

## **THE TERMS AND CONDITIONS OF CONTRACT**

### **BETWEEN**

### **ATHLETES UNLIMITED LIMITED AND ITS CLIENTS**

Athletes Unlimited Limited is registered in England under company number: 07723337 with offices at,

Strength and Conditioning Education (Trading Name)

71 – 75 Shelton Street  
Covent Garden  
London  
WC2H 9JQ

The company provides education, coaching, training and mentoring services and support to Customers ('the customer/'you/'your').

References to 'events' or 'programmes' or 'courses' in these Terms and Conditions are references to online and live training, one to one and group Mentor sessions.

### **Definitions**

"Athletes Unlimited", Strength and Conditioning Education, the "company" or "us" means Athletes Unlimited Limited

Please carefully read the following terms and conditions relating to your participation in the Company's products/events/seminars/courses/workshops. For the sake of these terms and conditions products/events/seminars/courses/workshops will be collectively referred to as 'Courses'. By registering for or purchasing the course you (the 'Buyer') signify your acceptance of and obligation to these terms and conditions. If you have objections to the following Terms and Conditions, you should not register for, or purchase our products, courses or events.

### **Engagement**

You hereby acknowledge and agree that you have read all the terms and conditions and you agree that the Order Form together with these Terms and Conditions form a contract between you and Athletes Unlimited Limited. These terms and conditions (the "Terms") and any credit approval application ("Credit Application") are the basis of the contract (the "Contract") between Strength and Conditioning Education ("Athletes Unlimited Limited"/"us"/"we"/"our") and you.

You should print a copy of these Terms or save them to your computer for future reference.

We may amend these Terms from time to time. Every time you wish to make a booking with us, please check these Terms to ensure you understand the terms which will apply at that time.

## **The Customers**

The customers of the programme are those persons who obtain access to the Services of the Athletes Unlimited by:

Making full or part payment of the fees in accordance with this Agreement

Only persons aged 18 year of age or over and who are able to enter into a binding agreement are eligible to become Customers of the Company.

## **Application of these Terms**

Payment of the deposit (as detailed below) is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.

We intend to rely upon these Terms and any document expressly referred to in them in relation to the Contract between you and us.

We have the right to revise and amend these Terms from time to time. You will be subject to our Terms (including policies and procedures) in force at the time that you enrol on a course with us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case the same will apply to courses you have enrolled on or started.

If you do not provide us with the requisite information, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may make an additional administration charge of a reasonable sum to cover any extra work that is required or choose to cancel this Contract.

Applications will only be accepted with payment of the deposit, although please note that some courses require payment of the full fee. Please note that any deposits are non-refundable. If your course requires you to have a particular qualification, you must provide proof of that qualification when enrolling.

The balance of course fees (i.e. the total fee(s) less any deposit previously paid) is due immediately in full at the time of purchase. We also offer credit options which can be applied for at the time of purchase. If the balance is not paid, we reserve the right to suspend access to online accounts and/or treat the course as being cancelled and offer the place to another student.

All course bookings are subject to availability. If you are unavailable when course materials are delivered to the address provided by you and they are not collected from the local depot an additional distribution fee may be charged if we are required to take receipt of, collect and/or redeliver the materials. Our stated course fees include any delivery charges we incur to send course materials to a UK mainland address other than as stated in these Terms. Please note if your course materials have to be delivered to a non UK address, you accept liability for the delivery charge we will incur. Please contact our Customer Service Team on 0113 3201063 or [info@strengthandconditioningeducation.com](mailto:info@strengthandconditioningeducation.com) to check the delivery charge for the said course materials.

Bookings made via third parties – Athletes Unlimited work with a number of third party resellers for various courses. If customers have engaged with and enrolled via a third party all details of the enrolment process will be held with that third party, all queries relating to the enrolment process should be directed to the third party in question. Athletes Unlimited are only responsible for the delivery of the product purchased.

## **Agreement**

By joining as a Customer of the Company you agree to be bound by this Agreement and that the contents here of will govern your relationship with the Company. This agreement informs you of the terms and conditions applicable to your customer-ship of the Company. Before you decide to join the Company as a customer it is important that you: Read these terms and conditions carefully and make sure that you take special note of the cancellation and refund policy, the limitation of liability and your release contained in the Agreement

Retain a copy of the Agreement for your future reference.

Make sure that you are satisfied with the privacy policy of the Company

## **Disclaimers**

By law we can only guarantee your satisfaction with our training, not your results. Our courses and programmes are for your educational and informational purposes only. As stipulated by law, we make no guarantees that you will do well, achieve any results or make any money from our information, and we offer no professional, legal, therapeutic, or financial advice. Our training cannot replace or substitute for the services of certified professionals in any field, including, but not limited to, financial, health, or legal matters. We do not purport anything we do or teach as a “get rich scheme,” and any financial numbers outlined in our training are examples, opinions and illustrations, and thus should not be considered average earnings, exact earnings, or promises for your actual or future performance. There can be no assurance that any prior successes, or past results, as to income earnings, can be used as an indication of your or anyone’s future success or results. Check with your accountant, lawyer or professional advisor, before acting on this or any information.

## **Liability Waiver**

You alone are responsible and accountable for your decisions, actions and results in life, and by registering for our courses, workshops, events, you agree not to attempt to hold us liable for any such decisions, actions or results, at any time, under any circumstance. You agree that our Athletes Unlimited is not responsible for the success or failure of your business or personal decisions relating to any information presented by our Athletes Unlimited, or our Athletes Unlimited products or services, and you specifically release our founder, Brendan Chaplin, or our representatives or contractors from liability for any special or consequential damages that result from the use of, or the inability to use, the information or strategies communicated through our Seminars, Courses, product materials, websites, or any services provided prior to or following this program, even if advised of the possibility of such damages or caused by negligence of the company or its representatives. You, the buyer hereby accept all risk to his or her business and health excluding personal injury or death that may result from the companies’ negligence whilst the buyer has been participating in the courses.

## **Limitation of liability**

Notwithstanding any other provision in this Agreement, nothing will limit your statutory rights; or will exclude or limit Athletes Unlimited Limited's liability for:

- Death or personal injury resulting from negligence
- Fraud or fraudulent misrepresentation
- Any matter for which it would be unlawful for the Company to exclude or attempt to exclude its liability
- Athletes Unlimited will not be liable, in contract or tort in respect of pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for:
  - Any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings)
  - Any loss of goodwill or reputation; or
  - Any special or indirect losses; or
  - Wasted management or office time
  - Any other loss or damage of any kind suffered as a result of or incurred arising out of or in connection with the provision of the Services in terms of this Agreement even if such losses are foreseeable or result from a breach by the Athletes Unlimited or as a result of any action we have taken in response to any breach by the Customer.

The customer hereby releases and holds Athletes Unlimited, its agents, representatives and employees harmless from all liability, which they may at any time, have to the customer (except for gross negligence) resulting from:

- The training and/or any portion of the training in which the Customer voluntarily participates
- Any negligent acts or omissions
- Actions
- Damages
- Proceedings
- Claims
- Costs
- Demands

## **Buyers Conduct**

The company requires all buyers to be respectful and professional to our staff, location hosts, coaches, and other customers and their guests or families throughout the course of any programme.

The company reserves the right to ask the buyer and /or their guests to leave the venue immediately should they be deemed rude, uncooperative, unprofessional, intoxicated or in possession of alcohol or any illegal substance. In such case, the Buyer's tuition/fees for the [Level 4 S&C course](#) will not be reimbursed under any circumstances and they will not receive any of our advertised bonuses or qualify for our satisfaction guarantee or any other written or implied guarantee.

## **Late payments**

Where payments are made by agreed instalments and those instalments have not been paid on the due date, we reserve the right to withhold the release of examination results and/or delay the marking of course work until outstanding sums are paid. We reserve the right to suspend access to online accounts and/or treat the course as being cancelled and offer the place to another student. No refund of any course fees paid by you will be made. We also reserve the right to charge interest on late payments at a rate of 8.75% above the base rate from time to time of Lloyds Bank (or other UK clearing bank) as may be notified to you accruing on a daily basis until payment is made. If you are a business, we additionally reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## **Changes and Cancellations by You**

### Cancellation under the Distance Selling Regulations

If you are a consumer and make a booking via our website or by telephone, you have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 ('Distance Selling Regulations') during the cooling off period of 14 calendar days from date of purchase. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to enrol on a course, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office. A cancellation form is available on request.

If you exercise your legal right to cancel under the Distance Selling Regulations, you will receive a full refund of the price you paid when booking and we will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation.

Your legal right to cancel a Contract starts from the date when you purchase a course or other product/service from us – which is when the Contract between us is formed. You have a period of 14 (fourteen) calendar days in which you may cancel the booking, starting from the day after the day when the booking is made. If this period ends on public holiday then the period will be extended until the next working day.

'If your course is due to start within the cancellation period then your legal right to cancel is as follows:

If your course (online or practical workshop) has started and ended during the cancellation period then your legal right to cancel will not apply

If your course has started but is due to end after the cancellation period then your legal right to cancel still applies. However, you will have to pay a proportion of the course fee which we will base on the total price of the course and the period of the course from the start date to the date of cancellation.

Online courses commence from the date that you receive your login details or receive the product.

### **Other rights of Cancellation.**

We understand that occasionally, due to unforeseen circumstances, applicants may need to alter or cancel their arrangements. In these cases every effort will be made to accommodate the change, although please be aware that it may not always be possible. There may also be a delay in enrolling you onto an alternative course. To request an alteration or to cancel your course booking you must send a letter or email of cancellation, together with an alternative booking (where applicable) to our customer service team.

Any alterations and/or cancellations are at our discretion and are subject to an administration fee, as outlined below.

Where you wish to transfer to an alternative course and we are willing to accommodate your request then any fees paid, including the deposit, will be transferred to the alternative course;

or

Where you wish to cancel your course booking but do not wish to enrol on an alternative course, where approved by us in writing (at our discretion), we will refund you the balance of the fees paid, less the deposit.

The following administration charges will apply to all cancellations or alterations:

Failure to attend or cancellation of an exam (all courses) will be liable to an administration fee of £150.00.

Changes to workshop attendances will be liable to administration fee of £150, details will be confirmed to you when requesting the change. Please contact our Customer Services to discuss further.

In cases where a refund of fees is due, this will be returned to you (at our election) either by cheque or a direct refund on to the credit/debit card used as the original method of payment.

The administration fee will be deducted from the amount refunded. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation.

If you wish to transfer courses more than once, we reserve the right to charge an administration fee in respect of each individual transfer and/or alteration.

We reserve the right to make additional charges on cancellation to cover costs incurred by us in respect of course materials, online learning registrations and/or tutor time. You will be notified of any charges that may be applicable on cancellation.

### **Changes and cancellations by us**

If circumstances arise that are beyond our control, it may be necessary from time to time to change/cancel course dates, content, venues and prices from those published. Whilst we will make every effort to transfer your booking to the next available course at your preferred venue, it should be noted that we will not be held liable for any costs/losses incurred as a result of any such changes. If we are no longer able to provide your course, we will ask you

to return any course materials to us in the condition as originally delivered to you and refund to you any fees paid to date when we receive the materials as required.

We reserve the right to remove from any course, students that fail to comply with its standard practices and procedures. We reserve the right to refuse enrolments and/or suggest alternative arrangements if we believe that it will not be in our best interests of other participants and/or the individual concerned to attend one of our courses.

### **Price**

Where stated prices quoted are inclusive of VAT.

### **Exclusions**

Note that events are not residential and do not include for accommodation or food and beverages unless stated.

### **Payment Terms**

These are “pay in full” at the time of purchase or external 3<sup>rd</sup> party finance agreement.

Consumer credit service is provided by Pay4Later Ltd trading as DEKO and/or Duologi trading name of Specialist Lending Limited.

Pay4Later Ltd are authorised and regulated by the Financial Conduct Authority (Interim Permission Number: 0616240). Registered offices are at 33 St Mary Axe, London EC3A 8AG. For more information please refer to [www.dekopay.com](http://www.dekopay.com). Finance is provided through the Pay4Later platform by a number of lenders. You will be informed who the lender is at the point the loan is offered, and provided with their full contact details.

Duologi is a trading name of Specialist Lending Ltd which is a limited company registered in the UK under number 10664999 at the registered address, 10 Bressenden Place, London, SW1E 5DH, United Kingdom. Authorised and regulated by the Financial Conduct Authority.

### **Consequences of Failure to Pay**

If payment is not made within the time limits set out above, this will be a breach of contract by the client entitling Athletes Unlimited to treat the contract as at an end, and reallocate the bookings and/or tickets without notice to the client.

In the event of Athletes Unlimited treating the contracts as at an end Athletes Unlimited shall be entitled to retain all sums already paid by the client, and the full balance, if any, of the price of the booking shall become immediately payable by the client to Athletes Unlimited. This is without prejudice to Athletes Unlimited rights to claim damages from the client in respect of any loss suffered by Athletes Unlimited.

### **Cancellation or Variations by the Client**

Cancellation: Any notice of cancellation by the client of a booking or part of a booking must be made in writing by letter or email sent to Athletes Unlimited. All bookings are subject to a 14 day cancellation period from the date of purchase. Refunds will be made within 30 days of receipt of a correct cancellation notice. The exception to this is if you have accessed the [Level 4 course](#) (online or practical workshop) or any other course/product in which case you will not be entitled to a refund or cooling off period of any kind.

Once the Buyer registers for the event or purchases the product or programme, Athletes Unlimited makes extensive arrangements and investments while anticipating their tuition and attendance, and, in the case of their cancellation, incurs significant administration hassles, expenses, and loss of business. Given this fact we do not accept cancellations or issue refunds beginning 14 days after Buyer has registered for the event or purchased the Programme whatsoever.

### **Terms of the Level 4 Certificate**

The [Level 4 certificate](#) gives the customer access to the Services of the Level 4 programme.

The customer-ship of any category cannot be suspended or delayed. Any exceptional circumstances should be submitted in writing to the address below for consideration, and any decision of those exceptional circumstances will be made by the Athletes Unlimited at its sole discretion.

Any delays or suspensions do not mean that payments are suspended or delayed. Payments will continue irrespective.

Non-attendance of the Level 4 workshops – failure to attend the attendance days within the Level 4 will not result in a course cancellation or exclusion from the remainder of the course. Customers will remain on the original course booking and expected to complete other elements of the course as detailed at the point of enrolment. Should learners wish to attend future workshop dates this will subject to availability and will incur a fee of £150

You have a maximum of 12 months to complete your Level 4 course, this period starts from the date of your original scheduled attendance of the practical workshop.

### **Level 4 Certificate Assessment deferrals**

Students who wish to defer their assessment date or cannot attend due to other commitments will incur an admin fee of £150 to amend assessment dates; we would strongly urge students not to book their assessment date until they are sure they can attend. Practical assessments are subject to availability.

If a student refers their assessment there will be an admin fee of £150 to be reassessed at a later date. All resits of the practical assessment are subject to availability.

If assessment amendments or resits are required, students may contact [info@strengthandconditioningeducation.com](mailto:info@strengthandconditioningeducation.com) with any changes to assessment dates so that we can update registers, inform tutors and arrange for the amendment fee to be charged. The change will be registered on receipt of payment of said charge.

### **Attendance of Practical Workshops:**

- Once your date is confirmed your course or programme is non-transferable and non-refundable.
- Under certain reasonable circumstances, a request to change the date once will be considered by Athletes Unlimited and at its sole discretion and if agreed will be subject to a £150 administration fee.
- All variations are subject to availability and at the discretion of Athletes Unlimited.

### **Alterations to advertised packages**

All advertised packages are subject to availability.

Every reasonable effort will be made to adhere to the advertised packages but any packages may be altered or dates changed either before or after confirmation of the booking. Where such alterations, omissions or changes of date occur prior to the confirmation of the booking, Athletes Unlimited Ltd accepts no contractual liability. Where such alterations or changes of dates occur after confirmation of the booking, Athletes Unlimited agrees to use endeavours as it considers to be reasonable to make alternative packages available.

### **Notifications**

When lunch is provided at events and Athletes Unlimited take no responsibility for special dietary or allergic requirements if we have not been notified in advance in writing of these.

For correspondence, Contact:

Athletes Unlimited,

71-75 Shelton Street  
Covent Garden  
London  
WC2H 9JQ

### **Investment and Payment**

You must pay to Athletes Unlimited Limited in consideration of the products and/or services offered by the Provider:

(a) The fee specified at time of purchase and registration in one lump sum without set off, deduction or counterclaim; or

(b) If we have agreed that you may pay by Instalment, you must pay each Instalment without deduction on the Instalment Payment Date required by us and as communicated.

Payments made under this agreement must be made by the means specified.

If you fail to pay an Instalment sum by the Instalment Payment Date for that sum then ALL monies owing by you (which includes the full customer-ship and additional company fee) shall become due and owing and must be immediately paid to us without set off or deduction or counterclaim and without need for any further demand.

If Payments are not made by the due dates, your course/programme/event may be cancelled and no refund or credit will be given and the full amount will become due immediately.

### **Cooling Off Period**

This agreement shall be voided if you advise us in writing, within 14 days of enrolling, that you no longer wish to receive Athletes Unlimited Services and/or products by delivering or sending (including by electronic mail) a cancellation notice to Athletes Unlimited Limited. In those circumstances only Athletes Unlimited will refund to you all monies or part thereof, which you have paid to us under this agreement within 30 days of receipt of such cancellation notice. The exception to this is if you have begun the [level 4 programme](#) (online or practical workshop) or any other programme/product in which case you will not be entitled to a refund or cooling off period of any kind.

You further acknowledge and agree that outside of the 14 day cooling off period; if, at any time or for whatever reason, you decide you do not wish to receive the products and/or services from Athletes Unlimited, you will not be eligible for a refund of any monies you have paid to us under this agreement and the balance of the fees set out in the Order Form will become due immediately and payable by you.

### **Course fees**

The fee payable is set out for you at time of purchase either on an online order form, credit agreement, or through our telephone sales process.

All Customers are deemed to have agreed to our terms on registration unless otherwise advised within the 14 day cool off period.

This is not a credit agreement and as such is not covered by the Consumer Credit Act 1974. The 'Fee' is the total amount payable by the Customer over the selected period for the selected service.

Should you choose to pay your customer-ship in 1 annual payment on the date of joining, a discount may be applied.

### **Location of events**

(UK ONLY) Athletes Unlimited reserves the right to move any meeting to another venue within a 50 mile radius of the originally named venue on giving not less than 48 hours' notice to the Customer.

Travel costs, accommodation, meals and refreshments

(UK ONLY) All costs of travel to and from meetings and the costs of refreshments, meals and accommodation are excluded from the fees and are payable in full by the Customer.

### **Cancellation by Customers & refunds**

Your cancellation notice must contain your full name, address and contact numbers. See section on cancellations for further information on the 14 day cool off period.

You should send your cancellation notices, as well as any other notices you wish to send for purposes of any term of this Agreement, to:

Athletes Unlimited Limited,

71-75 Shelton Street  
Covent Garden  
London  
WC2H 9JQ

OR Email: [info@strengthandconditioningeducation.com](mailto:info@strengthandconditioningeducation.com)

### **Cancellation of events by the Athletes Unlimited**

(UK ONLY) Should an event be cancelled or withdrawn due to circumstances beyond the Company's control, the customer will be informed thereof with 24 hours' notice.

A cancelled meeting will be rescheduled at the earliest opportunity and the customer will be given 72 hours' notice of the details of the new meeting event.

No refund of fees or reduction of fees will be due to the customer where a meeting had to be rescheduled.

### **Privacy policy**

The company shall hold your personal details on file and on computer in accordance with GDPR regulations 2018.

You may view your individual file at the registered address of the Company, stated above, by giving not less than seven days written notice.

### **Intellectual property rights and Copyright**

All material provided to you by Athletes Unlimited is owned by the Company; Athletes Unlimited and is protected by copyright.

Any intellectual property rights in the material and content supplied as part of your customer-ship of the Company shall remain the property of the Athletes Unlimited

You may not reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content provided by the Company, except with the consent in writing of Athletes Unlimited. Any other use of the material and content is strictly prohibited. The Customer agrees not to (and agrees not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.

The Customer agrees to use all information contained and presented in the meetings of Customers only for the purposes of self-improvement.

The Customer may not record any meeting or any part thereof

For those customers eligible for personal group or private mentoring or coaching please note that if you do not attend an agreed session with your coach “without reasonable explanation” that session will be forfeited by you and will not be replaced.

### **Severability**

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions in this Agreement and the remainder of the provision in question will not be affected and shall remain of full force and effect.

### **Non-waiver**

Should Athletes Unlimited at any time fail to insist upon strict performance of any of your obligations under this Agreement, or fail to exercise any of the rights or remedies to which the Athletes Unlimited is entitled under this Agreement, it shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations. No waiver by the Athletes Unlimited shall be effective unless it is expressly stated to be a waiver and is in writing.

### **Governing law and jurisdiction**

These terms and conditions will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

### **Non-representation**

You acknowledge that you have not relied upon or been induced to enter into this Agreement by any representation other than a representation expressly set out in this Agreement and the Athletes Unlimited shall not be liable to you in contract or tort, under the Misrepresentation Act 1967 or in any other way for any representation not expressly set out in this Agreement. Provided that nothing in this Agreement shall affect the Company, Athletes Unlimited liability in respect of any fraudulent misrepresentation.

### **Whole agreement**

This Agreement together with the Schedules sets out the entire understanding between you and the Company in relation to the matters concerning Customer-ship of the Company and no other agreements or understandings, not contained herein, shall be relied upon by you.

### **Variation**

Athletes Unlimited reserves the right to make changes to these terms and conditions, which regulate the basis upon Customer-ship of the Company, as may be required. Should Athletes Unlimited make any such changes it will advise you and you will have the right to terminate your customer-ship of the Company within fourteen (14) days from date of the notice of change, should you not wish to accept the changes. In this event you will not be liable for further customer-ship fees, which fall due after the effective date of a correct notice of cancellation has been received by the Company.

## **Complaints handling**

Should you have a problem or complaint we want to know. Most problems can be dealt with by sending a letter or email to the address for notices given above. Athletes Unlimited will endeavour to investigate all complaints and respond as quickly as possible. Athletes Unlimited will acknowledge receipt and confirm the timescales for a full response when a complaint is received.

## **Dispute resolution**

If any dispute arises between the Athletes Unlimited and you then we agree to attempt to settle it by mediation. We both remain entitled to seek resolution of any contractual dispute in any court or tribunal without having to undergo a mediation process.

## **Force Majeure**

If Athletes Unlimited is prevented or impeded from performing any of its obligations as a result of an event over which the Company has no control ('Force Majeure') it shall promptly give notice to you stating the circumstances consisting of such event of Force Majeure and the extent and likely duration whereupon such obligations shall be suspended for as long as the event of Force Majeure continues.

If the company is affected by an event of Force Majeure shall make every reasonable effort to minimise the effects thereof and shall promptly resume performance as soon as reasonably possible after removal of the event of Force Majeure.

Where the period of non-performance in relation to any event of Force Majeure exceeds 30 Days from the date of notice of such event of Force Majeure then you or Athletes Unlimited may by written notice terminate this Agreement forthwith.

For correspondence, Contact:

71-75 Shelton Street  
Covent Garden  
London  
WC2H 9JQ

[info@strengthandconditioningeducation.com](mailto:info@strengthandconditioningeducation.com)