

Burn Bright Membership Terms and Conditions

1. Application of terms and conditions

1.1. These terms and conditions ("**Terms**") apply to the **Burn Bright Membership** ("**Membership**") operated by **Burn Bright Coaching Limited** ("**we**" or "**us**"). By applying to be a member of our Membership, you agree to the following Terms and that these prevail over any inconsistent terms or conditions contained, or referred to, elsewhere or as implied by law, trade custom, practice or course of dealing.

1.2. These Terms should be read in conjunction with our Website Terms of Use, Privacy Policy and Acceptable Use Policy (all of which can be found on our website **burnbrightcoachingltd.com** ("**site**")).

1.3. Any content posted or submitted by you to our site in the course of your Membership is subject at all times to the Acceptable Use Policy.

1.4. Where you are a corporate entity, "you" as used in these Terms shall be deemed to include your officers and employees and you shall procure that such officers and employees fully comply with these Terms.

1.5 The agreement is between us and you, the person or entity registering to be a member ("you") and which is subject to these Terms ("**Contract**"), shall come into effect upon us emailing you to confirm our acceptance of your registration form for the membership and shall continue until terminated in accordance with these Terms.

1.6 If you are purchasing online, the order process will be as follows:

1.1.1. add the membership to the cart and proceed to the checkout and make payment as directed;

1.1.2. we will send you an email acknowledging your order and confirming whether we have accepted your application.

1.1.3. If at any stage you have made an error in your order, you may email us at **donna@burnbrightcoachingltd.com** to correct any errors.

1.2. If you are purchasing online, you should print a copy of these Terms for your records as we will not be filing a copy and we may change these Terms from time to time.

2. Membership

- 2.1. We may at our absolute discretion refuse membership to any person or entity and we shall not be obliged to state our reasons for such refusal.
- 2.2. Membership shall continue unless it is terminated by either of us in accordance with clause 6 below.
- 2.3. You agree to keep user details and your password for the site confidential at all times and to not disclose them to any third party. You must notify us immediately if you become aware of any unauthorised use of your account and you shall indemnify us against all claims, damages, losses, costs or expenses (including professional fees) and any other liability that arises from any unauthorised use of your account.
- 2.4. The online materials of the Membership are held on third party secure servers and we have taken all reasonable steps to ensure that the online content will be available at all times during the course of the Programme but in the event that such content (or any content added by you or other participants in the Programme) is not available in whole or in part at any time, or becomes corrupted, is deleted or is failed to be stored, we shall have no liability in any circumstances.
- 2.5. You may only communicate with the other members in the membership for the purposes of making use of the membership and may not make unsolicited promotions of your goods or services to such members.
- 2.6. The materials we deliver as part of your Membership do not in any way constitute advice or recommendations. We are providing training and guidance only. We are not able to advise you on your individual circumstances.

3. Payment

- 3.1. The total price payable for the Membership is as set out on the order form. Where there is a minimum term, this shall also be set out on the order form. You may make payment via the methods that are specified on the order form. Where the payments are stated on the order form to be made in instalments or are recurring payments, you agree that we may take these payments automatically without any further consent or notice from you. If you are paying in monthly instalments, payments will be taken on the date of registration and on the same date of subsequent months so for example if registration is on 28 May, the next payment will be taken on 29 June.
- 3.2. Where your order is for a 12-month membership, your membership shall expire (and the Contract shall terminate) on the date falling 12 months after the date of payment. If you wish to continue to have access to the materials, you must renew your membership in the manner advised on our site.
- 3.3. Without prejudice to any other right or remedy that we may have, if any sum payable under these terms is not paid within 7 days of the date due we reserve the right to (i) charge interest from the date due for payment to the actual date of payment at the rate of 3% above the base rate of

Virgin Money from time to time in force and/or (ii) suspend the Membership until such time as payment is made or the Contract is terminated.

3.4. The total price payable as set out in the order form is exclusive of Value Added Tax.

3.5. All payments are non-refundable other than as set out in paragraph 6.2 and 6.3 below.

4. Our obligations

4.1. We warrant to you that the Membership is of satisfactory quality and reasonably fit for the purpose for which you purchased the Membership.

4.2. Other than as set out in paragraph 4.1 above, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of coaching and the fact that your success is dependent on a number of factors over which we have no control, we do not guarantee any particular results.

4.3. We will endeavour to ensure that all information that we provide is accurate and up-to-date but we shall not be liable for any claims arising from such information being inaccurate or not up-to-date or otherwise.

4.4. You acknowledge that your personal data will be processed by and on behalf of us. We will process your personal data in accordance with our Privacy Policy that can be viewed at **burnbrightcoachingltd.com**.

5. Intellectual Property

5.1. We are the owner or the licensee of all Intellectual Property Rights and all other rights in the materials provided to you by us as part of the Membership ("**Materials**") and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Materials to you or to any other person.

5.2. You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the Materials.

5.3. We grant to you a limited, non-exclusive, non-transferable, non-sub licensable, revocable licence to use all or any of the Materials for the purposes for which the Membership was provided only.

5.4. Except as set out in paragraph 5.3, you may not use any of our intellectual property rights at any time except where duly licensed. Use of our logo is strictly prohibited without our prior written consent.

5.5. You may not without our prior written consent make any audio or visual recordings of any part of our Materials.

5.6. We may from time to time record any or all or any part of the Materials being delivered during your attendance. You authorise us to use your image and voice in any such recordings (and to make

use of such recording in any way we think fit) without payment, other conditions or need for further consent.

5.7. You acknowledge that certain information contained in the Materials is already in the public domain.

5.8. The provisions of this paragraph 5 shall survive termination of the Contract.

6. Term and termination

6.1. The Contract shall continue until your membership expires, other than for the Terms that are specifically stated to remain in force which will survive termination of the Contract.

6.2. If you are purchasing as a consumer (as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 – namely you are buying the membership as an individual acting for purposes which are wholly or mainly outside of your trade, business, craft or profession, the following shall apply:

6.2.1 you have the right to cancel this agreement within 14 days of the date of this agreement by emailing us at **donna@burnbrightcoachingltd.com** or by using the form of cancellation annexed to this agreement at Annex 1. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you cancel this agreement, we will reimburse to you all payments received from you in relation to the agreement within 14 days after the date on which we were informed about your decision to cancel this Contract; and

6.2.2 notwithstanding paragraph 6.2.1 above, you agree that we may begin the supply of digital content not on a tangible medium before the end of the cancellation period set out in such paragraph and you acknowledge that you will lose your cancellation rights in relation to such digital content; and

6.2.3 in relation to the provision of any services under this Contract:

6.2.3.1 you hereby request immediate performance of the Contract and acknowledge that you will lose your right of withdrawal from the Contract once the service contract is fully performed; and

6.2.3.2 if you cancel the Contract before the services have been fully performed, you agree that you will pay for the supply of the service for the period for which they are supplied. The amount payable will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

6.3 If you are not purchasing the membership as a consumer, the above provisions shall not apply.

6.4 After any initial membership term (as stated on the order form) has expired, you may terminate your Membership and the Contract at any time by emailing us at **donna@burnbrightcoachingltd.com**. Subject to paragraph 6.2 above, no refunds will be provided. **Where you have set up recurring payments, it is your responsibility to terminate these payments.**

6.5. Notwithstanding the provisions of this paragraph, either of us may terminate the Contract on written notice to the other with immediate effect if at any time:

6.5.1. the other commits any serious or repeated breach or non-observance of any of the provisions of these Terms; or

6.5.2. the other (i) makes a resolution for its winding up, (ii) makes an arrangement or composition with its creditors, (iii) makes an application to a court of competent jurisdiction for protection from its creditors, (iv) is unable to pay its debts, (v) ceases trading or an administration or winding-up order is made or an administrator or receiver is appointed in relation to such party, (vi) is declared bankrupt or (vii) is convicted of a custodial offence (other than a road traffic offence); or

6.5.3. the other party commits any fraud or dishonesty or acts in any manner which in the opinion of the terminating party brings or is likely to bring the terminating party into disrepute or is materially adverse to the interests of the terminating party.

6.6. On or before the date of termination of the Contract, you shall immediately pay any unpaid fees or other sums payable under these Terms (which for the avoidance of doubt shall include any remaining instalments regardless of the point at which the Contract is terminated).

6.7. Termination of this agreement shall not affect either of our accrued rights, remedies, obligations and liabilities of either of us as at the date of termination of this Contract, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.

6.8. Any delay by us in exercising our right to terminate the Contract shall not constitute a waiver of our right to terminate or to seek any other remedy.

6.9. Paragraphs which expressly or by implication have effect after termination of the Contract shall continue in full force and effect after the date of termination of the Contract.

6.10. This paragraph 6 shall survive termination of the Contract.

6.11. Where the Contract expires, this shall be treated as a termination for the purposes of all paragraphs that refer to "termination".

7. Liability

7.1. We shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or

expenses suffered or incurred by the you as a result of you entering into the Contract and/or us providing the Membership.

7.2. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall in all circumstances be limited to the price paid by you for the Membership.

7.3. If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control (including illness or incapacity), we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

7.4. We may, without any liability to you or any obligation to make a refund, make changes to (i) the Membership, (ii) any of the Materials, (iii) the location of venues, (iv) the time and date of sessions, (v) trainers, instructors or coaches or (vi) the modality of delivery of the membership.

7.5. Nothing in this paragraph 7 shall limit our liability for death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

7.6. The provisions of this paragraph 7 shall survive termination of the Contract.

7.7. You acknowledge and agree that:

7.7.1. The Contract constitutes the entire agreement and understanding between us and supersedes any previous arrangement, understanding or agreement between us relating to the provision of the Membership (which shall be deemed to have been terminated by mutual consent);

7.7.2. In entering into the Contract you have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the provision of the Membership other than as expressly set out in the Contract.

8. General

8.1. By applying for Membership, you warrant that:

8.1.1. You are legally capable of entering into binding contracts; and

8.1.2. You are at least 18 years old; and

8.1.3. That all information you provide us with is materially true and accurate at all times and not misleading in any way.

8.2 You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent. We can transfer all or any of our rights and obligations under these Terms at any time.

- 8.3 All notices sent by you to us must be sent to **Donna Smith**, Director of **Burn Bright Coaching Limited** at **58 Flatts Lane, Calverton, Nottingham NG14 6JZ** and/or **donna@burnbrightcoachingltd.com**. We may give notice to you at either the e-mail or postal address you provide to us in writing. Notice will be deemed received and properly served 24 hours after an email is sent or two days after the date of posting of a pre-paid first class, recorded delivery or registered letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the first class, recorded delivery or registered post and, in the case of an email, that the email was sent to the specified email address of the addressee.
- 8.4 If any court (or other competent authority) decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be 'severed' from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 8.5 If we do not insist on performance of your obligations or we delay in exercising any rights or remedies that we have, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 8.6 We may vary these Terms (other than the price payable by you for the Membership) as we see fit from time to time and if we do, we shall notify you by email of the change of terms. Your continuation with the Membership will be deemed to be your acceptance of any new Terms.
- 8.7 You accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.
- 8.8 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 8.9 These Terms and any dispute or claim arising out of or in connection with it shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.

ANNEX 1

MODEL CANCELLATION FORM

To **Donna Smith** Director of **Burn Bright Coaching Limited**

58 Flatts Lane, Calverton, Nottingham NG14 6JZ

donna@burnbrightcoachingltd.com

I/we* hereby give notice that I/we* cancel my/our* contract of sale for the supply of the following services:

.....
.....

Ordered on

.....

Name of consumer

.....

Address of consumer

.....

Signature of consumer

.....

Date

[* delete as appropriate]