

These terms apply when You purchase any of Our Goods from Our website. Please read them carefully before You place any orders on Our website, as they set out important information about Your and Our rights and obligations.

You must agree to these terms before You place Your order and You must be a resident of the UK.

Your attention is particularly drawn to clause 14 (Our responsibility to You) of these terms, which sets out important limits and exclusions of our liability to You.

1 About us

We are the **National Coaching Foundation trading as UK Coaching** registration number 02092919, registered office 2, City Walk, Leeds LS11 9AR. Our VAT number is 482064352.

2 How to contact us

You can contact us by sending an email to communication@ukcoaching.org or calling us on 0113-274 4802.

3 These terms

- 3.1 These terms apply to any purchase of Goods that You make on Our website. Please read these terms carefully before You place any orders on Our site, as they set out important information about Your and Our rights and obligations. Please note that You must agree to these terms before You place Your order.
- 3.2 For the purposes of these terms, You are a **'consumer'** if You are buying Goods from Our site as an individual for purposes wholly or mainly outside of Your trade, business, craft or profession. You are a **'business customer'** if You are buying Goods from Our site for purposes relating to Your trade, business, craft or profession. Some terms only apply to Your order if You are a consumer and other terms only apply to Your order if You are a business customer, so please make sure You read these terms carefully.
- 3.3 Any reference to **'We'**, **'Us'** or **'Our'** in these terms is to the National Coaching Foundation trading as UK Coaching and any reference to **'You'** or **'Your'** is to the person placing an order on Our site.
- 3.4 You must be a resident of the UK to place an order on Our site. If You are a business customer placing an order on behalf of a business, You confirm that You have authority to place such order for and on behalf of that business.

- 3.5 We may make changes to these terms at any time. However, the terms which apply to Your order will be those in force at the time You submitted Your order to Us.
- 3.6 Please print out or save a copy of these terms and any emails from Us for Your records, as We will not save or file a copy for You.
- 3.7 Your use of Our site is governed by Our [Website Terms of Use](#).

4 Orders

- 4.1 Please check Your order carefully and correct any errors before you submit it to Us.
- 4.2 After You place Your order, We will send You an acknowledgment email to let You know that We have received Your order. This does not mean that Your order has been accepted by Us. Your order is an offer to buy Goods from Us on these terms.
- 4.3 Acceptance of Your order by Us takes place when we dispatch Your order to You, at which point a legally binding contract is formed between You and Us on these terms. We will send you a confirmation email to let you know once Your order has been dispatched.
- 4.4 If We do not accept Your order, for example because We have been unable to pre-authorise the payment, the goods are unavailable, You live outside of the UK, or there has been a mistake regarding the pricing or description of the goods We will email You using the details You provided when You placed Your order. We have the right to reject any order for any reason.

5 Availability

All orders are subject to availability. We cannot guarantee that any Goods will be available at any given time. In certain circumstances beyond Our reasonable control, for example where there has been a change in law, We may need to stop selling certain goods. If this happens and it affects Your order, We will notify You by email, cancel Your order and provide You with a full refund (including any delivery costs) if payment has already been taken.

6 Making changes to Your order

If You would like to make any changes to Your order after you have submitted it, please contact us as soon as possible and We will let You know if it is possible to change Your order.

7 Description of Goods

- 7.1 Descriptions of Our Goods are set out on Our site.

7.2 Please read the description carefully. Pictures and images of Your Goods and their packaging may vary slightly from those pictures or images.

8 Use restrictions

8.1 If You are a consumer, You must use Our goods only for domestic and personal use. You must not use Our Goods for commercial, business or resale purposes.

8.2 If you are a business customer, you must use Our goods only for internal business purposes. You must not use Our goods for resale purposes.

9 Prices and Payment

9.1 Prices for the goods are set out on Our website. All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate

9.2 Prices for the goods may change at any time.

9.3 If there has been an error on the website regarding the pricing of the goods and this affects Your order, We will try to contact You using the contact details You provided when You placed Your order. We will give You the option to re-confirm Your order at the correct price or to cancel Your order and get a full refund. If We are unable to contact You, We will treat the order as cancelled and notify You by email.

9.4 We accept all major credit cards and debit cards. All credit card and debit card payments need to be authorised by the relevant card issuer.

9.5 We will take payment from Your card when You place Your order.

9.6 Payment for the Services will be taken through Our secure, third-party payment provider. We will make it clear to You who Our payment provider is when You place Your order. We will receive payment when Our provider confirms that the transaction has been completed. You will be invoiced by UK Coaching Solutions Ltd on Our behalf.

10 Delivery

10.1 Your order will be delivered within the delivery period specified, depending on the delivery option you chose when you placed Your order. We will deliver your order within 30 days of the shipping confirmation email unless otherwise agreed between You and Us.

10.2 Any delivery dates stated during the order process, or in Your order acknowledgment or shipping confirmation emails, are estimates, unless We have agreed a specific delivery date with you.

- 10.3 We will deliver Your order to the address specified by You when you placed Your order.
- 10.4 Please examine the goods as soon as reasonably possible after delivery and notify us of any fault or damage as soon as reasonably possible.
- 10.5 Once Your order has been delivered to Your address or in accordance with the delivery instructions You provided to Us, the risk in the goods passes to You and the goods are classed as having been 'delivered'. This means that You are responsible for the goods and We are not liable to You if the goods are stolen or damaged after they have been delivered to You. This does not affect Your legal rights if the goods are faulty or misdescribed. Ownership of the goods passes to You once You have paid for them in full.

11 Consumer cancellation rights

This clause 11 only applies to You if You are a consumer.

- 11.1 You have 14 days from the delivery date to change Your mind and cancel Your order.
- 11.2 To cancel Your order, please email Us at communication@ukcoaching.org or call Us on 0113-274 4802. To help Us process Your cancellation more quickly, please have Your order number ready or include it in the email or cancellation form You send to Us.
- 11.3 If You have already received Your order, You must return the goods to Us within 14 days of telling Us that you want to cancel Your order. The deadline is met if You send the goods back to Us before the 14-day period has expired. We strongly recommend that You get proof of postage. We may withhold the refund until We have received the goods back from You or until You have provided Us with evidence that You have sent the goods back (whichever is earlier).
- 11.4 Goods must be returned to Us in a new and unused condition and, to the extent possible, in their original packaging. We may make a deduction from the refund amount if You have handled the goods in a way that has diminished the value of the goods, if such handling was beyond what is necessary to establish the nature, characteristics and functioning of the goods. You are responsible for the goods while they are in Your possession.
- 11.5 We will provide You with a full refund (including basic delivery charges) as soon as possible. If You cancelled before You received any goods, We will issue the refund no later than 14 days after the day on which you told us that You want to cancel. If You have sent goods back to Us, We will issue the refund no later than 14 days after the day We receive the goods back from You or, if earlier, 14 days after the day You provide Us with evidence that You have sent the goods back.

- 11.6 We will issue Your refund to the same payment method You used when You placed Your order.

12 Faulty goods—consumers

This clause 12 only applies to you if you are a consumer.

- 12.1 The goods that We provide to You must be as described, fit for purpose and of satisfactory quality. We are under a legal duty to supply goods that are in conformity with Our contract with You.
- 12.2 During the expected lifespan of Your goods, You are entitled to an immediate refund if the goods are faulty within 30 days of delivery and after then, a repair or replacement if the goods do not last a reasonable length of time.
- 12.3 This is a summary of some of Your key rights. They are in addition to Your cancellation rights set out in clause 11 above. For more detailed information on Your rights, go the Citizens Advice website at www.citizensadvice.org.uk or call 0808 223 1133.
- 12.4 If Your goods are faulty or misdescribed, please contact Us as soon as reasonably possible.

13 Events beyond Our control

We are not liable to you if We fail to comply with these terms because of circumstances beyond Our reasonable control.

14 Our liability to consumers

This clause 14 only applies to You if You are a consumer.

- 14.1 If We breach these terms or are negligent, We are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' We mean that, at the time the contract was made, it was either clear that such loss or damage would occur or You and We both knew that it might reasonably occur, as a result of something We did (or failed to do).
- 14.2 We are not liable to You for any loss or damage that was not foreseeable, any loss or damage not caused by Our breach or negligence, or any business loss or damage.
- 14.3 Nothing in these terms excludes or limits Our liability for any death or personal injury caused by Our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

15 Our liability to business customers

This clause 15 only applies to you if you are a business customer.

- 15.1 Subject to the below, Our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total price paid for the goods.
- 15.2 We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:
- 15.2.1 consequential, indirect or special losses; or
 - 15.2.2 any of the following (whether direct or indirect):
 - (a) loss of profit;
 - (b) loss of opportunity;
 - (c) loss of savings, discount or rebate (whether actual or anticipated); or
 - (d) harm to reputation or loss of goodwill.
- 15.3 Nothing in these terms will limit or exclude Our liability for:
- 15.3.1 death or personal injury caused by negligence;
 - 15.3.2 fraud or fraudulent misrepresentation; or
 - 15.3.3 any other losses which cannot be excluded or limited by law.

16 Your information

Any personal information that you provide to us will be dealt with in line with our **Privacy Policy** available [here](#), which explains what information We collect and hold about you, and how We collect, store, use and share such information.

17 No third party rights

No one other than Us or You have any right to enforce any of these terms.

18 Governing law and jurisdiction

- 18.1 If you are a consumer, the laws of England and Wales apply to these terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can

choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

- 18.2 If you are a business customer, these terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

19 General terms

- 19.1 You are not allowed to transfer Your rights under these terms to anyone without Our prior written consent. We may transfer Our rights under these terms to another business without Your consent, but We will notify You of the transfer and make sure that Your rights are not adversely affected as a result.
- 19.2 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.
- 19.3 If You breach these terms and We take no action, We will still be entitled to use Our rights and remedies in any other situation where you breach these terms.
- 19.4 If You are a business customer, any variation to these terms will not be binding unless expressly agreed in writing between you and us.
- 19.5 If You are a business customer, You and We both agree that these terms constitute the entire agreement between You and Us in relation to Your order. You acknowledge that You have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that You will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.