

OUR TERMS AND CONDITIONS

Please read the following important terms and conditions before you proceed with your booking to check that they contain everything which you want and nothing that you are not willing to agree to. This contract sets out both your and our legal rights and responsibilities and certain information required by law.

By enrolling on one of our courses and placing a booking with us (**Arete Coach/we**) you (**the attendee**) agree to be bound by the following terms and conditions:

1. THESE TERMS

- 1.1 **What these terms cover.** These terms and conditions set out how you can enrol and book onto one of our courses.
- 1.2 **Why you should read them.** These terms tell you who we are, how we will provide our services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us directly to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Arete Coach Limited a company registered in England and Wales. Our company registration number is 13278156 and our registered office is at Office F, Ground Floor 101-135 Kings House, Kings Road, Brentwood, Essex, United Kingdom, CM14 4DR.
- 2.2 **How to contact us.** You can contact us by email at coach@andyramage.com.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by emailing you at the email address you provided to us in your enrolment form.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your booking.** To book your place on one of our courses, we ask that you complete our online enrolment form. We will then arrange a time to speak with you to discuss any questions you may have. We will then send a form with a link to pay your deposit and an invoice. Once the deposit has been paid in accordance with clause 10, we will confirm your place on the course, at which point a legally binding contract will come into existence between you and us. Your place on the course will only be secured on receipt of the deposit (which is non-refundable).
- 3.2 **If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this in writing and will not charge you. This might be because the course is already full, there are unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the course.

3.3 **Payment.** We will give instructions to you in the payment email on how and when to pay for your booking, with the option of payment for the course fees either in full or in instalments. See clause 10 for further information on price and payment terms.

3.4 **Minimum Age:** You must be at least 18 years old to book onto one of our Courses.

4. THE BOOKING PROCESS

4.1 **Bookings may vary slightly from their pictures or descriptions.** The descriptions of the courses on our website are for illustrative purposes only. Although we have made every effort to describe the content accurately, we cannot guarantee that the content we describe accurately reflects the content of the course related to your booking at the time of your attendance.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change once we have accepted your booking please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the booking or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may choose to end the contract (see clause 8).

6. OUR RIGHTS TO MAKE CHANGES

6.1 **Minor changes to the course.** We reserve the right to make the following changes to the booking/course without a right for you to cancel the contract:

- 6.1.1 to reflect changes in relevant laws and regulatory requirements for example local guidance or restrictions in place with regards to COVID 19;
- 6.1.2 to change any third party provider for the venue or platform to host the course or individual sessions; and
- 6.1.3 to implement minor adjustments or improvements, for example to change part of the schedule or syllabus of the course.

We will inform you in advance of any changes.

6.2 **More significant changes to the booking and these terms.** In addition, we may make the following changes to these terms or the booking, but if we do so we will notify you by giving you reasonable notice in writing:

- 6.2.1 to change the venue of the course or individual sessions; or
- 6.2.2 to replace the advertised course tutor or guest speaker due to sickness or other reasons beyond our control, as set out in clause 7.2. We will endeavour to replace any of the parties listed in this clause 6.2.2 with someone of similar experience and reputation or to re-schedule that part of the course to an alternative date.

7. CARRYING OUT THE COURSE

- 7.1 **Booking dates.** During the booking process we will confirm the dates of the course on the date we accept your booking. It is your responsibility to turn up to the course on time and on the dates specified in the booking form. You are responsible for your own access to the online course.
- 7.2 **Delays outside of our control in relation to the performance of the booking.** We shall not be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of our obligations under these Terms and Conditions if such delay or failure results from events, circumstances or causes beyond our reasonable control. Where events outside our control force us to cancel a particular date we will endeavour to re-schedule to a different time.
- 7.3 **If you do not attend your booking.** If you do not attend the course on the dates of your booking, and you do not let us know that you will not be attending, we will note your non-attendance. Unless we agree otherwise (at our absolute discretion), you will not be allowed to transfer your booking to a future course or event and your deposit will be lost and no refund will be given.
- 7.4 **Your legal rights if we do not perform the booking.** You have legal rights if we cancel the course or if we change the booking dates last minute. See clause 8 for our cancellation policy.
- 7.5 **What will happen if you do not give required information to us.** We will ask you to provide any necessary information during the enrolment process about any particular requirements you may have that impact on your attendance or learning. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we cannot be liable for being unable to meet those requirements and we reserve the right to make an additional charge of a reasonable sum for any work that is required as a result. We will not be responsible for not delivering any part of the course if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.6 **We may suspend your booking if you do not pay.** If you do not pay us for your booking when requested to do so (see clause 10.2) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend your booking until you have paid us the outstanding amounts. We will contact you to tell you we are suspending your booking and that you will not be entitled to attend the course if you have not paid the amounts due or the full price in advance.

8. CANCELLATION AND TERMINATION OF THE CONTRACT

8.1 Your right to cancel the contract

Tell us you want to end the contract. To end the contract with us you must email us as soon as possible at coach@andyramage.com.

The following cancellation charges shall apply if you cancel the contract for whatever reason:

- 8.1.1 **1 month or more before the course starts** – if you cancel 1 month or more in advance of the course start date we will refund you 100% of any amounts paid in advance excluding the deposit. We will retain the deposit to cover our administrative costs.
- 8.1.2 **If you cancel within 1 month (i.e. between 1 and 29 days) of the start of the course we reserve the right to retain 10% of the full course fee as we are unlikely to be able to fill your space on the course.**
- 8.2 **Our right to terminate the contract.** We reserve the right to cancel or reschedule the course dates by giving you no less than 2 months written notice in advance of the course. If we cancel the course under this clause 8.2 we will provide you with a full refund. If we reschedule the course under this clause 8.2 we will offer you the opportunity to attend the course on the rescheduled dates or, if you cannot attend on those dates, we will give you the option of a refund.
- 8.3 We may cancel the contract and notify you in writing and retain any part of the course fee already paid as compensation for the net costs we will incur as a result of your breaking the contract if:
 - 8.3.1 You breach any of the clauses of these Terms and Conditions;
 - 8.3.2 You do not pay any of the fees set out in these Terms and Conditions when requested and within 7 days of being reminded;
 - 8.3.3 You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to organise and host the course;
 - 8.3.4 You breach any of our Course Rules in place from time to time.
- 8.4 If we cancel the course due to an event outside of our control as set out in clause 7.2 we will endeavour to re-schedule the course dates or offer you a refund of your course fee less:
 - 8.4.1 a proportion of the course fees for any part of the course you were able to attend; and
 - 8.4.2 any costs we have already incurred in organising the course.

If we cancel the course under this clause 8.4 we will not be responsible for any incidental expenses or consequential losses that you have incurred as a result of your booking including but not limited to travel expenses, parking or pre-paid tickets if necessary.
- 8.5 **Processing the refund.** If we agree to refund any part of the course fee under this clause 8 we will notify you of such fact and will process the refund within 30 days of us confirming our agreement to the refund.
- 8.6 **How we will refund you.** We will refund you by the method you used for payment. However, we may make deductions from the price, as set out in these Terms and Conditions.

8.7 **Can I change my mind?** You have 14 days (cooling off period) after the date of the confirmation email confirming your place on the course order to change your mind about your booking. If you want to cancel the booking after 14 days paragraph 8.1 will apply.

9. IF THERE IS A PROBLEM WITH THE BOOKING OR COURSE

9.1 **How to tell us about problems.** If you have any questions or complaints about the course or your booking, please speak to the tutor in the first instance. You can also write to us at coach@andyramage.com or Arete Coach, Office F, Ground Floor 101-135 Kings House, Kings Road, Brentwood, Essex, United Kingdom, CM14 4DR.

10. PRICE AND PAYMENT

10.1 **Where to find the course fee.** The price of the course will be the price advertised on our website which will be confirmed to you on the invoice.

10.2 **When you must pay and how you must pay.** We accept payment from most major credit and debit cards.

10.3 **Payment Terms.** The deposit and the balance of the course fee can be paid either in full in advance of the course or in six equal monthly instalments. We will discuss this with you and send you a summary of the agreed payment plan. Payment in instalments is conditional on you setting up a standing order for the amounts due.

Late Payment. We reserve the right to charge a late payment fee if you do not pay the course fees within the timeframes specified in these Terms and Conditions and the confirmation email. In addition, **if you do not pay the full fee or first month payment within 14 days of the invoice due date we reserve the right to offer your place to someone else.**

10.4 **What to do if you think a course fee or invoice is wrong.** If you think an invoice we have sent you or the fees set out in the invoice email is wrong please contact us promptly to let us know.

10.5 **We are not responsible for any fees incurred due to currency exchange rates or fees charged by your bank or credit card provider for processing funds outside or of your local currency.**

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the enrolment process.

11.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud

or fraudulent misrepresentation; for breach of your legal rights in relation to the booking.

11.3 **Damage to your property.** We are not responsible for any lost or damaged property at any time or any bugs or errors caused to your computer or software. You are responsible at all times for your own personal property during the course.

11.4 **We are not liable for business losses.** If you attend the course as part of your business role or for any commercial or business purpose we will have no liability to you for any loss of opportunity, loss of profit, loss of business, business interruption, or loss of business opportunity.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our [Privacy Policy](#).

13. OTHER IMPORTANT TERMS

13.1 **Intellectual Property Rights.** All intellectual property rights in or arising out of or in connection with the course or course materials shall be owned by Arete Coach. Your attendance and access to course materials is for personal use only. You shall not copy, modify or record our course materials for distribution or for any other purposes outside of the course and under no circumstances for any commercial purpose.

13.2 **Conduct.** We ask that you are thoughtful and respectful of all other attendees, coaches, employees, guests or speakers at all times during the course. Arete Coach reserves the right to exclude you from the rest of the course if in the opinion of the Course Director or any of the coaches on the course feel you behave in an abusive or disruptive manner or engage in any discriminatory conduct. There would be no refund given if an exclusion is made for these reasons. You will be required to adhere to our Course Rules at all times during the course. Any breach of these rules is deemed a material breach of the contract.

13.3 **Photos, Video & Content Creation.** During the course photos or videos may be taken by Arete Coach staff and/or professional photographers. Such images may be used in any Arete Coach promotional materials, website, all social media platforms (i.e. Instagram). Arete Coach will seek consent from its attendees at the start of the course to take photos and videos and to use this for any marketing purposes or promotional purposes. If you wish to withdraw your consent at any time please contact us as soon as possible in writing.

13.4 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. We will contact you to let you know if we plan to do this.

13.5 **You need our consent to transfer your rights in the booking to someone else.** The course is designed as a personal experience. You may only transfer your booking under these terms to another person if we agree to this in writing in advance.

- 13.6 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 13.7 **If a court finds part of this contract illegal, the rest will continue in force.** 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.
- 13.8 **Even if we delay in enforcing this contract, we can still enforce it later.** 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 taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to fulfil your place on the course, we can still require you to make the payment at a later date.
- 13.9 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of your booking in the English courts.

Arete Coach reserves the right to change or amend these Terms and Conditions at any time. We will communicate any such changes to you.

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