

These Terms and Conditions are the standard terms that apply to all Services provided by us, Pure Pegasus Coaching Ltd, a company registered in England and Wales under number 14823111, whose registered office address is at Fulford House, Newbold Terrace, Leamington Spa, Warwickshire, United Kingdom, CV32 4EA (“the Company”).

**1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Client” means the customer detailed in our Contract to which the Services are to be supplied;

“Contract” means the legally binding agreement formed as detailed in clause 2 for our provision of the Services, which constitutes our entire scope of works and will incorporate and be subject to these Terms and Conditions;

“Membership” means the mind coaching subscription to be provided by us, the subject of this Agreement;

“Paid Content” means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code, downloadable pdf and software and any other form of information capable of being stored in a computer that appears on or forms part of our webpage or subscription.

“Register” means completing the registration process via contacting us and accepting the terms and conditions.

“Services” means the paid content, coaching sessions or Events to be provided by us as detailed in our Order Confirmation;

“Term” means the term of the Contract term as defined in clauses 2 and 8; and

“User” or “Users” means any third party that accesses the Website and is not either (i) employed by us and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to us and accessing the Website in connection with the provision of such services.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “we”, “us” and “our” is a reference to the Company and includes our employees, subcontractors and agents;

1.2.2 “you” and “your” is a reference to the Client and includes your employees, subcontractors and agents;

1.2.3 “writing” and “written” includes emails and similar communications;

1.2.4 a statute or a provision of a statute is a reference to that statute or provision as may be amended or re-enacted at the relevant time;

1.2.5 “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;

1.2.6 a clause is a reference to a clause of these Terms & Conditions;

1.2.7 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.4 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other genders. References to persons shall include corporations.

**2. The Contract**

2.1 These Terms and Conditions govern the sale of all mind coaching Memberships sold by us and will form the basis of the Contract between you and us. If you wish to place an order with us, our webpage will guide you through the process to book on to the Membership. Where agreed Orders can be made directly with us.

2.2 Memberships must not signed up for by anyone under 18 years of age.

2.3 Your order constitutes an offer to us, all orders are subject to acceptance by us. We will confirm such acceptance by email to let you know the order has been successfully confirmed. The contract between us will only be formed when we send you the order confirmation. Orders shall not be deemed confirmed until the first payment is set up via Stripe.

2.4 Your Order creates a legally binding Contract between us and you and includes the acceptance of these Terms and Conditions, which will apply between us.

2.5 No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless otherwise agreed by us in writing.

2.6 You are responsible for the accuracy of any information submitted to us and for ensuring that the Contract reflects your requirements.

2.7 The Contract will commence on the start date specified for the and will continue until terminated in accordance with Clause 8.

**3. The Membership**

3.1 The Membership will be renewed automatically on a monthly basis unless terminated in accordance with Clause 8.

3.2 The paid content will be available to you immediately when we send you our order confirmation via email and will continue to be available for the duration of your subscription (including any renewals). When you place your order, if you are a consumer, you will be required to expressly acknowledge that you wish the paid content to be made available to you immediately. You will also be required to expressly acknowledge that by accessing the paid content, you will lose your legal right to cancel if you change your mind (the “cooling-off period”). Please see clause 7 for more information.

3.3 We do not warrant that your use of our Services will be uninterrupted or error-free; nor that our Services, and/or the information obtained by you from the Services will meet your requirements.

3.4 In some circumstances, we may need to suspend access to the paid content (in full

or in part) to fix technical problems, to make necessary changes, to update the content to comply with relevant changes in the law or other regulatory requirements, or to make more significant changes to the paid content. If we need to make more significant changes, we will inform you at least 30 days before the changes are due to take effect. If you do not agree to the changes, you may cancel the Contract as described in clause 8.

3.5 If we need to suspend availability of the paid content for any reasons set out in clause 3.4, we will inform you in advance (or as soon as possible, if we need to suspend availability for urgent or emergency reasons) and explain why this is necessary. If this occurs, your subscription will be extended by a period equivalent to the length of the suspension (unless the period of suspension is less than 5 days). If the suspension lasts (or we tell you that it is going to last) for more than 14 days, you may end the Contract as described below in clause 8.

3.6 We will send you a welcome box upon purchase of the subscription and subsequent quarterly boxes. We will not be held responsible for failure to deliver the boxes where you have supplied the incorrect contact details and address.

**4. Group Sessions**

4.1 Access to the paid content may include access to a group chat forum where group sessions are held. Such group sessions will be arranged to take place every Thursday at 12pm, unless agreed otherwise by us. Each group session will last for approximately an hour.

4.2 All information discussed during group sessions must be kept confidential and must not be shared outside of the group in any way or for any purpose.

4.3 By attending the group sessions, you agree to be recorded for the purpose of keeping a digital log and providing access to any Client unable to attend the session.

4.4 We do not warrant to answer each individual question during the session.

4.5 It is your responsibility if you wish to carry out any agreed actions we may set in advance of the next session where applicable and complete any assignments and to provide us with such information and assistance relating to the Services as we may reasonably require.

4.6 We will provide you with information and advice in connection with the Services. However, where recommended you are required to read the welcome guide provided to you prior to the Membership start date.

4.7 Any expenses you encounter are not the responsibility of us and thus no expenses will be recoverable.

4.8 Where the Services are to be taken place via the group chat forum, you must ensure you join the session on time. We reserve the right to refuse admittance onto the session if you are late.

4.9 We reserve the right to mute and/or remove you if we reasonably believe that you are causing disturbance to the session.

**5. Client’s Obligations:** You agree, where applicable, to:

5.1 not sub-licence our Services or Paid Content to any third party;

5.2 act in accordance with any and all reasonable instructions issued by us in relation to the Services;

5.3 attend the arranged sessions on time and where applicable ensuring you are in a quiet location, with minimal distractions, good wi-fi access and be fully focused;

5.4 inform us of any change in your address or contact details;

5.5 always behave respectful of other members and ensure confidentiality;

5.6 If you fail to comply with the above obligations, we reserve the right to terminate the Contract and/or charge for costs incurred by us as a result of your failure, at our discretion.

**6. Fees and Payment**

6.1 You agree to pay the fees on a monthly basis and on the dates as set out in the sign-up process in accordance with these terms of payment. All prices specified are inclusive of VAT where applicable.

6.2 All payments are to be made in pounds sterling, without set-off, withholding or deduction.

6.3 All payments made will go through Stripe. No credit or debit card information is provided to us, and completion of the transaction will be subject to you agreeing to the Stripe’s terms and conditions. A separate contractual relationship will be created between you and Stripe, and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by them.

6.4 Time for payment is of the essence of the Contract. If you fail to make payment in full by the due date then, without prejudice to any other rights which we may have, we will have the right to suspend the Services and charge interest from the due date until payment is made in full, both before and after judgment, at the rate of 8% per annum above the Bank of England base rate from time to time in force, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

**7. Cancelling Services if You Change Your Mind**

7.1 If you are a consumer in the United Kingdom, you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund.

7.2 This period begins once your order has been processed (i.e. when the Contract between you and us is formed) and ends at the start of your first day of access to the Paid Content, or 14 calendar days after the date of our order confirmation, whichever occurs first.

7.3 If you purchase our subscription by mistake, please inform us within 48 hours and do not attempt to access any paid content. Provided you have not accessed any Paid Content since the start date, we will be able to cancel your order and issue a full refund. If you have accessed any paid content once the Membership has

- started, we will not be able to offer a refund.
- 7.4 If you wish to exercise your right to cancel under this clause 7, you may inform us of your cancellation in any way you wish, however for your convenience, we offer a cancellation form and will include a link to it with the order confirmation. Cancellation by email or by post is effective from the date on which you send us your message.
- 7.5 Any refunds due will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform us that you wish to cancel, using the same method you used to place the order.
- 8. Cancellation and Termination**
- 8.1 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the Membership, we shall notify you as soon as possible. We shall endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original, or better, as reasonably possible in these circumstances. If we have to make a significant change for any reason, we shall offer you the alternative as an option or an option to cancel with all no termination costs.
- 8.2 Either party has the right to terminate for any reason providing they have given the other party no less than 30 days written notice to terminate at the end of the following month. In this event, any sums payable for any Services carried out before and up to the termination date must be paid to us at the same time as notice to terminate is given.
- 8.3 Either Party has the right to terminate immediately if the other Party:
- 8.3.1 has committed a material breach of this Contract, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
- 8.3.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 8.4 Access to any paid content will cease immediately from the date of cancellation if cancellation is due to your breach.
- 8.5 Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract will survive termination under this clause 8.
- 9. Liability and Indemnity**
- 9.1 Nothing in the Contract or these Terms and Conditions seeks to limit or exclude our liability in respect of death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability which cannot lawfully be excluded or limited.
- 9.2 We accept no liability for any of the following:
- 9.2.1 Any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, and goodwill or commercial opportunities.
- 9.2.2 Loss or corruption of any data, database or software;
- 9.2.3 Any special, indirect or consequential loss or damage.
- 9.3 All warranties or conditions whether express or implied by law are expressly excluded to the fullest extent permitted by law.
- 9.4 In the event of a breach by us of our express obligations under the Contract, your remedies will be limited to damages, which in any event, shall not exceed the total fees paid by you in the last 12 months under the Contract.
- 9.5 You will indemnify and hold us harmless from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature (including any consequential or indirect costs or losses) and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance by you of your obligations under the Contract if and to the extent that such losses, costs, damages and expenses are caused or are contributed to by your negligent acts or omissions or those of any persons for which you are otherwise liable.
- 10. Intellectual Property**
- 10.1 Subject to a written agreement to the contrary, we reserve all intellectual property rights which may subsist in the content included in our Membership. The content will remain the property of Pure Pegasus Coaching Ltd, our affiliates and other relevant third parties. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights. By continuing to use the Membership you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing in this Membership shall be construed as granting, by implication, or otherwise, any license or right to use any trademark, or logo displayed on the site without our prior permission.
- 10.2 You may, for your own personal, non-commercial use only, do the following:
- 10.2.1 Retrieve, display and view the Content on a computer screen, or other devices such as a tablet;
- 10.2.2 Print the Content for your own personal use.
- 10.3 You must not otherwise reproduce, modify, copy, distribute or use for any commercial purposes any Content without the written permission of us.
- 10.4 You must immediately bring to our attention any infringement or suspected infringement of any of the intellectual property rights licensed to you of which you are aware and at our request, you will take such action or assist us in taking such action as we may deem appropriate to protect the intellectual property rights.
- 11. Confidentiality**
- 11.1 Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain confidential information to each other. Both Parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under the Contract. Each Party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless required by law or unless so authorised by the other Party in writing.
- 12. Data Protection**
- 12.1 All personal information that we may collect will be collected, used and held in accordance with the provisions of the UK GDPR and Data Protection Act 2018 and any subsequent amendments to it.
- 12.2 In order to provide our Services, you may divulge certain sensitive data to us which will be kept confidential at all terms.
- 12.3 For more information on our processing of personal data, please refer to our privacy statement, available on request.
- 12.4 You agree that you will also comply with the data protection laws at all times. In particular, if you are passing us or allowing us access to the personal data of any third party, you warrant that you have obtained permission from those third parties for us to access their data. We will only use it to perform our obligations under the Contract and will not use it for any other purpose.
- 12.5 Use of our web page is also governed by our Privacy Notice, which are incorporated into these terms and conditions by this reference.
- 13. Relationship of the Parties**
- 13.1 Nothing in the Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
- 13.2 Nothing in the Contract will constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Contract.
- 14. Force Majeure:** Neither Party will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, infectious diseases, civil unrest, fire, flood, storms, earthquakes, pandemics, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 15. Other Important Terms**
- 15.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 15.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 15.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions will be valid and enforceable.
- 15.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.
- 15.6 We may revise these Terms and Conditions from time to time. If we change these Terms and Conditions as they relate to the Contract between you and us, we will give you advance notice of the changes and provide details of how you may cancel if you are not happy with them.
- 16. Law and Jurisdiction**
- 16.1 These Terms and Conditions and the Contract between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.
- 16.2 Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.