

Coaching agreement for Total Inner Peace System 8 week online programme

1. Summary of key terms

Contents of Programme	See website at www.mattdfox.com/tips
Total payment due if paid in full on registration	£297
Total payment due if paid in instalments	£354
Instalments	2 instalments of £177, 1 to be paid on the date of registration and 30 days thereafter.
Cancellation	You may cancel the Contract within 14 days of the date of your registration. Please email support@mattdfox.com stating clearly your wish to cancel and we will provide you with a full refund.
Guarantee	You may request a full refund up to the date falling 30 days after the start date of the Programme. See paragraph 8.2 for more details.

2. Application of terms and conditions

- 2.1.** These terms and conditions (“Terms”) apply to the TIPS coaching Programme (“Programme”) operated by Matt D Fox, Lewes, BN 7 1QU UK (“we” or “us”). By registering to be a participant in our Programme, 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.
- 2.2.** The agreement between us and you, the person or entity registering to be a participant in the Programme (“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 Programme and shall continue until terminated in accordance with these Terms.
- 2.3.** If you are purchasing online, the order process will be as follows:
- 2.3.1.** add the Programme to the cart and proceed to the checkout and make payment as directed;

- 2.3.2. if you are paying by PayPal, you will be re-directed to the PayPal website for you to make payment and then once payment is made, you will be re-directed back to our site;
 - 2.3.3. we will send you an email acknowledging your order and confirming whether we have accepted your order.
 - 2.3.4. If at any stage you have made an error in your order, you may email us at support@mattdfox.com to correct any errors.
 - 2.4. 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.
 - 2.5. 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 www.mattdfox.com (“site”)).
 - 2.6. Any content posted or submitted by you to our site in the course of the Programme is subject at all times to the Acceptable Use Policy.
 - 2.7. 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.
3. **Programme**
 - 3.1. The Programme will be provided over the course of 8 weeks and shall be delivered via recorded video sessions as detailed on the site.
 - 3.2. Any digital materials included in the Membership require the following hardware and software and other functional requirements in order to be fully used: **PC or Mac or Smartphone with audio and video playback**
Online Sessions
 - 3.3. The online video sessions of the Programme 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.
 - 3.4. 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 unauthorized use of your account and you shall indemnify us against all claims, damages, losses, costs or expenses (including professional fees) and any other liability which arises from any unauthorized use of your account.
4. **Goods**

- 4.1. Where we are providing goods or products (such as CDs, DVDs or binders) (“Products”) as part of the Programme or otherwise, the following terms and conditions of this paragraph 4 shall apply.
- 4.2. Any photographs of the Products on our site are for illustration purposes only.
- 4.3. The delivery charges for the Products are as set out on our site from time to time.
- 4.4. Your order will be fulfilled by the estimated delivery date set out in our confirmation email or as described on our site, unless there is an event outside of our control. If we are unable to meet the estimated delivery date because of an event outside our control, we will endeavour to contact you with a revised estimated delivery date.
- 4.5. Delivery will be completed when we deliver the Products to the address you gave us when you placed the order and the Products will be your responsibility from the completion of delivery.
- 4.6. If no one is available at your address to take delivery, we will leave you a note that the Products have been returned to our premises, in which case, please contact us to rearrange delivery. [Return delivery will be at your expense.]
- 4.7. You own the Products once we have received payment in full, including all applicable delivery charges.

5. Payment

- 5.1. The total price payable for the Programme is as set out in the summary of key terms above.
- 5.2. You may choose to pay by instalments or in one lump sum and the total price payable shall depend upon which option you have chosen and shall be as set out in the summary of key terms.
- 5.3. You will be invoiced for 2, one initial and one subsequent instalment for the amount set out in the summary of key terms every 30 days until the total price payable has been paid. Such invoices must be paid within 7 days of the date of the invoice.]
- 5.4. Payment is to be made by any method that is detailed on our site from time to time.
- 5.5. 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 Santander Bank from time to time in force and/or (ii) suspend the availability of the Programme until such time as payment is made or the Contract is terminated.

- 5.6. The total price payable as set out in the summary of key terms is exclusive of Value Added Tax (and any other applicable taxes or duties) which shall be added at the applicable rate where necessary.
- 5.7. You shall be responsible for all travel, accommodation and other subsistence costs and all other expenses incurred by you in connection with your participation in the Programme.
- 5.8. All payments are non-refundable other than as set out in paragraph [6.5 and] 8.2 below.

6. Our obligations

- 6.1. We warrant to you that the Programme and Programme materials purchased from us is of satisfactory quality and reasonably fit for the purpose for which the Programme is supplied.
- 6.2. Other than as set out in paragraph 6.1 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.
- 6.3. 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.
- 6.4. We acknowledge that in the course of the Programme we will have access to your confidential information and we agree not to (except in the proper course of our duties) use or disclose to any third party such confidential information. This restriction does not apply to:
- (a) any use or disclosure authorised by you or required by law;
 - (b) any use or disclosure which we in our absolute discretion consider necessary or advisable in order to prevent illegal acts or harm to you or to others; or
 - (c) any information which is already in, or comes into, the public domain otherwise than through our unauthorised disclosure.
- 6.5. You may cancel the Contract within 14 days of the date of you registering for the Programme by emailing us at support@mattdfx.com stating your clear intention to cancel or by using the form of cancellation annexed to this agreement at Annex 1. If we receive such email within 14 days of the date of you registering for the Programme, we shall provide you with a full refund of the amount paid by you up to such date, within 14 days of the day on which we received your valid notice of cancellation and usually by the method originally used by you to pay for your purchase.

- 6.6. 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. 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.
- 6.7. 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 paragraph 4.7 above and you acknowledge that you will lose your cancellation rights in relation to such digital content.
- 6.8. You acknowledge and agree that your personal data will be processed by and on behalf of us as part of us providing the Programme to you.

7. Intellectual Property

- 7.1. We are the owner or the licensee of all Intellectual Property Rights and all other rights in the Programme and all content within the Programme and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Programme or the content of the Programme to you or to any other person.
- 7.2. 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 content or materials contained in the Programme.
- 7.3. We grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content of the Programme for the purposes for which the Programme were provided only.
- 7.4. Except as set out in paragraph 7.3, 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.
- 7.5. You may not without our prior written consent make any audio or visual recordings of any part of our Programme.
- 7.6. We may from time to time record the Programme being delivered during your attendance. You authorise us to use your image and voice in any such recordings without payment, other condition or need for further consent.
- 7.7. You acknowledge that certain information contained in the Programme and Programme materials is already in the public domain.
- 7.8. You are not permitted to sell or promote products or services to other participants in the Programme at or during any part of our Programme without our prior written permission.
- 7.9. The provisions of this paragraph 7 shall survive termination of the Contract.

8. Term and termination

- 8.1. The Contract shall continue until the end of the Programme when the Contract shall expire other than for the Terms that are specifically stated to remain in force.
- 8.2. You may terminate the Contract at any time after the date falling 30 days from your date of registration for the Programme by emailing us at support@mattdfx.com and clearly stating your wish to terminate and explaining how the Programme has not enabled you to meet its stated objectives. If we agree (acting reasonably) that the Programme has not enabled you to meet its stated objectives as a result of the Programme (rather than as a result of your action or inaction or your personal attributes) we may provide you with a full refund of the amount paid by you up to that date for the Programme.
- 8.3. Notwithstanding the provisions of paragraph 8.1 or 8.2, either of us may terminate the Contract on written notice to the other with immediate effect if at any time:
- 8.3.1. The other commits any serious or repeated breach or non-observance of any of the provisions of these Terms; or
- 8.3.2. 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
- 8.3.3. 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.
- 8.4. 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).
- 8.5. 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 which existed at or before the date of termination.
- 8.6. 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.

8.7. 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.

8.8. This paragraph 8 shall survive termination of the Contract.

8.9. Where the Contract expires, this shall be treated as a termination for the purposes of paragraph 8.7 and all other paragraphs that refer to “termination”.

9. Liability

9.1. Nothing in this paragraph 9 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 liability cannot be legally excluded or limited.

9.2. 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 you as a result of you entering into the Contract and/or us providing the Programme.

9.3. 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 Programme.

9.4. If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control, 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.

9.5. We shall not be not liable for additional costs incurred by you as a result of changes in (i) the Programme, (ii) any other content, (iii) the location of venues, (iv) the time and date of sessions or (v) trainers, instructors or coaches.

9.6. The provisions of this paragraph 9 shall survive termination of the Contract.

9.7. You acknowledge and agree that:

9.7.1. 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 Programme (which shall be deemed to have been terminated by mutual consent);

9.7.2. 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 Programme other than as expressly set out in the Contract.

10. General

- 10.1. By registering for our Programme you warrant that:
- 10.1.1. You are legally capable of entering into binding contracts; and
 - 10.1.2. You are at least 18 years old; and
 - 10.1.3. You are resident in England and Wales; or you accept that this contract and the services supplied are governed by English law.
 - 10.1.4. That all information you provide us with is materially true and accurate at all times and not misleading in any way.
- 10.2. 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.
- 10.3. We may vary these Terms (other than the price payable by you for the Programme) 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 Programme will be deemed to be your acceptance of any new Terms.
- 10.4. The Contract is personal to you and you may not assign, transfer, charge, subcontract, sub-license or deal in any other manner with all or any of your rights under the Contract.
- 10.5. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.
- 10.6. If we fail to insist upon strict performance of any of your obligations under the Contract, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is in writing.
- 10.7. If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 10.8. A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

- 10.9. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.
- 10.10. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 10.11. We each irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
- 10.12. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

ANNEX 1
CANCELLATION FORM

To Matt D Fox, support@mattdfx.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]