

WildStrong Certification Terms and Conditions

Service Provider:

WildStrong Ltd (Company No. SC690533)
Kingsbarns, St Andrews, Scotland, KY16 8QD

Service:

WildStrong Accredited Independent Trainer Certification Course and Post-Course Assessment, completed through either the **WildStrong Movement Coach Pathway** or the **Nature Moves Facilitator Pathway**.

Service Fee:

The fee payable for the Certification component of the Services shall be the amount specified in the Invoice issued by WildStrong to the Prospective Trainer.

WildStrong may set different pricing for the Services from time to time. The applicable Service Fee shall be the amount agreed at the time of purchase and confirmed in the Invoice.

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Acceptance:

By completing the online registration form, checking the acceptance box, and/or making payment for the Services, you ("the Prospective Trainer") confirm that you have read, understood, and agree to be bound by these Terms and Conditions and WildStrong's Privacy Policy.

WildStrong records the date and time of your acceptance, along with the version of the Terms agreed to, as evidence of contract formation.

1. Prospective Trainer's Contract is made up of the following:

- (a) The Contract Details.
- (b) The Terms and Conditions.
- (c) The Registration Form.
- (d) The Privacy Policy.
- (e) Financial documents relating to the Service (including the Invoice).

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Agreement takes effect on the date the Prospective Trainer indicates agreement by checking the acceptance box.

WildStrong Certification Terms and Conditions
Governing the Accredited Independent Trainer and Nature Moves Facilitator
Certifications

1. Definitions and Interpretation

The following definitions apply in these Terms and Conditions, unless otherwise stated and shall have the meaning given below:

Certification	the issue of a certification to a Prospective Trainer confirming that the Accredited Independent Trainer or the Nature Moves Facilitation in-person training has been completed and that the post-course assessment has been completed satisfactorily.
Certification Period	5 years from the date of Certification.
Contract	the agreement between the parties under which WildStrong provides the Services to the Prospective Trainer, which incorporates the Contract Details, these Terms and Conditions, the Registration Form, Privacy Policy and any other financial documents and applicable schedules, attachments and annexures relating to the Services.
Intellectual Property Rights	copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in software, database rights, rights in confidential information (including know-how), patents, rights to inventions, and all other intellectual property and similar rights which subsist or will subsist now or in the future in any part of the world relating to the Services and WildStrong, owned by WildStrong or acquired by WildStrong from time to time.
Invoice	the fiscal document issued by WildStrong to the Prospective Trainer confirming the Services ordered by the Prospective Trainer which shall include the amount to be paid by the Prospective Trainer for the provision of those Services and the timescale for making payment.

Prospective Trainer	any individual (or, where applicable, an authorised representative of a business) who registers for and participates in the Services. Where the Prospective Trainer acts as a consumer, these Terms shall not affect any statutory consumer rights under UK consumer protection law.
Privacy Policy	WildStrong's privacy policy is updated from time to time, available on the WildStrong website.
Registration Form	the form to be filled in by the Prospective Trainer, physically or electronically, with the data requested therein, in order to register for the Accredited Independent Trainer Certification course or the Nature Moves Certification course.
Service Services	means the <i>WildStrong Accredited Independent Trainer Certification or the Nature Moves Facilitator Certification</i>, including the post-course assessment, coaching pathway, and associated materials supplied by WildStrong pursuant to this Contract. The in-person <i>Foundational Course</i> is a separate course governed by its own Terms and Conditions. Completion of the Foundational Course is a prerequisite for enrolling in the Accredited Independent Trainer Certification or the Nature Moves Certification.
Service Fee	The fee payable by the Prospective Trainer for the Services, as specified in the applicable Invoice issued by WildStrong.
Terms and Conditions	WildStrong's terms and conditions set out in Prospective Trainer's document, which shall govern the relationship between the parties.
WildStrong	WildStrong Ltd, a limited company with company number SC690533 whose business includes creating sustainable, outdoor fitness communities that become meaningful support networks, carried on by WildStrong and its franchisees, with registered office and main trading address at Cambo Farmhouse, Kingsbarns, St. Andrews, Scotland, KY16 8QD, which in accordance with and subject to these Terms and Conditions and WildStrong's Privacy Policy is the provider of the Services.
WildStrong Trademark	the registered trademark: "WildStrong®" and any trademarks which WildStrong may, in its discretion, use and/or register in relation to WildStrong and its business from time to time.

2. Contract Structure and Formation

- 2.1. The Contract is made up of the following documents, which together govern the relationship between the parties:
 - 2.1.1 The Contract Details;
 - 2.1.2 These Terms and Conditions;
 - 2.1.3 The Registration Form;
 - 2.1.4 The Privacy Policy;
 - 2.1.5 Financial documents relating to the Service (including the Invoice).
- 2.2. The Prospective Trainer agrees that by submitting a completed Registration Form together with making partial or full payment (instalment payment or payment in full, respectively) for the Services, the Prospective Trainer agrees to be bound by the Prospective Trainer's Contract.
- 2.3. By submitting the online Registration Form, checking the acceptance box, and/or making partial or full payment for the Services, the Prospective Trainer confirms that they have read, understood, and agree to be bound by these Terms and Conditions. WildStrong will retain a secure electronic record of such acceptance, including the date, time, and version of the Terms agreed to.
- 2.4. Within these Terms and Conditions, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. A reference to "writing" includes email, but not fax.

3. Contract Subject

The purpose of Prospective Trainer's Contract is for WildStrong to provide, and the Prospective Trainer to receive, the Services, in accordance with these Terms and Conditions, through registration and payment (whether in full or in instalments).

For the avoidance of doubt, this Contract applies either to the *Accredited Independent Trainer Certification* or the *Nature Moves Facilitator Certification* component of WildStrong's training pathway. By entering into this Contract, the Prospective Trainer confirms that they have already completed the *Foundational In-Person Course* and wish to proceed with the Certification and Coaching Pathway.

4. Provision of Personal Data

- 4.1. The Prospective Trainer acknowledges that it is mandatory for the Prospective Trainer to provide certain personal data in order to complete the Contract in accordance with clause 2.2 above and to receive the Services.
- 4.2. By registering for the provision of the Services, the Prospective Trainer undertakes to provide the information requested in the Registration Form and any other information that may reasonably be required by other means and that

WildStrong considers to be necessary for the provision of the Services. WildStrong may ask for evidence of the Prospective Trainer's eligibility to enrol for the Services. In the event that the Prospective Trainer is deemed by WildStrong to be ineligible, WildStrong shall issue a full refund of any sums that the Prospective Trainer has paid in respect of Services that the Prospective Trainer has not received.

- 4.3. The information provided by the Prospective Trainer must be true, accurate, up to date and complete, including, but not limited to, information relating to the requirements necessary for attendance at the Services to which the Prospective Trainer subscribes.
- 4.4. The Prospective Trainer must, whenever there is a change to the information provided, update it as soon as reasonably possible.
- 4.5. WildStrong may rely on the information provided by the Prospective Trainer under Prospective Trainer's clause 4 without any need to satisfy itself as to its accuracy, completeness or partiality.
- 4.6. WildStrong will treat the personal data and information referred to in Prospective Trainer's clause 4 in accordance with its Privacy Policy.

5. Certification Pathway Selection

5.1 The Prospective Trainer must indicate their chosen certification pathway at registration. The available pathways are:

- (a) the WildStrong Movement Coach Pathway, or
- (b) the Nature Moves Facilitator Pathway.

5.2 Each pathway includes its own post-course assessment, learning materials, and certification criteria. Certification will be awarded according to the standards and assessment relevant to the selected pathway.

5.3 Prospective Trainers may subsequently choose to complete both pathways. In such cases, each certification will be awarded independently, and the individual may refer to themselves as a *WildStrong Certified Trainer & Nature Moves Certified Facilitator*.

5.4 Pathways and certification status are not interchangeable without WildStrong's written approval. Progression, renewal, or re-assessment requirements may differ between pathways.

6. Duration of the Contract

- 6.1. The Contract shall commence on the date WildStrong receives the first payment in respect of the Services and, unless terminated in accordance with these Terms and Conditions, shall continue in full force and effect for the duration necessary for the provision of the requested Services and its payment in full.
- 6.2. WildStrong will make reasonable endeavours to provide the Services on the dates and conditions presented. However, the Prospective Trainer acknowledges and accepts that such dates, whether relating to the commencement and/or completion of the Services, are estimated and may be subject to change. In particular, elements of the Services require participation in an outdoor setting and so may be affected by extreme or inclement weather conditions.

- 6.3. WildStrong shall not be responsible or liable for any delay in providing the Services, any change in the timing, method or the location of the Services and for any loss or damage caused as a result thereof.

7. Fees, Payment and Invoicing

- 7.1. The total service fee, as agreed in relation to the individual circumstances, covers the Certification and post-course components governed by this Contract. The Prospective Trainer has previously paid for the Foundational In-Person Course.
- 7.2. Upon registration for the Services, where the Prospective Trainer is acting in Prospective Trainer's capacity as a consumer (as such term is defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013), The Prospective Trainer has the right to cancel and claim a refund of any Service Fee paid within a period of 14 days, without any additional charge. Prospective Trainer's right shall cease if the Services are provided with the Prospective Trainer's consent within that period of time.
- 7.3. The Prospective Trainer must pay the Service Fee in the timescales set out in the Invoice sent to the Prospective Trainer. If payment is not made in accordance with the Invoice, WildStrong has the right at its sole discretion to withhold or suspend the provision of the Services until such a time as all requested payments are made by the Prospective Trainer.
- 7.3.1 Without prejudice to the generality of clause 6.3, if WildStrong has agreed that the Prospective Trainer may pay in instalments and there is a delay in payment of an instalment, WildStrong shall be entitled to ask for full payment of the outstanding balance, and apply a charge of interest for late payments, before allowing the Prospective Trainer to continue to receive the Services.
- 7.3.2 If WildStrong has agreed that the Prospective Trainer may pay by direct debit and such direct debit is cancelled by the Prospective Trainer at any time, without notification to WildStrong and unilaterally, the Prospective Trainer will be charged an additional amount (Administrative Fee) to cover WildStrong's reasonable administrative expenses and WildStrong shall be entitled to demand immediate payment of all outstanding sums owed by the Prospective Trainer pursuant to the Contract.
- 7.4. Payments must be made using the payment method specified by WildStrong.
- 7.5. A booking for the Services is only deemed complete after: i) the Prospective Trainer has completed any necessary pre-registration documentation to the satisfaction of WildStrong; ii) WildStrong has received payment of all amounts due in advance as set out in the applicable Invoice; and iii) the Prospective Trainer has accepted these Terms and Conditions.
- 7.6. Documentation relating to payments, including (without limitation) Invoices, will be sent by electronic mail (e-mail) and to the address provided at the time of registration by the Prospective Trainer. Changes to the Prospective Trainer's email address, or requests to receive documentation by another means, must be made in writing to WildStrong.

8. E-mail Policy

WildStrong routinely uses e-mail as the preferred means of communication with Prospective Trainers and for sending documentation, including (without limitation)

Invoices. WildStrong regularly virus checks the computer systems which are used for Prospective Trainer's purpose. Whilst WildStrong shall use reasonable endeavours to prevent the transmission of known viruses, the Prospective Trainer should also check all incoming electronic messages for viruses and use appropriate anti-virus protection software to monitor Prospective Trainer's files, e-mail messages and their attachments.

9. Prospective Trainer Obligations

- 9.1. The Prospective Trainer undertakes under Prospective Trainer's Contract to provide true, accurate, up-to-date and complete information at all times, including any specific and necessary requirements to register for and attend the Services.
 - 9.1.1 If such information changes, the Prospective Trainer must promptly inform WildStrong and must always keep the information up to date. WildStrong may rely on the information that is provided by the Prospective Trainer at any given time, without having to satisfy itself as to its veracity, timeliness, accuracy or partiality and shall not be liable for any lack of veracity.
 - 9.1.2 The Prospective Trainer is also obliged to inform WildStrong of any change to the contact information they have provided to WildStrong. WildStrong cannot be held responsible for the Prospective Trainer not being notified of any information in respect of, or changes to, the Services where the Prospective Trainer has failed to provide WildStrong with up to date contact information.
 - 9.1.3 The Prospective Trainer must inform WildStrong as soon as reasonably possible of any special dietary requirements or relevant health conditions of which WildStrong should be aware for the normal operation and provision of the Services to the Prospective Trainer.
- 9.2. The Prospective Trainer is required under Prospective Trainer's Contract to pay for the Services in full and in such timescales as are established by WildStrong and in the manner chosen by the Prospective Trainer and accepted by WildStrong.
- 9.3. The Prospective Trainer acknowledges that they are not permitted to record or broadcast any image, video or sound of the Services, nor may he reproduce or distribute any ancillary materials, except in accordance with these Terms and Conditions or otherwise with the express written permission of WildStrong.

10. WildStrong Obligations

- 10.1. WildStrong shall:
 - 10.1.1 provide the Services with reasonable diligence and care;
 - 10.1.2 ensure that course leaders will be suitably experienced in the subject matter they will be teaching, PROVIDED THAT the Prospective Trainer acknowledges and accepts that course leaders are responsible for the accuracy and fidelity of the information they teach and provide and WildStrong is not responsible for any inaccuracies or errors, which may arise in oral or written form;

- 10.1.3 maintain the confidentiality of any confidential information provided to it by the Prospective Trainer and expressly indicated by the Prospective Trainer as being confidential information;
- 10.1.4 provide adequate security in respect of such information in accordance with applicable national legislation and the General Data Protection Regulation (EU); and
- 10.1.5 Comply with WildStrong's Privacy and Cookies Policy, which sets out how personal information provided to WildStrong by the Prospective Trainer is obtained and processed.

11. Certification and post-course assessment

- 11.1. The Prospective Trainer will achieve Certification following Prospective Trainer's attendance and participation in all of the various components of the WildStrong in-person Foundational course and achieving a 'pass' in the post-course assessment. The course comprises four days of classroom-based instruction, group training and coach-led movement sessions. The post-course assessment is completed remotely and requires the Prospective Trainer to demonstrate the skills they have learned in a simulated class leadership scenario.
- 11.2. WildStrong's Certification is accredited by a recognised awarding organisation for the learning, wellbeing and active leisure sector, currently ActiveIQ. The Prospective Trainer's performance in the post-course assessment will be assessed by the course leader in accordance with the relevant guidance and assessment criteria issued by ActiveIQ from time to time.
- 11.3. Certification remains at the sole discretion of WildStrong and is subject to the Prospective Trainer's satisfactory completion of the Certification Foundational course and Prospective Trainer's demonstration of sufficient knowledge and ability during the post-course assessment to score a 'pass', in the reasonable opinion of the course leader, taking into account the guidance and assessment criteria referred to at clause 10.2.
- 11.4. Unless otherwise agreed in writing by WildStrong, the post-course assessment must take place within 30 days of the Prospective Trainer's completion of the final day of the course. The assessment shall take place at a date and time mutually agreeable to the Prospective Trainer and the course leader, each acting reasonably. The course leader will confirm the date and time of the assessment in writing once agreed, which shall be final and may only be changed with the written agreement of the course leader, at Prospective Trainer's sole discretion.
- 11.5. The Prospective Trainer shall be responsible for providing, at Prospective Trainer's own cost, a suitable space or location and a device, internet connection, webcam and any other equipment necessary to complete the post-course assessment.
- 11.6. The post-course assessment is included within the Service Fee. Should the Prospective Trainer decide not to take the post-course assessment, they will not be entitled to a refund of any portion of the Service Fee and will not be able to benefit from accreditation by ActiveIQ.
- 11.7. If the Prospective Trainer is unable to demonstrate a sufficient level of knowledge or skill to achieve a 'pass' in the post-course assessment, they shall be entitled to constructive feedback from the course leader, upon written request. The Prospective Trainer may re-sit the assessment within 6 months of the date of Prospective Trainer's initial assessment. The fee for a re-sit of the post-course

assessment is £100, which shall be invoiced separately and payable in full, in advance of the re-sit. Should the Prospective Trainer consider it beneficial to re-attend the in-person course prior to taking a re-sit, he shall be entitled to do so, subject to availability, at a discounted rate of 50% of the Service Fee. With the exception of the deadline for taking a re-sit, any re-sit shall be arranged according to the provisions of clauses 10.4 and 10.5, above.

- 11.8. Once Certification has been achieved and for as long as it lasts, the Prospective Trainer may, as an accredited independent trainer or facilitator, use the skills and knowledge acquired in obtaining Prospective Trainer's Certification to teach group and/or one-to-one classes, either in person or online, under Prospective Trainer's own name or the name of any business carried on by him. The accreditation by ActiveIQ may be used to support an application by the Prospective Trainer for insurance in respect of carrying on such activities.
- 11.9. Once Certification has been achieved and for as long as it lasts, the Prospective Trainer's name will be included in a list of trainers who have successfully completed the Certification course and thereby achieved accreditation, which shall be published on the WildStrong website and updated from time to time. WildStrong will omit or remove the name of a Prospective Trainer from Prospective Trainer's list promptly upon receipt of a request in writing to do so at any time following commencement of the Contract.
- 11.10. Subject to earlier termination in accordance with the provisions of these Terms and Conditions, Certification will continue for the Certification Period, after which it will lapse, unless renewed before expiry with WildStrong.
- 11.11. Certification shall render the Prospective Trainer eligible to progress to a more advanced certifications with WildStrong. Information regarding further courses and certifications can be obtained from WildStrong upon request.
- 11.12. WildStrong reserves the right to change the awarding organisation through which any of its courses are accredited, at its discretion. Any replacement awarding organisation shall be, in WildStrong's reasonable opinion, a suitably competent and recognised body for that purpose in the learning, wellbeing and active leisure sector.
- 11.13. Nature Moves Facilitator Certification: Trainers undertaking the *Nature Moves Facilitator Pathway* will complete the same Foundational In-Person Course as all Prospective Trainers, followed by a distinct set of online and field-based modules focused on inclusive, place-based movement for older adults.
- 11.14. On successful completion, the Trainer will receive the *WildStrong Nature Moves Facilitator Certification*, confirming that they are competent to deliver Nature Moves sessions using locally sourced equipment and task-based movement principles.
- 11.15. Facilitators are not authorised to use the WildStrong name, trademark, or logo in branding or promotional materials for their own programmes. However, they may accurately state that they are 'Certified Nature Moves Facilitators, trained by WildStrong Ltd.

12. Use of WildStrong Name and Materials

- 12.1 Certified individuals may accurately refer to their qualification using the following approved titles, as applicable:
 - (a) *WildStrong Certified Trainer* (for those completing the WildStrong Movement

Coach Pathway);

(b) *Nature Moves Certified Facilitator* (for those completing the Nature Moves Facilitator Pathway); or

(c) *WildStrong Certified Trainer & Nature Moves Certified Facilitator* (for those completing both pathways).

12.2 Certified individuals may use these titles in professional biographies, promotional materials, or class descriptions to describe their qualifications.

12.3 Trainers and Facilitators must **not**:

(a) use the WildStrong or Nature Moves names, logos, or trademarks in any business name, website URL, social media handle, or class title;

(b) describe themselves as employees, partners, or franchisees of WildStrong Ltd; or

(c) reproduce, distribute, or modify any WildStrong or Nature Moves course materials without written permission.

12.4 All intellectual property, trademarks, and logos remain the sole property of WildStrong Ltd. WildStrong may revoke the right to use these titles if a certification lapses, is withdrawn, or if the individual breaches these Terms.

13. Use of Trainer and Facilitator Logos

13.1 WildStrong provides Certified Trainers and Certified Facilitators with access to digital logo files for use in accordance with these Terms ("Trainer Logo" and "Facilitator Logo").

13.2 Certified individuals may display the relevant logo solely for the purpose of identifying their personal qualification. Permitted uses include:

(a) personal websites, professional biographies, and social media profiles;

(b) printed business cards, flyers, or digital certificates promoting the individual's coaching or facilitation services; and

(c) inclusion of materials directly related to their own classes or workshops, provided those are offered under their own name or business and not branded as "WildStrong" or "Nature Moves" classes.

13.3 The Trainer Logo and Facilitator Logo must always appear in the approved form provided by WildStrong and must not be altered, recoloured, distorted, or combined with other design elements or text.

13.4 The logos may not be used:

(a) as part of any business name, class title, or social media handle;

(b) on merchandise, equipment, or apparel intended for sale;

(c) in any way that implies employment, partnership, or franchise status with WildStrong; or

(d) in a manner that could reasonably mislead the public about the Trainer's or Facilitator's relationship to WildStrong.

13.5 All intellectual property rights in the Trainer Logo and Facilitator Logo remain the exclusive property of WildStrong Ltd. Use of the logos constitutes a limited, non-exclusive, revocable licence.

13.6 WildStrong may withdraw or restrict permission to use the logos at any time, including where:

(a) a certification lapses, expires, or is withdrawn;

- (b) a Trainer or Facilitator breaches these Terms or any Brand Guidelines issued by WildStrong; or
- (c) WildStrong reasonably believes that continued use could damage its reputation or misrepresent the brand.

13.7 Upon withdrawal or expiry of certification, the individual must promptly remove the logos from all websites, materials, and communications under their control.

Further specifications for colour, size, and placement of the Trainer and Facilitator Logos are set out in the *WildStrong Brand Guidelines for Certified Trainers and Facilitators*, which may be updated periodically.

14. Cancellation or Modification of the Service

14.1. By the Prospective Trainer:

- 14.1.1 In the event that a Prospective Trainer misses attending a module or modules of the Services, the Prospective Trainer may submit a written request to attend an alternative or similar module which is available the next time that Services are provided by WildStrong. WildStrong, at its absolute discretion, shall decide whether or not to accept such a request and shall confirm its decision in writing.
- 14.1.2 In all cases, if the request is made less than 4 (four) weeks in advance of the module or modules the Prospective Trainer will not attend, WildStrong shall be entitled to charge an additional amount to cover reasonable administrative expenses (Administrative Fee).
- 14.1.3 If the Prospective Trainer wishes to cancel a Service to which he has subscribed, he may do so if the Service has not yet been provided, subject to clause 12.1.3 and 12.1.4, and the cancellation must be sent in writing to WildStrong, if via email to: info@wildstrong.co
- 14.1.4 Without prejudice to clause 6.2, if the Service is cancelled by the Prospective Trainer at least 30 days before the date scheduled for the start of the Service, WildStrong will within 7 days of receipt by WildStrong of such cancellation request initiate a refund of any amount(s) already paid to WildStrong in respect of the Service, subject to a deduction of 10% of the Service Fee (Cancellation Fee).
- 14.1.5 If the Service is cancelled within 30 days of the date scheduled for its commencement, the Prospective Trainer shall not be entitled to a refund, with the exception of cancellation pursuant to clause 6.2.

14.2. By WildStrong:

- 14.2.1 If for any reason (such as an insufficient number of registrations for a particular Service) a Service cannot be carried out as advertised, the Prospective Trainer will be notified of the cancellation and will be refunded any amount(s) already paid when registering for the Service. A refund of the amount(s) already paid by the Prospective Trainer shall be the Prospective Trainer's sole remedy in the event of cancellation by WildStrong and WildStrong shall have no liability for any other expenses and costs incurred by the Prospective Trainer, including, but not limited to

those relating to reservations, travel arrangements, transport or accommodation.

14.2.2 WildStrong reserves the right in its sole discretion, in exceptional circumstances, to change the locations, dates, method or composition of the Services advertised or provided. In such circumstances, WildStrong will provide the Prospective Trainer with as much advance notice of the changes as possible and shall not be responsible for the reimbursement or payment of any expenses and costs incurred by the Prospective Trainer, including, but not limited to, those relating to bookings, travel arrangements, transportation, or accommodation.

15. Insurance

15.1 The Prospective Trainer shall, at their own cost, maintain at all times appropriate insurance for their professional activities, including:

- (a) Public Liability Insurance; and
- (b) Professional Indemnity Insurance where applicable.

15.2 Proof of valid insurance shall be provided to WildStrong on request and prior to any public reference to the WildStrong Certification.

15.3 Failure to maintain appropriate insurance may result in suspension or withdrawal of Certification status and removal from the WildStrong Trainer register.

16. Termination

16.1. WildStrong can terminate the Contract if:

16.1.1 the Prospective Trainer materially or persistently breaches the terms of the Contract;

16.1.2 The Prospective Trainer fails to make punctual payment of any fee, including the Service Fee, in accordance with the Contract.

16.1.3 in relation to any Prospective Trainer who makes a booking for the Services under the name of another legal person, including but not limited to a limited company or other corporate entity, WildStrong can terminate Prospective Trainer's Contract if that legal person becomes insolvent, enters into any form of winding up or arrangement with its creditors or becomes voluntarily or compulsorily bankrupt, or if a receiver or administrative receiver or administrator is appointed.

16.1.4 Failure to exercise, or delay in exercising, any right under the Contract shall not be construed as a waiver of such right, nor shall it prejudice any subsequent exercise thereof.

17. Liability

- 17.1. The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in Prospective Trainer's clause 15.
- 17.2. Subject to clause 15.4, WildStrong's total liability to the Prospective Trainer shall not exceed, in aggregate, the amounts paid by such Prospective Trainer in relation to the Services.
- 17.3. Subject to clause 15.4, WildStrong shall not be liable for losses that were not foreseeable to both parties when the Contract was formed.
- 17.4. Nothing in the Prospective Trainer's Contract shall be construed as restricting or excluding WildStrong's liability for death or personal injury resulting from WildStrong's negligence, or fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.
- 17.5. Save as expressly set out in the Contract, WildStrong gives no warranty and makes no representations in relation to the Services and all warranties and conditions, whether express or implied by statute, common law or otherwise are excluded to the extent permitted.
- 17.6. The Prospective Trainer acknowledges that, once certified, they operate independently of WildStrong. They are responsible for the safety and supervision of any classes or activities they lead and for holding adequate insurance to cover such activities.

18. Privacy Policy

- 18.1. WildStrong's Privacy Policy can be found on the WildStrong website. By registering and subscribing to any WildStrong Services, whether provided jointly or on behalf of a third party, the Prospective Trainer consents to the processing and sharing of Prospective Trainer's information with such entity(ies) to the extent necessary for the purpose of providing the contracted Services. WildStrong shall notify the Prospective Trainer of the involvement of any third party in the provision of the Services. Such entity(ies) may contact the Prospective Trainer in accordance with their own Terms and Conditions, Privacy Policy, and other regulations.
- 18.2. Where relevant, WildStrong will ensure that contractual safeguards are put in place to ensure the protection of the Prospective Trainer's personal information that is disclosed to third parties.
- 18.3. The transmission of personal data to third parties other than those set out above will only be made in cases where, and in a manner which, is permitted or required by law.

19. Complaints

If the Prospective Trainer is not satisfied with any aspect of the Service, they can make a complaint in writing and WildStrong will confirm receipt to the Prospective Trainer within five working days, following which the Prospective Trainer will be

informed of the progress of the complaint periodically, with a view to resolving the situation.

20. Force Majeure

The parties shall not be liable either for delay in performance or for non-performance of any of their obligations under the Contract if such delay or non-performance is caused by Force Majeure. For the purposes of the Contract, Force Majeure shall be deemed to be any unforeseeable circumstance beyond the reasonable control of a party, including but not limited to acts of God, fire, flood, explosion, riot, war (whether declared or not), hurricane, terrorism, major accident, epidemic, restriction or other act of the Government, acts or omissions of civil or military authorities, strike, industrial dispute (whether involving employees of WildStrong or not), which prevents either party from fulfilling its obligations under the Contract.

21. General

- 21.1. For the purposes of Prospective Trainer's Contract, any notice required, necessary or permitted to be given by either party shall be in writing to the postal or email address which at the time has been provided to the other party for the purposes of Prospective Trainer's Contract.
- 21.2. These Terms and Conditions and the Privacy Policy may be amended at any time by WildStrong in order to reflect changes in applicable laws or regulations, subject to providing the Prospective Trainer with at least 30 days' notice in writing of such changes.
- 21.3. WildStrong may at any time, and without notifying the Prospective Trainer, make any changes to the Services that are necessary to comply with any applicable safety or other statutory requirements, which do not materially affect the nature or quality of the Services.
- 21.4. A person who is not a party to the Contract shall not have any rights to enforce any of the provisions of the Contract.
- 21.5. The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.
- 21.6. The Contract shall be construed so that all of its provisions are effective and valid under applicable law; but if any of the provisions of the Contract are held by a competent authority to be invalid, void, or unenforceable, in whole or in part, the validity in part of them and of the remaining provisions of Prospective Trainer's Contract shall remain unaffected.
- 21.7. The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 21.8. Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

22. Applicable Law and Jurisdiction

- 22.1. The Prospective Trainer's Contract and any dispute or claim arising out of, or in connection with it, shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract.
- 22.2. WildStrong will retain records of a Prospective Trainer's acceptance of these Terms, together with relevant payment and registration data, for a period of **seven (7) years** after the end of the Certification Period for legal and compliance purposes. Such records will be processed in accordance with WildStrong's Privacy Policy.

23. Amendments to These Terms

- 23.1. WildStrong may make minor updates to these Terms (for example, to comply with changes in law or administrative processes) by posting the updated version on its website.
- 23.2. For material changes affecting the rights or obligations of the Prospective Trainer, WildStrong shall provide at least **30 days' notice** by email and shall identify the effective date of the updated Terms.
- 23.3. Continued participation in the Services, or continued use of the Certification or Trainer status after the effective date, shall constitute acceptance of the amended Terms. WildStrong may, at its discretion, request renewed acceptance via the online registration system.