

Elite Wellness

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY!

Welcome to Elite Wellness (A/K/A "Type 2 Plan", "We", "Us", or the "Company"). We are excited to have you as a user and as a customer. We'd like you to know that the following terms and conditions (collectively, these "Terms of Service") apply to your use of www.elitewellness.co.uk or www.type2plan.co.uk including any content, functionality and services offered on www.elitewellness.co.uk, or via type2plan.co.uk (the "Website"). The Terms of Service also include our Privacy Policy, which you can review below http://fantasticsolutions.co.uk/type2plan_new/privacy.html

Should you disagree with some of the provisions herein, you can either leave the Website (although we'll be sad to see you go!) or contact us at don@elitewellness.co.uk or don@type2plan.co.uk. Please keep in mind that this document is a legally binding agreement between you as the user of the Site (referred to as "you", "your" or "User" hereinafter) and the Company.

TUITION TERMS AND CONDITIONS

1. Definitions and Interpretation

1 In these terms and conditions the following expression will have the following meanings:

"Tuition" means Tuition as described in the Course

"Tutor" means the person who provides Tuition for the Course

"Intellectual Property Rights" means

(a) any and all rights in any patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, Course materials, database rights, know-how, rights in designs and inventions;

(b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);

(c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and

(d) the right to sue for past infringements of any of the foregoing rights;

2. General

2.1 These Terms and Conditions contain the entire agreement between us and supersede any prior agreement between us relating to their subject matter.

2.2 These Terms and Conditions are for the delivery of the Course to a business and you warrant that you are not a consumer.

2.2 These Terms and Conditions will apply from the date hereof and will continue to apply in relation to any additional Courses we agree to supply to you.

2.3 No amendment to these Terms and Conditions will be effective unless evidenced in writing and signed by both of us

2.4 Nothing contained within these Terms and Conditions will constitute the relationship of employer and employee between You and the Company nor will it constitute any partnership or other legal arrangement between us not contemplated by these Terms and Conditions

3 Obligations of The Company

3.1 The Company will:

3.1.1 provide a Tutor capable of presenting the Course.

3.1.2 deliver the Course with reasonable skill and care

3.1.3 provide an alternative Tutor and will make alternative arrangements with you if for any reason the Tutor assigned to any Course is not available and the non-availability of a Tutor will not entitle you to take any action for breach of the agreement between us

3.4 You accept that the Company does not warrant that it will always be able to supply a Tutor to deal with or complete any Course within a specific period of time and that time is not of the essence in the delivery of the Course.

3.5 The Company has the right, at its sole discretion, to change the content of any of the Course, the dates upon which each part of the Course is provided and the Tutors.

4 Your Obligations

4.1 You must supply the Company with details of any pertinent information, special educational needs or behavioural considerations of the person to receive the Tuition before the Course has started.

4.2 You acknowledge and agree that:

4.2.1 The person undertaking the Course will attend and participate in all parts of that Course no matter how it is provided and will complete all and any assignments that are required to be completed as part of the Course; and

4.2.2 the Company cannot guarantee that any participant will achieve any specific result as a result of taking the Course

4.3 If the Company requires any input from you whilst delivering the Course you will provide the same in a reasonable and timely manner.

4.4 Any delay in the provision of the Course resulting from your failure or delay in complying with any of the provisions of this Clause 4 will not be the responsibility or fault of the Company.

4.5 If the Company has agreed, as part of the Course, to provide services using Facebook:

4.5.1 the Company may set up accounts in your name if necessary and provide you with the log-in details to enable you to log-in and manage any Facebook account it has set up and the issues associated with it.

4.5.2 You will ensure that all invoices relating to the Facebook account and all services accessed though it are paid on time and in full

4.5.3 The Company will accept no responsibility or liability for any costs, damages, claims, losses and /or expenses arising out of your failure to keep any Facebook account secure and you agree to indemnify the Company for any damages, costs, claims or other expenses arising following the opening of any Facebook account and for which the Company is not responsible.

4.5.4 You acknowledge that the Company has no influence over any factors beyond its control including but not by way of limitation: the costs associated with any campaign, the results it will produce, the siting of any advertisement and the effectiveness of such a campaign or the position of any web page in search results.

4.5.5 You acknowledge that the Company has no control over your access to Facebook and that only actions taken by the Company are the responsibility of the Company and further that the Company has no obligation to continue any Facebook group it may invite you to join longer than 8 weeks.

4.6 You warrant that you are not a consumer and that your subscription to any service we offer relates to your business.

5. Fees and Payment

5.1 The Fee will be the fee advised to you before we accept you on a Course

5.2 Once paid none of the Fees or any part of it is refundable

5.3 The Company may charge interest on any sum not paid within 5 working days of its due date at a rate 4% above the base rate from time to time of HSBC bank plc from the date of the invoice until the actual date of payment and as well before as after judgement.

6. **Cancellation and Termination**

6.1 If You wish to cancel or re-arrange any lesson associated with the Course You must give the Company at least 72 hours prior notice failing which the Company may charge an additional fee for the cancelled lesson.

6.2 Either party may give notice in writing to the other terminating the agreement between us with immediate effect if:

6.2.1 the other party commits any material breach of any of the terms of these Terms and Conditions and that breach (if capable of remedy) is not remedied within 5 Working Days after notice being given requiring it to be remedied;

6.2.2 the other party becomes bankrupt, insolvent or becomes the subject of a receiving or winding-up order, makes any composition with its creditors or has an administrative receiver appointed over all or part of its undertaking or assets, or either the Company ceases, or threatens to cease, to carry on business.

No refund will be given in these circumstances

7. **Intellectual Property Rights**

7.1 The Company will retain ownership of any and all Intellectual Property Rights that may subsist in anything produced by the Company in the course of providing the Course. Throughout the term of the agreement between us, the Company will be deemed automatically to grant a royalty-free, non-exclusive licence of any and all such rights to the Client to use the same in accordance with these Terms and Conditions.

7.2 The Company will assert all moral rights arising out of Chapter IV of the Copyright, Designs and Patents Act 1988.

8. **Liability**

8.1 If you have a complaint against the Tutor or against the Company you must inform the Company of that complaint in writing within 24 hours of the occurrence that gave rise to it.

8.2 Neither the Company any of its staff nor any Tutor will be liable to you for any loss, injury, damage, expense or delay incurred or suffered by you or the individual receiving the Course arising directly or indirectly from or in any way connected with the Course or with any failure by the Company to introduce or supply a Tutor and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:

8.2.1 failure of the Course to meet your requirements; and

8.2.2 any act or omission of a Tutor, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise.

PROVIDED THAT nothing in this clause 7 will exclude or restrict the liability of The Company or the Tutor to you or any other person for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.

9. **Disclaimer**

9.1 You acknowledge and agree that neither the Company nor the Tutor is qualified to give medical, legal, accountancy or any other professional advice and that any advice given is generic in nature and that you will at all times seek full independent professional advice before taking any action on any such advice tendered by the Company

9.2 The Company does not and cannot guarantee that you will receive any specific results from the Course or any action you take as a result of having taken the Course and you acknowledge and accept that any results you achieve are dependent upon your having completed the Course successfully and correctly applying the techniques and advice it provides in a way which is suitable for you and that the Company has no control of your use of the advice it offers.

9.3 The Company offers no guarantee that, by applying the methods outlined in the Course, you will achieve any dramatic cures for specific ailments and you should not rely on any information to replace consultations with your physician or other healthcare professionals. This information does not represent individual medical advice, counselling concerning treatments or medical care, or replace any other recommendations made by your primary care provider.

Always consult a medical practitioner before embarking upon a new exercise regime and do not stop any medications provided without prior consent with your primary care physician.

10 Data Protection

10.1 Both you and the Company will comply with their respective obligations under the Data Protection Laws and The Company' Data Protection Policy at all times.

10.2 The Company also comply with their respective obligations under Data Protection Laws and the Company' Data Protection Policy at all times.

10.3 By entering into an agreement with us you consent on your own behalf and on behalf of the individual undertaking the Course to the use by the Company and the Tutor of all personal data you supply to the Company and required for the purpose of providing the Tuition.

10.4 For the purposes of these Terms and Conditions:

10.4.1 "Data Protection Laws" means the Data Protection Act 1998, as well as any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data; and

10.4.2 "Data Protection Policy" means any obligations relating to data protection and/or personal data which can be obtained direct from the Company or from its website.

11. Relationship of the Parties

Nothing in these Terms and Conditions nor in the agreement between us 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 these Terms and Conditions.

12. Course and Sub-Contracting

12.1 You may not assign, mortgage, charge or sub-licence or otherwise delegate any of your rights under these Terms and Conditions, or sub-contract or otherwise delegate any of your obligations without the written consent of the Company, such consent not to be unreasonably withheld.

12.2 The Company may perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor

will, for the purposes of these Terms and Conditions, be deemed to be an act or omission of the Company.

13. **Miscellaneous**

13.1 No modification of or variation to these Terms and Conditions will be effective unless in writing and signed by or on behalf of each of the parties hereto.

13.2 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions hereof and the remainder of the provision in question will not be affected thereby.

13.3 Any waiver of any breach of or default under any of the terms of these Terms and Conditions by the Company will not be deemed a waiver of any subsequent breach or default and will in no way affect the other of these Terms and Conditions.

13.4 The Company will be entitled to transfer or assign the benefit and/or burden of the agreement between us.

13.5 The expiration or termination of the agreement between us, howsoever arising, will not operate to affect such of the provisions of these Terms and Conditions as are expressed to operate after termination.

13.6 Any notice to be given by one party to the other hereunder will either:

13.6.1 be communicated verbally initially and confirmed in writing immediately

13.6.2 be communicated directly in writing and sent (either by post or electronic

means) to the address for each party notified by one party to the other from time to time

13.7 The agreement between us does not create any rights or benefits enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).

13.8 Neither party will have any liability under or be deemed to be in breach of these Terms and Conditions for any delays or failures in performance of the agreement between us which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances will promptly notify the other party in writing whether such circumstances cause a delay or failure in

performance and when they cease to do so. If such circumstances continue for a continuous period of more than 2 weeks, either party may terminate the agreement between us by notice in writing to the other party whereupon the agreement between us will forthwith terminate.

13.9 You confirm that the email address you supply to the Company will remain valid for communications during the currency of the agreement between us and agree to furnish the Company with an alternative address if that email address becomes invalid

14. Governing Law and Jurisdiction

14.1 These Terms and Conditions and the agreement between us and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with English law.

14.2 The courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of these Terms and Conditions and the agreement between us.