



Marathon Sports Foundation Ltd Terms and Conditions

These terms and conditions apply to the Online Courses provided by Marathon Sports Foundation Ltd (company number 06279459) The Canterbury Campus, Knight Ave, Canterbury CXT2 8QA (“Marathon” or “we” or “us”).

You may contact us by email at info@marathonsports.co.uk or by telephone on 01227 766352 or in writing to the above address.

These terms and conditions apply to all Online Courses we provide. Please read these terms and conditions carefully before purchasing. If there is any conflict between these terms and conditions and any specific terms which might apply to a specific course then the course specific terms shall apply. If you do not agree to these terms and conditions you must cease to continue to purchase any Online Courses from us. Purchasing any of our Online Courses will be deemed as conclusive acceptance of these terms and conditions. Definitions “Confidential Information” means information in written, graphic, recorded, machine readable or other form concerning our business, clients, suppliers, finances and other areas of our business or products or services, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

“Course Materials” means the information provided by Marathon Sports to accompany a course provided as part of the Online Course whether in hard copy, electronic form or digital form.

“Fees” means the fees paid by you to Marathon Sports for the Online Course. “Intellectual Property Rights” means copyright, rights in or relating to databases, patent rights, performers’ rights, designs and registered designs, goodwill, trademarks, rights in or relating to Confidential Information and all our other intellectual property rights (registered or unregistered) throughout the world.

“Online Courses” means the provision of online courses via online modules and/or classroom activities and/or the use of Course Materials, together with such other services as shall be agreed from time to time.

“Website” means www.marathonsports.co.uk

“you” means the individual purchasing the Course/s.

The Online Courses

2.1. We will provide the Online courses with reasonable skill and care in accordance with the course description set out.

2.2. We reserve the right in our absolute discretion to vary or withdraw any of the Online Courses without notice, whether to make improvements to the same or otherwise.

2.3. We expect you to satisfy yourself that the Online course you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, or employment opportunity from your purchase and completion of any of the Online Courses.

2.4. All courses and qualifications must be carried out in English. We will use reasonable endeavours to provide reasonable assistance with accessing the course if required but cannot provide interpreters.

Ordering Online Courses

3.1 When you place an order for an Online Course you are offering to purchase the Course on these terms and conditions. Marathon Sports reserves the right to cancel or

decline your order or any part of your order at any time until it has been confirmed in accordance with clauses 3.2 below.

3.2. Following receipt by us of your order for the Online Course we will contact you confirming receipt of your order. A legally binding agreement between us and you shall come into existence when we have received both of the following and issued confirmation of acceptance:-

- (a) a validly completed enrolment form; and
- (b) payment of all the relevant Fees from you
- (c) Copy of identification
- (d) Pre-requisite qualifications if required

3.3 When completing the enrolment form please ensure you do so accurately and clearly, so that we can process your order efficiently. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate. Your order must be made on our official enrolment form or via our enrolment team at our Head Office.

3.4 We reserve the right to withdraw any aspect of our Courses, including any course, assessment or module or aspect thereof. We will write to inform you as soon as reasonably possible where any aspect of the Online Course you have ordered is no longer available. If you have already paid for the Course, we will refund to you the full amount you have paid to us (or a proportionate part thereof, as applicable).

3.5. Where your order consists of multiple courses, once we have a legally binding contract in place, you shall be liable for all courses forming part of that order.

3.6. We are not responsible for booking any examination with any professional body or examination board unless expressly agreed by us.

3.7. The name you state on your enrolment form will be the default name issued on the relevant certificate following successful completion of the course you have ordered. Please email info@marathonsports.co.uk with any changes to your address or name in writing so we can accurately administer your certificates and Course Materials. Please note that you are responsible for updating us with any changes to your personal information. Any amendments you require to your course completion certificate ('Certificate') shall incur an administration fee of £20. If you have not informed our accounts department of a change of address and the Certificate is sent to an old address, or if your Certificate is lost or damaged and you request a replacement, we will charge a £20 administration fee to send a further Certificate.

3.8 Please note that all modular bookings within all of our courses are subject to availability, and are provided on a first come, first served basis.

3.9 If you wish to add three or less CPD courses you will NOT be required to submit another enrolment form. Confirmation of your successful booking will be given by email from our Head Office once we have received confirmation of payment. Such confirmatory email will contain the relevant details of the course(s) you have added. Payments for three CPDs or less have to be paid in full in advance. Cancellation and Variation etc

4.0. Subject to clause 4.2 below, where we have accepted / confirmed the Course/s being purchased by you and formed a legally binding agreement with you in accordance with clause 3.2 above, then you are permitted within 14 days starting on the day after the date we have issued confirmation of acceptance in accordance with clause 3.2, to cancel your purchase of the Online Course.

4.1. To apply to cancel this contract, please notify us in writing via email to info@marathonsports.co.uk or post to the addresses as provided in the Notices clause below. Please include details of your order to help us to identify it. We will email you to confirm we have received your cancellation. Your cancellation will be effective from when we have notified you that we have received such notice of cancellation.

Please note that any refund due to you may be subject to any permitted deductions and you will have to pay the costs of return of any Course Materials (where applicable).

4.2. If you have already accessed, attended or downloaded all or part of the Course within the 14 days as set out at clause 4.0 then you shall have no right to cancel your order.

4.3. Notwithstanding clause 4.0 there is no other right to cancel or vary your purchase of the Course (whether as a result of injury, whether sustained on the course or outside of it, or illness or otherwise) and any other cancellation and / or variation of course dates will be at our absolute discretion.

4.4. All refunds will be credited to the same card or bank account you used to pay for the Course. Refunds will be issued as soon as reasonably practicable following acknowledgment of cancellation.

4.5. Orders for combination packages (for example, registering for 2 or more courses) will be treated as a single course for the purposes of this Contract. Refunds will therefore not be given for course downgrades.

4.6. Non-attendance of any CPD course unless cancellation is made at least 48 hours prior to the same taking place via our bookings department in writing will result in that course module being forfeited. Non-attendance of any training or assessment days will incur a £25 charge to re-book, unless cancellation is made at least 48 hours prior to the same taking place via our bookings team in writing. The relevant email for this purpose is bookings@marathonsports.co.uk.

4.7. All course levels have 12 months to complete from the point of sitting the first assessment. If you fail to pass the relevant course within this time frame you will need to pay us a re-registration charge of £25 for that particular level should you wish to continue with that particular course.

Fees and Payment Arrangements etc

5.0. The Fees for the Online Course shall be as stated at the time you place an order for them (or as otherwise agreed).

5.1. If you wish to change the scope of the Course after we accept, and we agree to such change, we will modify the Fees accordingly.

5.2. Unless otherwise specified at the time you purchase the Course, the Fees are inclusive of VAT but exclusive of any relevant third-party costs (where applicable). If applicable, any such costs will be made clear to you prior to you finalising the purchase of the Services.

5.3. Fees must be paid in full prior to you registering any course or taking part in any other Course and such Fees shall be debited from your credit / debit card at the time of purchase.

Materials

5.4. Any fees charged by your debit or credit card provider in connection with your purchase of the Course are for your own account and Marathon Sports shall not be responsible for these.

5.5. We take all reasonable care to ensure that the prices stated for the Course as advertised are correct; however on rare occasions it is possible that, despite our best efforts, some of the Course/s may be priced incorrectly. In those cases, the provisions of clause 5.13 apply.

5.6. Where the correct price for the Course is less than the price as stated, we will charge the lower amount. Where the correct price for the Course is higher than the price stated, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Course at the correct price or cancelling your order. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order whereby a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mis-pricing, we may (acting

reasonably) cancel supply of the Course and refund you any sums you have paid.

Intellectual Property

6.0 All Intellectual Property Rights in the Online Course/s, Course Materials and the speeches made and content delivered by Marathon Sports are, and remain, the intellectual property of Marathon Sports or its licensors, whether adapted, written for or customised for you or otherwise.

6.1. You are not authorised to:-

- (i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without our prior written permission;
- (ii) record on video or audio tape, relay by videophone or other means any aspect of the

Services;

(iii) use the Course Materials in the provision of any other course or training whether given by us or any third party;

(iv) remove any copyright or other notice of Marathon Sports on the Course Materials; or (v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer any software forming part of the

Course/s.

Without limiting any other rights or remedies we may have, any breach by you of this clause 9.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Course/s.

6.2. In consideration of the Fees paid by you, we grant to you a limited, non-transferable, non-exclusive licence to use the Course Materials and any relevant software for the sole purpose of you accessing the Services you have purchased and not further or otherwise. Confidentiality

7.0. Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions, and shall return it on demand and not retain copies of it.

7.1. Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

7.2. This clause shall continue notwithstanding termination of these terms and conditions.

Termination

8.0. We shall be entitled to terminate these terms and conditions and cease to provide you with any Online Course with immediate effect and without any refund whatsoever in the event that you:

- 1. fail to pay your Fees when due
- 2. are otherwise in breach of these terms and conditions.

8.2. On termination clause 8 (liability), 6 (intellectual property rights), and 7 (confidentiality) shall continue notwithstanding such termination.

Assignment / Transfer

9.0. Save where we exercise our discretion pursuant to the clause below, any Online Course provided by us pursuant to this agreement are personal to you and cannot be transferred or assigned to any other person.

9.1. Under no circumstances are you permitted to redistribute or resell any element of the Course/s or to transfer your access code, username, or password to any third party.

Entire Agreement

These terms and conditions, together with any document attached to or referred to herein, represent the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us.

Force Majeure

We shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, Government edict or regulation, or any failure to provide a course caused by personal tragedy to any trainer or a member of their family or illness.

GDPR, Data Protection

10.0. The nature of the Course/s provided by us means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Course you agree to this Use.

10.1. When you register with us you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to contact you, provide you with details of the one you have purchased and otherwise as required during the normal provision of the course.

10.2. We may also use the above Data, and similar Data you provide us in response to surveys, to aggregate user profiles and, to provide you with communications (unless you opt out).

10.3. We use information such as your User ID, session identifiers and password to enable us to identify whether you are using our Course/s, assist with the provision of Services and to ensure that you have access to all relevant aspects of the Course. We will only read cookies from your cookie file placed there through your web browser's interaction with the Website.

10.4. Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

10.5. Marathon Sports endeavours to take all reasonable steps to protect your personal Data including the use of encryption technology, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting online over the internet and will not hold us responsible for any breach of security.

10.6. If you wish to change or update the data we hold about you, please e- mail info@marathonsports.co.uk or contact us on 01227 766352

10.7. We confirm we will comply with all relevant Data Protection legislation in handling your data.

Non-Solicitation

You must not attempt to procure services that are competitive with the Online Course/s from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Course/s to you and for a period of six months following termination of this contract.

Law and Jurisdiction

This Agreement is subject to English law and the parties submit to the exclusive jurisdiction of the English courts in connection with any dispute hereunder. Variation to Terms & Conditions

We shall be entitled to vary these terms and conditions at our discretion and without prior notice to you.

Notices

11.0. You can contact us by any of the following methods: Email:

info@marathonsports.co.uk

Post: Marathon Sports Foundation Ltd, the Canterbury Academy, Knight Ave, Canterbury CT2 8QA

11.1. A notice or other communication is deemed to have been received:

- if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;

if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
if sent by email, at 9.00 am the next working day after transmission.

In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.