

GENERAL

These Terms and Conditions apply to all of our Consultancy and Education services and include the following:

- No variation of these Terms and Conditions shall apply unless confirmed in writing by or on behalf of the Managing Director of SPC.
- These Terms & Conditions are subject to change at the discretion of SPC. The words 'course', 'programme', and 'workshop' may be used interchangeably.
- By accessing any part of the website, or by submitting data online to us, you will be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the website www.sportsperformanceconsultancy.co.uk or any microsite, subdomain or other website address operated by us, immediately and must not submit any data to us online.
- SPC may review and change this legal notice at any time by updating this web page. You should check the website from time to time to review the current legal notice, because it is binding on you. Certain parts of this legal notice may be superseded at any time by expressly designated legal notices or terms.
- Unless otherwise specified, the materials on this website are directed solely at those who access this website from the United Kingdom mainland. SPC makes no representation that any information, product or service referred to in the materials on SPC's website are appropriate for use, or available, in other locations. Those who choose to access this website from other locations are responsible for compliance with local laws if and to the extent local laws are applicable.
- SPC's website is for information only. We have used all reasonable care and skill in compiling the content of this website but makes no warranty as to the accuracy or applicability of any information on this website and cannot accept liability for any errors or omissions.
- SPC shall not be liable to any person for any loss, injury or damage that may arise from the use of any of the information contained in any of the materials on this website. The information contained in any such materials is not intended nor implied to be a substitute for professional medical advice nor is it intended to be for medical diagnosis or treatment, whether by medical practitioners or nursing staff. Please consult your physician before undertaking any form of exercise.
- Material appearing on this website may include advertising and other material submitted by parties other than SPC ("third parties") and this website will provide links to other websites operated by third parties. It is the responsibility of third parties to ensure that such material and such websites comply with all relevant laws and regulations, both within the UK and elsewhere. To the full extent permissible by law, SPC disclaims all responsibility for any error, omission or inaccuracy in such material or any failure to comply with the relevant laws or regulations.
- These exclusions of liability will not apply to any damages arising from death or personal injury caused by the negligence of SPC or any of its employees, agents or licensees.
- This notice and disclaimer is governed by and construed in accordance with English Law. If any part of this notice and disclaimer is deemed unlawful, void or for any reason unenforceable then that part will be deemed severable from the whole and will not affect the validity and enforceability of the remaining parts.
- Unless otherwise stated in the Order, the Company retains copyright of all their original Material. Original Material includes video recordings, graphics, soundtracks, printed material and any other design or artwork commissioned by the Customer in relation to the Order. The Customer must ensure that permission is sought for the inclusion of any

copyright material they supply to the Company to enable them to deliver the product(s) or service(s).

- The Customer must also ensure that permission is sought for the inclusion of any performers or performances, trademarks and locations. The Company retains the right to use this material in its original and edited form as they see fit, unless otherwise agreed in the Order.
- The Customer agrees to indemnify SPC in the event of any breach of copyright claims being brought against SPC in respect of material supplied by the Customer.
- Where circumstances change outside the reasonable control of SPC, we reserve the right to change or cancel parts of, or entire services at any time without liability, even after clients have registered with SPC. Circumstances outside of SPC's reasonable control include, industrial action, over or under demand from students, staff illness, lack of funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness.
- The responsibility for the timely payment of fees incurred at SPC lies with the client. You must make payment promptly and on demand of fees due to SPC (or where a third party is responsible for payment of such fees and charges on your behalf, you must ensure that they do so). Payment should be made in full and in any case, prior to the start of any consultancy work. If any fee or charge remains outstanding after the due date, SPC reserves the right to terminate services and its contract with you. SPC may take such action as it deems necessary to recover such fee or charge.
- Failure to attend, or notify SPC of a cancellation within 24 hours of a pre-booked session will result in the customer being charged the full cost of the agreed session. SPC has the right to terminate any contract if failure of payment occurs.

EDUCATION

- By booking a course, workshop, programme of study/mentoring or accepting a placement offer, the learner/student/delegate agrees that these Terms and Conditions shall apply in full and that they form part of the contract between the learner/student/delegate and SPC.
- All bookings will be processed on a first come, first served basis.
- Full payment is required at time of booking and that place will not be secure until funds have been transferred to SPC and cleared.
- No refund will be given for any changes or cancellations made by the student after enrolment. All fees will be forfeited.
- For courses paid by companies rather than individuals, SPC requires a Purchase Order Number and completed Booking Form which includes the full name, address and telephone number of the authorising signatory, accepting our Terms and Conditions.
- It is the responsibility of the student to inform, by email, SPC of any changes in personal details.
- For all programmes of study the full educational fees become due on enrolment.
- A repayment plan may-be available for students enrolling onto programmes of study (excluding NASM courses) at the discretion of the Managing Director of SPC.
- Students who have made an agreement to pay in instalments are responsible for making those payments by the specified dates.
- A student is required to complete all payments even if they are unable to attend the programme.
- Failure to pay on time may result in exclusion from the programme and access to any online account being restricted until payment is received.
- A £50 administration fee will be charged for any late payments.
- Post and packaging for course materials sent outside of the UK will be charged to the student.

- Students must raise any billing/receipt queries via email with SPC within 2 months of their course start date to avoid a £40 administration charge.
- It is the responsibility of each student to be aware of all workshops and assessments dates and arrive in accordance with those dates without prior reminders from SPC.
- It is the responsibility of the student to be aware of expiry times for the sitting of exams and assessments.
- Dates, times and locations for courses/programmes are accurate at the time of enrolment, however SPC reserves the right to alter times, dates or locations if circumstances dictate.
- The student is responsible for arranging their own accommodation and any transportation to and from the agreed location.
- In the event that SPC has to cancel a course, workshop or programme of study they will offer the student a choice of alternative dates. If these dates are not suitable for the student they will provide a refund up to the value of the course. Transportation and accommodation costs will not be covered.
- The student takes full responsibility for choosing the right course, workshop or programme of study.
- Should a student decide to withdraw/cancel a course at any time after the enrolment day any outstanding amount will become due for immediate payment.
- If a student does not start a course/programme of study, this will be treated as a cancellation.
- If a student stops attending without notifying SPC in advance, this will be treated as cancellation.
- If a student refers or cancels an assessment or exam they will be charged £75 for re-booking.
- The student must notify SPC in writing if they wish to transfer their original booking to an alternative date, prior to the original start date. If a change is requested four weeks or more before the start of a course, SPC will charge a transfer fee of £40. This must be paid at the time of the transfer request. If a change of date is requested less than four weeks before the start date of a course, SPC may be unable to transfer the booking in which case all fees paid to date will be forfeited and the student will be liable to pay the full course fee on re-booking.
- SPC is not obliged to refund any fees or offer an alternative date if a student fails to attend an exam/assessment.
- It is the student's responsibility to re-book their assessment or exam and the booking will not be taken until full payment has been received.
- If a student continually fails to engage with a programme with which they are registered, he/she will be withdrawn from that programme.
- If a student fails all three attempts at any NASM online exam there will be a re-sit charge of £125 for renewal of three further attempts.
- If the conditions of a practical assessment are not complied with by the student they may not be assessed and a re-assessment fee will be applied.
- Assessment instructions are given on the course/programme.
- Students must complete the Internal Quality Assurance (IQA) questionnaire prior to certificating.
- Certificates will be issued with the exact name and spelling supplied on enrolment.
- Certificates will not be issued unless all fees have been paid in full and all requested documents have been received.
- Replacement certificates can be obtained at a charge of £30 per certificate.
- We do not guarantee that a student will pass a course or that successfully completing a course will provide a student with anything other than the qualification granted under that course.

SPC shall not be liable for any loss, damages, costs, claims, demands, expenses or liabilities of whatsoever nature arising out of the delivery of the course to a student as a result of their act or omission including but not limited to the following:

- The student's failure to follow any oral or written instructions or recommendations in relation to the course/courses.
- The student supplies to SPC any information that is inaccurate, false, misleading or out of date.
- Any loss or damage to any personal items and valuables which the student brings to a course.
- SPC reserves the right to remove from any course or programme, students that fail to comply with its standard practice procedures and also reserves the right to refuse enrolments or suggest alternative arrangements, if it believes it will not be in the best interests of the company, other participants or the individual concerned.