

TERMS AND CONDITIONS OF SALE OF Gift Vouchers

TrainingBible Coaching UK

1 DEFINITIONS

- 1.1 "Buyer" means the individual or organisation that buys or agrees to buy the Goods from the Seller;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.4 "Goods" means the articles that the Buyer agrees to buy from the Seller;
- 1.5 "Seller" means Every Second Counts Ltd. T/A TrainingBible Coaching UK of 4, Ivy Road, 123 Wimborne, Dorset, BH21 1RT that owns and operates www.trainingbible.co.uk
- 1.6 "Terms and Conditions" means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Seller;
- 1.7 "Website" means www.trainingbible.co.uk

2 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.5 Any complaints should be addressed to the Seller's address stated in clause 1.5.

3 GIFT VOUCHERS

The following terms and conditions shall apply to the sale of gift vouchers:

- 3.1 Gift vouchers will be dispatched within 24 hours of acceptance of order and will be delivered by post. Payment must be made through Pay Pal via our website.
- 3.2 The Buyer must notify the Seller of any discrepancy in a delivery as soon as possible but in any event within 7 days of the delivery of the vouchers.
- 3.3 Risk of loss, destruction or damage to the vouchers remains with the Seller until delivery to the Buyer where upon risk shall pass to the Buyer.
- 3.4 Gift vouchers may only be exchanged for coaching services. Vouchers cannot be redeemed for cash in part or whole. Vouchers are not sold on a sale or return basis and no return will be permitted unless it can be demonstrated that the Seller has been in error in fulfilling the Buyer's order.
- 3.5 Gift vouchers are valid for six months from the date of purchase and cannot be renewed once they have expired. Vouchers cannot be replaced if lost or damaged.
- 3.6 Gift Vouchers are sold in Coaching blocks and can only be used for consecutive coaching weeks, the only exception will be in the case of an injury or illness to the athlete when an agreed return to the programme will be agreed.

4 LIMITATION OF LIABILITY

- 4.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.
- 4.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees.

5 WAIVER

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

6 FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

7 SEVERANCE If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

8 CHANGES TO TERMS AND CONDITIONS

The Seller shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

9 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.