

TERMS AND CONDITIONS (TERMS)

WEBSITE OWNER

This website is owned and operated by : Neville Lloyd Facey. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors: The service of a personal coach in 'Strength and Conditioning' which covers a wide range of sports activities as well as track & field – sprint coaching.

By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

WHO CAN USE THIS WEBSITE

In order to use our website and / or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and / or receive service if doing so is prohibited in your country or under any law or regulation applicable to you.

Key commercial Terms.

When booking for a service, you agree that: (!) you are responsible for reading the full service listing before making a commitment to buy it: (!!) you enter into a legally binding contract to purchase a service when you commit to buy a service and you complete the check-out. The prices we charge for using our services are available on request on the website. We reserve the right to change our prices for our services displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payment page.

'The fee for services and any other charges you may incur in connection with your service bookings, such as taxes and possible transaction fees, will be charged on a monthly basis to your payment method.

Cancellation and Refund.

For any pre-booked services, simply notify your assigned coach at least 24 hours before service due to the start of your intention to cancel, we will offer: (!) a re-schedule date for service in return. (!!) a full refund.

Retention.

We may, without any prior notice, change the service; stop providing the services or any features of the services we offer; or create limits for the services, we may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

Ownership of intellectual property, copyrights and logos.

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Neville Lloyd Facey. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You recognise and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload / transfer / send the content. You agree and consent that the uploaded / transferred content may be publicly displayed at the website.

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations, you may discontinue use and request to cancel your account and / or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment.

Indemnification

You agree to indemnify and hold Neville Lloyd Facey harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall Neville Lloyd Facey, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Neville Lloyd Facey assumes no liability or responsibility for any (!) errors, mistakes, or inaccuracies of content; (!!) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (!!!) any unauthorised access to or use of our secure services and / or any and all personal information stored therein.

Rights to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Promotional emails and content

You agree to receive from time to time promotional messages and materials from us, by email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

Preference of law and dispute resolution.

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related herto and / or to the services, shall governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of United Kingdom, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Birmingham. The application of the United Nation Convention of Contracts for the international Sales of Goods is hereby expressly excluded.

Customer support

For website users or customers requiring assistance on the website, please contact Customer Support via email : contactnevlf@coachingnlf.info

Website Users Communities Page

Terms of use for the website user community, users that join a community have a public profile that is publicly visible to site visitors, and their public activity (such as their post comments) will be visible to other visitors of the website.

Users of the website who do not want to interact in the user community , or agree with the Terms can always opt-out and exit the community, and upon doing so. Such a user's profile will not be publicly visible, Naturally, in such an event the user will not be able to use the community features

(e.g. liking, commenting or writing posts).

TERMS EFFECTIVE DATE: 18th February 2021