

Last updated on February 3, 2021

Elite Coach Network Terms and Conditions

www.theelitecoachnetwork.com : the online portal for Elite Coaches and associated services

In this policy “We”, “Us” and “Our” means Athletes Unlimited Limited trading as Strength and Conditioning Education, a company registered in England and Wales with Company number, 07723337 and registered address 71 – 75 Shelton Street, Covent Garden, London, WC2H 9JQ

You can contact Us by post at our registered address or by e-mail at info@strengthandconditioningeducation.com

1. Contract

Payment of the Deposit or Membership Fee constitutes an offer by you to enrol in the Network and enter into the Contract. Our acceptance of the offer will take place when you receive an email confirming your Network Membership or provide access to the Network via login details, at which point the Contract will become effective. Contract is also further defined in sections 1.1 and 2 of Our General Terms & Conditions.

1.1 The following form part of the contract and govern your membership with Us:

- (a) these Terms;
- (b) Our Privacy Policy;
- (c) Our General terms and conditions;

All of which can be found here:

<https://strengthandconditioningeducation.com/policies/terms-conditions/>

(together the “Contract”)

1.2 Each time you renew your membership, you will be deemed to accept the Contract.

1.3 Membership is non-transferable and non-transmissible.

2. Network subscription

2.1 Membership is annual and is valid for twelve consecutive months from the day of joining. Membership shall renew automatically for further 12 month periods provided the original credit or debit card used to make payment remains valid, unless and until terminated in advance in accordance with these Terms.

2.2 You must pay the subscription by credit or debit card or bank transfer.

- 2.3 If you fail to pay your membership fee, we reserve the right to suspend your membership until payment is received.
- 2.4 The annual subscription fee which you pay is non-refundable in part or in full in any circumstances.
- 2.5 In the event that you make payment by credit or debit card via an agent or other third party you shall be deemed to have accepted and be bound by these Terms.

3. Account

- 3.1 As a member, you will need to create a username (your email address) and password, with which you may access the members section of Our website and all associated channels. Your username and password are unique to you and your membership. You must not disclose it to any third party, and must treat this information as confidential.
- 3.2 We have the right to disable any username or password, whether chosen by you, allocated by Us, at any time, if in Our reasonable opinion you have failed to comply with any of the provisions of the Contract.
- 3.3 If you know or suspect that anyone other than you knows your log in details and/or password, you must promptly notify Us at info@strengthandconditioningeducation.com

4. Membership benefits and obligations

- 4.1 You must provide Us with full contact details which will be listed on the membership directory, and you must inform Us if there are any changes.
- 4.2 You must promptly notify Us of any change in your circumstances which may affect your eligibility or categorisation as a member.
- 4.3 As a member, you will have access to the Elite Coach Network membership directory and to certain training materials and videos. Other membership benefits are set out on Our website at www.theelitecoachnetwork.com as may be amended from time to time.
- 4.4 As a member, you agree to adhere to and actively support all of Our trading principles and requirements set out on Our website or communicated to you from time to time.- In particular You agree not at any time to infringe Our intellectual property rights, breach any duty of confidentiality which You owe to Us and not to make any derogatory or insulting remarks about Us or the Elite Coach Network Brand generally.
- 4.5 Any discussions that take place within the network i.e. on the portal, on social media, in person or anywhere else may not be disclosed outside of the Network.

4.6 We reserve the right to use any discussions or material shared by Network members, including but not limited to comments and testimonials for Our own use including within marketing materials.

5. Intellectual Property and Elite Coach Network Brand

5.1 The name “Elite Coach Network” and Elite Coach Network logo, (together ‘the Elite Coach Network Brand’) are Our intellectual property. You may only use the Elite Coach Network Brand with Our express written permission. You may describe yourself as a member of the Elite Coach Network Community.

5.2 As part of Your membership you may have access to various documents and training materials (including online videos) which you may use as part of your membership. All such materials are protected by copyright which vests in Us. During the term of your membership, We grant to you a non-exclusive royalty-free licence to view and use such materials for your personal development only and not business use.

Examples of personal development are upskilling yourself to further knowledge to be utilised within your business and career

Business use is defined as but not limited to:

- Downloading and reselling material
- Providing other people in your business or network access to materials using your credentials
- Photo screen sharing slides with clients or other contacts unless with Our express permission

These are examples and not exhaustive

Such licence and permission to use any of Our materials shall subsist for as long as your membership is live. Once your membership comes to an end for any reason the licence previously granted to you shall be revoked.

5.3 You recognise that all rights in the Elite Coach Network Brand remain vested in Us.

6. Cancellation and termination of membership

6.1 You may cancel your membership at any time by providing notice to us in writing to info@strengthandconditioningeducation.com. We will not refund any part of your membership fee.

6.2 Your membership will renew and continue on a rolling 12 month basis unless you give 15 days’ notice in writing to terminate on the next anniversary renewal date.

6.3 We may cancel your membership if:

- 6.3.1 a membership fee which is due remains unpaid 7 days after the date of a notice from Us that such membership fee is due and We decide to terminate your membership;
- 6.3.2 you use the membership directory for any purpose other than in relation to your membership with the Elite Coach Network or you disclose any confidential information contained therein to a third party;
- 6.3.3 you infringe or threaten to infringe Our intellectual property rights;
- 6.3.4 you commit a material breach (or a series of breaches that amount to a material breach) of this Contract; or
- 6.3.5 in Our view, your continued membership risks bringing the Elite Coach Network into disrepute in any way.
- 6.3.6 If we choose to cancel your membership for any of these reasons, no refund or part refund will be granted.

7. Data Protection

- 7.1 We will use any personal data which you provide only in accordance with Our Privacy Policy, which can be accessed on Our website <https://strengthandconditioningeducation.com/policies/terms-conditions/> . Please note that the Privacy Policy may be updated from time to time.
- 7.2 We will use your personal data in the following ways:
 - 7.2.1 to administer your membership and deliver any membership benefits and services;
 - 7.2.2 to send correspondence in relation to your membership status, membership renewal and other membership matters; and
 - 7.2.3 to send you regular correspondence to inform you about your membership, membership benefits, Our activities and news, from which you will be given the opportunity to 'Opt Out'.
- 7.3 Save for adding your details to the membership directory, we will not disclose membership information to any third party unless required to do so by law.

8. Liability

- 8.1 We do not exclude or limit in any way Our liability for:
 - 8.1.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - 8.1.2 fraud or fraudulent misrepresentation; and

- 8.1.3 such other liability that We may not exclude by law.
- 8.2 To the extent permitted by law and except as set out in these Terms, We exclude all express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to your membership and any benefits that We or Our partners may provide.
- 8.3 We do not accept any liability for damage to, or loss of, your personal belongings whilst you attend any premises of ours or any event organised by Us. We do not accept any responsibility for any loss (including, without limitation, theft) of any property occasioned at any venue, save for any damage caused by Our negligence in which circumstances Our liability for such losses shall be limited to the annual membership subscription fee you paid.
- 8.4 We will have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any:
- 8.4.1 indirect or consequential loss or damage;
- 8.4.2 loss of data;
- 8.4.3 loss of profit;
- 8.4.4 loss of revenue or business (whether direct or indirect), however caused, even if foreseeable.
- 8.5 Subject to clause 9.1, Our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the membership subscription fee that you paid in the 12 months preceding any claim.
- 8.6 The limitations and exclusions in this clause 9 only apply to the extent permitted by applicable law.

9. Entire Agreement

- 9.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 9.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

10. Other important terms

- 10.1 We may alter, amend, change or modify or withdraw these Terms from time to time.
- 10.2 If We do not insist immediately that you do anything you are required to do under these Terms, or if We delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent Us from taking steps against you at a later date.
- 10.3 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms. If any provision or part-provision of these Terms is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 10.4 Neither you nor We will have any remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Neither you nor We will have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 10.5 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 10.6 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 10.7 Nothing in these Terms is intended to, or shall be deemed to, constitute a partnership, agency or joint venture of any kind between you and Us.
- 10.8 Should any of these terms and conditions for any reason be declared invalid or unenforceable by a court of competent jurisdiction, it shall be deemed to be deleted without affecting the remaining provisions.
- 10.9 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English Courts.