

Please read the following important terms and conditions before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to.

MARK REID TA MTR PERFORMANCE COACHING SOLE TRADER

Website Terms and Conditions of Sale

Summary of some of your key rights:

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in these Terms, such as information on our complaint handling policy.

Right to cancel - Digital content

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 provide you with 14 days to change your mind and cancel the purchase and get a full refund on your digital content. You do not have this right to cancel once a download has started provided you have been told this and have acknowledged this.

Your Consumer Rights - Digital content

The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement;
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some, or all of your money back;
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

1. Our Terms

A. These terms and conditions set out: your legal rights and responsibilities; our legal rights and responsibilities; and certain key information required by law.

B. If you do not understand any of these Terms and want to talk to us about it, please contact us by:

I. e-mail: mark@mtrcoaching.com, or

II. telephone: +447840930548. Please note that calls will be answered at the following times:

We may record calls for quality and training purposes.

C. Definitions:

I. "We, us or our" means MARK REID TA MTR PERFORMANCE COACHING SOLE TRADER with our office at:

School House, Bigbury Road, Chartham Hatch, Kent CT4 7ND United Kingdom

References to us in these Terms also includes any group companies which we may have from time to time;

II. "Our site or our website" means the site on which these terms and conditions are displayed, including, but not limited to the following websites:

www.mtrcoaching.com

III. "Terms" means these terms and conditions of sale as updated from time to time;

IV. "You or your" means the person accessing or using our site to make purchases from us.

D. The details of these Terms will not be filed with any relevant authority by us.

2. Terms and conditions of sale

A. These Terms apply to any sale of digital content on our site. If you buy digital content on our site you agree to be legally bound by these Terms and the terms

and conditions contained herein.

B. These Terms are only available in English. No other languages are available for these Terms.

C. When buying any digital content on our site you also agree to be bound by:

I. our terms and conditions of use and any documents referred to therein;

II. extra terms which may add to, or replace some of, these Terms. This may happen for the following reasons:

Further regulatory or legal requirements.

We will contact you to let you know if we intend to do this by giving you one month's notice. You can end the contract created by these Terms at any time by giving one month's notice if we tell you extra terms apply.

All these documents form part of these Terms as though set out in full here.

3. Information we give you

A. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:

I. read the Confirmation email that will be sent to you when you have ordered digital content (see clause below); or

II. contact us using the contact details above.

B. The key information we give you by law forms part of these Terms (as though it is set out in full here).

C. If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

4. Ordering from us

A. Here we set out how a legally binding contract between you and us is made.

B. You place an order on our site by doing the following:

The user adds products to a basket and then clicks the basket to proceed to checkout.

Finally, the user completes the process and clicks "Pay now" to confirm the order.

C. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

D. Before you place any order for digital content you must check that the hardware and software requirements of your computer or device mean that you can download the digital content. If required please contact us for assistance.

E. When you place your order at the end of the online checkout process (e.g. when you confirm payment), we will acknowledge it by Email. This acknowledgement does not, however, mean that your order has been accepted.

F. We may contact you to say that we do not accept your order. This is typically for the following reasons:

I. the digital content are unavailable;

II. we cannot authorise your payment;

III. you are not allowed to buy the digital content from us;

IV. we are not allowed to sell the digital content to you;

V. the number of digital content you have ordered is too large; or

VI. there has been a mistake on the pricing or description of the digital content.

G. We will only accept your order when we send you an Email to confirm this (Confirmation Email). At this point:

a. a legally binding contract will be in place between you and us; and

b. your order will be fulfilled and your content will be automatically downloaded.

H. If you are under the age of 18 you may buy any digital content from our site. However, in some cases you may not be able to buy certain digital content because you are too young. If so this will be set out on the relevant webpage for the digital content concerned.

5 Right to cancel - Non-business customers

A. If you are buying from our site for business purposes, this section does not apply. Instead, please see the section below entitled "Right to cancel - business customers".

B. If you are buying digital content from our site for non-business purposes, you have the right to cancel the contract created by these Terms within 14 days without giving any reason.

C. The cancellation period will expire after 14 days from the day on which this contract was entered into under these Terms.

D. To exercise the right to cancel, you must inform us of your decision to cancel the contract created by these Terms by a clear statement (e.g. a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

To:

MARK REID TA MTR PERFORMANCE COACHING SOLE TRADER
School House, Bigbury Road, Chartham Hatch, Kent CT4 7ND United Kingdom
mark@mtrcoaching.com

I/We* hereby give notice that I/We* cancel my/our* contract of sale of the following goods */the supply of the following service *,

Ordered on */received on *,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

* Delete as appropriate

E. 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.

6. Right to cancel - business customers

If you are buying digital content from our site for business purposes, you shall not be able to cancel the contract created under these Terms at any time.

7. No right to cancel once downloading of any purchased digital content starts

When you buy the digital content:

- I. you have no right to cancel the contract created under these Terms once the downloading of it starts;
- II. you must read the following statement (which will be presented to you), agree to it, and tick the relevant box when buying the digital content: 'I hereby consent to immediate performance of this contract when clicking on the 'pay now' button and acknowledge that I will lose my right of withdrawal from the contract once the automatic download of the digital content has begun'.

8. Effects of cancellation - Non-business customers

A. If you cancel the contract created under these Terms in accordance with the clause entitled "Right to cancel - Non-business customers", we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

B. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

C. We will make the reimbursement without undue delay, and not later than:

- I. 14 days after the day we received back from you any goods supplied; or
- II. (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
- III. if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel the contract created under these Terms.

D. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

9. Download of digital content

A. Once you have paid for your order and received the Confirmation email the digital content will download automatically.

B. We may deliver your digital content in instalments. If you have any queries as to whether this is the case please consult the information provided at the time of purchase or contact us for further information.

C. If something happens which:

(I). is outside of our control; and

(II). affects you being able to download the digital content;

we will make the digital content available for download as soon as we can. If your computer or device blocks the automatic download of the digital content or the automatic download does not start, you may still have the right to cancel the contract.

10. Permission to use digital content

A. When you buy any digital content and download it, you will not own it. Instead we give you permission to use it (also known as a 'licence') for the purpose of you using and enjoying it according to these Terms.

B. The digital content:

I. is personal to you. You can use it wherever you want in the world but only if you comply with local laws;

II. is non-exclusive to you. We may supply the same or similar digital content to other users;

III. may be used only on 1 computer or device;

IV. may not be:

(a). copied by you except for a reasonable number of necessary back-ups;

(b). changed by you (which means, in particular, that you are not allowed to adapt, reverse-engineer or decompile it, or try to extract the source code from it, except where any of this is allowed by law);

(c). combined or merged with, or used in, any other computer program;
or

(d). distributed or sold by you to any third party;

V. contains information which is owned by us or third parties or both. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings;

VI. includes a guide on how to use it. Please read this carefully. This guide can be accessed as follows:

An automated email will be accessible to download MP3s for 30 days.

C. Except where you have permission to use the digital content under this clause, you will not obtain any rights of ownership or other rights (of whatever nature) in the digital content or in any copies of it.

11. Payment

A. We accept the following means of payment:

Visa Credit/Debit Card

B. We will do all that we reasonably can to ensure that all of the information you give us when paying for digital content is secure by using an encrypted and secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

C. Your credit card or debit card will only be charged when you confirm your order.

D. All payments by credit card or debit card need to be authorised by the relevant card issuer. From time to time we may also use extra security steps via Verified by Visa, Mastercard®SecureCode™ or equivalent services.

E. If your payment is not received by us and you have already received any goods, you:

I. must pay for such goods within 30 days; or

II. must return them to us as soon as possible. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.

F. If you do not return any goods (such as where you have not paid for them) we

may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.

G. Nothing in this clause affects your legal rights to cancel the contract during any applicable 'cooling off' period detailed under the Clauses entitled 'Right to Cancel - Non-business customers' and 'Effects of Cancellation - Non-business customers' above.

H. The price of the digital content:

I. is in pounds sterling (£)(GBP);

II. includes VAT at the applicable rate; and

III. does not include the cost of:

(a). delivering the goods (delivery options and costs will be provided before you place your order); or

(b). any carrier bags (which cost a minimum of 5p) each).

12. Nature of digital content

A. The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, that the digital content:

I. is of satisfactory quality;

II. is fit for purpose; and

III. matches its description.

B. We must provide you with digital content that complies with your legal rights.

C. When we supply the digital content:

I. we will use all reasonable efforts to ensure that it is free from defects, viruses and other malicious content;

II. we do not promise that it is compatible with any third party software or equipment except where we have said that it is in the guide to its use or on our website; and

III. you acknowledge that there may be minor errors or bugs in it.

13. Faulty digital content

A. Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of these Terms. They are a summary of your key rights. For more detailed information on your rights and what you should expect from us, please:

- I. contact us using the contact details above; or
- II. visit the Citizens Advice website www.citizensadvice.uk.

B. Nothing in these Terms affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

C. Please contact us using the contact details above, if you want:

- I. us to repair the digital content;
- II. us to replace the digital content;
- III. a price reduction; or
- IV. to reject the digital content and get a refund.

D. To avoid faults happening with any digital content, you must:

- I. install any fixes, updates, upgrades, new releases and new versions that are made available to you as soon as reasonably possible after we tell you that they are available to be downloaded;
- II. use it only on the recommended third party software and equipment set out in the guide to its use or on our website; and
- III. follow any other guidance given by us to you when undertaking the purchase, or contained within the Confirmation email.

14. End of the contract

If the contract that is created between us under these Terms is ended it will not affect our right to receive any money which you owe to us under this Terms.

15. Limit on our responsibility to non-business customers

A. The provisions of this section shall apply to purchases made for non-business

purposes only.

B. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), in the case of purchases made for non-business purposes, we are not legally responsible for:

I. losses that:

(a). were not foreseeable to you and us when the contract was formed;
or

(b). that were not caused by any breach on our part;

II. business losses; and

III. losses to non-consumers.

16. Indemnity and insurance

A. You shall indemnify us, and keep us indemnified, from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by us as a result of or in connection with your breach of any of your obligations under these Terms.

B. You shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover your obligations under these Terms. On request, you shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

17. Limitation of liability

A. The extent of the parties' 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) shall be as set out in this clause.

B. Subject to the sub-clauses below titled "Exceptions", our total liability shall not exceed the sum of £9.95 (nine pounds and ninety-five pence).

C. Subject to the sub-clauses below titled "Exceptions", we shall not be liable for consequential, indirect or special losses.

D. Subject to the sub-clauses below titled "Exceptions", we shall not be liable for

any of the following (whether direct or indirect):

- I. loss of profit;
- II. loss or corruption of data;
- III. loss of use;
- IV. loss of production;
- V. loss of contract;
- VI. loss of opportunity;
- VII. loss of savings, discount or rebate (whether actual or anticipated); or
- VIII. harm to reputation or loss of goodwill.

E. Exceptions:

I. The limitations of liability set out above shall not apply in respect of any indemnities given by either party under these Terms.

II. Notwithstanding any other provision of these Terms, the liability of the parties shall not be limited in any way in respect of the following:

- (a). death or personal injury caused by negligence;
- (b). fraud or fraudulent misrepresentation;
- (c). any other losses which cannot be excluded or limited by applicable law;
- (d). any losses caused by wilful misconduct.

18. Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

19. Disputes

A. We will try to resolve any disputes with you quickly and efficiently.

B. If you are unhappy with:

- I.** the digital content;
- II.** our service to you; or
- III.** any other matter;

please contact us as soon as possible.

C. If you and we cannot resolve a dispute using our complaint handling procedure, we will:

- I.** let you know that we cannot settle the dispute with you; and
- II.** consider the need for Alternative Dispute Resolution and, if considered necessary, provide you with information about any alternative dispute resolution provider we deem appropriate to deal with your complaint.

D. If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.

E. The laws of England and Wales will apply to these Terms.

F. These Terms are current and up to date as of: **6th April 2022**