

**These terms apply when You purchase any of Our Products 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 15 (Our responsibility to You) of these terms, which sets out important limits and exclusions of our liability to You.**

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.

## **1 How to contact us**

You can contact us by sending an email to [communication@ukcoaching.org](mailto:communication@ukcoaching.org) or calling us on 0113-274 4802.

## **2 These terms**

- 2.1 Any reference to '**We**', '**Us**' or '**Our**' in these terms is to UK Coaching and any reference to '**You**' or '**Your**' is to the person placing an order on Our website.
- 2.2 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.
- 2.3 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.
- 2.4 Your use of Our website is governed by Our [Website Terms of Use](#).

## **3 Orders**

- 3.1 Please check Your order carefully and correct any errors before You submit it to Us.
- 3.2 Your order is an offer to the Product from Us on these terms. Confirmation that Your order has been successfully submitted does not mean that Your order has been accepted by Us.
- 3.3 Acceptance of Your order by Us takes place when We send You an order confirmation email, at which point a legally binding contract is formed between You and Us on these terms. Insurance Products will require You to complete various documents before Your order has been fully accepted so You should not assume that You are insured until You have been advised that Your insurance application has been fully accepted.

- 3.4 If We do not accept Your order, for example because We have been unable to take payment, the Product is unavailable, or You live outside of the UK, or there has been a mistake regarding the pricing or description of the Product, We will email You using the details You provided when You placed Your order and provide You with a refund if payment has already been taken. We have the right to reject any order for any reason.

#### **4 Availability**

- 4.1 We cannot guarantee that Product will be available at any given time, or that access to the Product will be uninterrupted, error free or secure. For example, access to the Product may be temporarily unavailable while We carry out maintenance or for other technical reasons.

- 4.2 In certain circumstances beyond Our reasonable control, for example where there has been a change in law, We may need to stop providing the Product. If this happens and it affects Your order, We will notify You by email, cancel Your order and provide You with a full refund if payment has already been taken. In the event of Us having to cancel Insurance Products for any reason beyond Our reasonable control, We may only be able to refund You a portion of the premiums that You have paid up to the date that the Insurance Product was cancelled.

#### **5 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.

#### **6 Descriptions and technical requirements**

- 6.1 Descriptions of all of Our Products are set out on Our website [ukcoaching.org](http://ukcoaching.org)
- 6.2 To download and use some of Our Products Your device will may need to comply with certain minimum technical requirements set out in the “Technical Requirement” section of the relevant Product information page. Please read these carefully as You are responsible for making sure that Your device meets these requirements.
- 6.3 You may need internet access to download some of Our Products and you are responsible for any charges You may incur in connection with your download
- 6.4 We are not liable to You if You are unable to download the Product due to a poor internet connection, because Your device does not meet the minimum technical requirements, or for any other reason outside of Our reasonable control.

7 Descriptions of all of Our Insurance Products are set out on Our website <https://www.ukcoaching.org/coaching-insurance>. Before You place an order for Insurance Products You should note:

7.1.1 The details of each of the Insurance Products including the conditions of insurance cover and all of the things that are not included in the insurance cover are set out here:

1. [UK Coaching Club Membership \(12 months' content and multi-sport cover\)](https://www.ukcoaching.org/membership)

<https://www.ukcoaching.org/membership>

2. [Fitness Insurance \(12 months' cover\)](https://www.ukcoaching.org/fitness-insurance-cover)

<https://www.ukcoaching.org/fitness-insurance-cover>

3. [Fitness & Sports Massage Insurance \(12 months' cover\)](https://www.ukcoaching.org/fitness-sports-massage-insurance)

<https://www.ukcoaching.org/fitness-sports-massage-insurance>

You **must** read these fully before You place Your Order.

7.1.2 You must make sure that You select the correct insurance for Your needs. We cannot accept responsibility if You do not do so and You may not be entitled to a refund once Your Insurance Product has been implemented.

7.1.3 You will be required to complete various documents before Your Insurance Product Order is accepted. You must answer the questions set out honestly and correctly. If You do not do so, Your Insurance Product may be cancelled and You may not be entitled to a refund.

7.1.4 Your Insurance Product will not be in place until You have been told that it is so You must not assume that You have insurance cover for Your activities until this happens.

7.1.5 We do not provide the insurance cover element of the Insurance Products Ourselves.

For UK Coaching Club Membership (12 months' content and multi-sport cover) We are appointed representatives of Sportscover Europe Limited, First Floor, 75 / 77 Cornhill, London EC3V 3QQ. Registered in England and Wales No. 3726678. Authorised and regulated by the Financial Conduct Authority. Registration Number 308 372. Underwritten by Allianz Global Corporate & Specialty SE under contract number GBT00020020

For Fitness Insurance (12 months' cover) and Fitness & Sports Massage Insurance (12 months' cover) We are appointed representatives of Howden Insurance Brokers Limited which is authorised and regulated by the Financial Conduct Authority in respect of general insurance business. Howden Insurance Brokers Limited is registered in England and Wales under company registration number 725875 with its registered office at One Creechurch Place, London, EC3A 5AF. Howden Insurance Brokers Limited arranges insurance on behalf of UK Coaching Solutions Ltd with Hiscox Insurance for liability insurances and RSA for Personal Accident Insurance. Insurance premiums and fees are collected by UK Coaching Solutions Ltd.

## **8 Permission to use the Products**

- 8.1 We give You a licence to download and use the Product provided You follow all of the rules in these terms. The licence starts when you download the Product.
- 8.2 The licence is for Your personal and domestic use only. You must not use the Product for commercial, business or resale purposes unless We agree in writing that You may.
- 8.3 You do not own the Product or any of its contents but You may use it as set out in these terms. You are not allowed to pretend that the Product content is Your own or make it available to others to download or use it.
- 8.4 You must not conceal, change or remove any markings which show who owns the Product such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.
- 8.5 If You do not comply with any term in this clause 7, We have the right to end Our contract with You immediately by sending an email to the address You provided when You placed Your order.
- 8.6 If We end Our contract with You in accordance with clause 7.5:
  - 8.6.1 You will not be entitled to a refund;
  - 8.6.2 You must immediately stop using the Product;
  - 8.6.3 We may remotely block your access to the Product;
  - 8.6.4 You must delete or remove the Product from any devices; and
  - 8.6.5 We may delete or suspend access to Your account.

## **9 Prices**

- 9.1 Prices for Our Products are set out on Our website. All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate
- 9.2 Prices for Our Products may change at any time.
- 9.3 If there has been an error on the website regarding the pricing of the Product 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 may offer auto-renewal on some of Our Product. When You make Your initial purchase of that type of Product, You will have the option to opt out of auto-renewal. If You do not opt out, We will automatically take the renewal payment from You at the end of each term. We will remind You before Your auto-renewal is about to happen and You can tell Us that You do not wish to renew before We take Your renewal payment from You.

## **10 Payment**

- 10.1 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.
- 10.2 We will take payment from Your card when You place Your order.
- 10.3 You will be invoiced by UK Coaching Solutions Ltd who act on Our behalf.
- 10.4 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.

## **11 How to download Our Products**

- 10. Where appropriate You should be able to access the Product by following the link/s displayed on the order confirmation page or by clicking on the links displayed in Your [personalised Dashboard](#).

## **12 Your right to cancel**

- 12.1 You may cancel any order for the Product You have purchased within 14 days of placing an order - either by clicking on the cancel button that appears for 14 days next to Your Order in [your orders dashboard](#) or by [contacting us](#) with Your request. You will receive a refund within 14 days of Your request providing You have not accessed or used the Product.

- 12.2 We consider that a service has been accessed when You have started an online course or have downloaded any content that is part of a service You have paid for.
- 12.3 You will not be entitled to change Your mind and have a full refund if You cancel an Insurance Product once You have completed the relevant documentation and Your insurance cover has been activated.
- 12.4 We will provide You with a full refund as soon as possible and no later than 14 days after the day on which You told us that You want to cancel.
- 12.5 We will issue Your refund to the same payment method You used when You placed Your order.
- 12.6 If You are not happy with the service/s because for example You believe the service differs from what is stated on Our website or because You can't access the service, please [contact us](#) so We can try to put things right. If You are still unhappy with the service, We will consider Your refund request in accordance with Your consumer rights including the Consumer Contracts Regulations.
- 12.7 Your rights to cancel and Your rights to receive a refund may differ if You used a promotional code or other offer. Further details will be set out with the relevant offer.

### **13 Faulty Products**

- 13.1 The Product that We provide to You must be as described, fit for purpose and of satisfactory quality.
- 13.2 If Your Product is faulty, You are entitled to a repair or a replacement.
- 13.3 If the fault cannot be fixed, or if it has not been fixed within a reasonable time and without significant inconvenience to You, You can get some, or all, of Your money back.
- 13.4 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, visit the Citizens Advice website at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.
- 13.5 If there is a problem with Your Product, please contact Us as soon as reasonably possible.

### **14 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.

## **15 Our responsibility to You**

- 15.1 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).
- 15.2 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.
- 15.3 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.

## **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 Transfer of rights**

- 18.1 We may transfer Our rights under these terms to another business without Your consent, but We will notify You of the transfer by posting a notification on Our website and make sure that Your rights are not adversely affected as a result.
- 18.2 You are not allowed to transfer Your rights under these terms to anyone without Our prior written consent.

## **19 Governing law and jurisdiction**

- 19.1 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.
- 19.2 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.