

TERMS AND CONDITIONS

Please read these Terms and Conditions of Use ('Terms') carefully before using ('the Websites'):

bluechipcoaching.co.uk

info.bluechipcoaching.co.uk/blog

app.ruzuku.com/courses

These Terms apply to all users of these Websites including casual browsers.

1. Terms applying to all users of the Blue Chip Coaching websites

Please read these Terms carefully before using the Websites. Additional terms and conditions apply if you enrol on a course (Part B). In these Terms, 'we', 'us' and 'Blue Chip Coaching' means: Blue Chip Coaching Limited, Mill Bank House, Harley, Shrewsbury, Shropshire, SY5 6LP, UK which is the owner of the bluechipcoaching.co.uk and info.bluechipcoaching.co.uk/blog websites and subscriber to the app.ruzuku.com/courses/ website and the owner of the Blue Chip Coaching trademark and brand, and 'you' means the user of the Websites. We reserve the right to withdraw all or part of the Websites at any time. By using these Websites you agree to be bound by these Terms.

You acknowledge that you are responsible for making back-up copies of all your data and taking appropriate precautions against viruses, hacking and other types of computer misuse. Whilst we try to ensure that the Websites do not contain any error, defect, malfunction or corruption, we do not accept responsibility for any damage to or loss of data on your computer system, network or server that results from the download or use of the Websites or any materials made available via the Websites (except for death or personal injury caused by our negligence). We cannot promise that access to the Websites will be uninterrupted or error free. We reserve the right to suspend access to the Websites for ongoing maintenance.

There may also be occasions when access to the Websites is interrupted for emergency maintenance or repairs or to carry out upgrades to improve the performance or functionality of the Websites and the services offered via the Websites. Access may also be interrupted due to failures of telecommunications links and equipment, which are beyond the control of Blue Chip Coaching. You accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability. You also acknowledge that we cannot be held responsible for any delay or disruptions that are inherent in the operation of the Internet and the World Wide Web, including viruses. We shall not be liable to you for any of the following types of loss or damage arising out of or in connection with your use of the Websites, or any content and/or facilities provided via the Websites:

- any loss of profits, loss of earnings, loss of anticipated savings, goodwill or revenue;
- any loss or corruption of data.

The exclusions and limitations of liability contained in this section do not apply to:

- any loss or damage resulting from death or personal injury caused by our negligence;
- loss or damages arising from our fraudulent misrepresentation; or
- any other losses which may not be excluded or limited by law.

Each provision of this Paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply. The receipt of the services is personal to you and you may not transfer your rights to access the course materials or to receive the services to another person unless we have consented in writing to you doing so. If any provision of these Terms becomes void or otherwise unenforceable in whole or in part, the validity of the remainder of these Terms shall not be affected. If either we or you fail to enforce, or delay in enforcing, any of our respective rights or remedies under

these Terms, such failure or delay shall not operate as an agreement to waive that right or remedy, and shall not prevent us from exercising that right or remedy in the future. These Terms are governed by and shall be construed in accordance with English law. Any dispute arising between us under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English courts.

2. Third party links

We may provide links to third-party websites from time to time. Any links are provided for your convenience only and are accessed at your own risk. We are not responsible in any way for the content of any third party website or for goods or services provided by the operators of such websites, and, unless otherwise stated, are not responsible for and do not endorse or recommend any third party website or its availability or contents or any agreement or understanding you enter into with a third party, through a third party website. If you choose to use any of the links provided, you should ask for access to the terms and conditions and privacy statement of the third party website. Blue Chip Coaching does not accept any liability for any loss, damage, expense, costs or liability whatsoever incurred by you in respect of these third party websites.

3. Amendments to the Terms

We reserve the right to amend these Terms from time to time. When we make a change we will update this page of the bluechipcoaching.co.uk website. If we do so, the updated version will be effective as soon as it is uploaded on to the Websites. The date of the last revision to these Terms is provided at the end of the Terms. We recommend that you visit this page each time you visit the Websites to ensure that you are aware of and are complying with any changes that we have made to these Terms. If you continue to use the Websites you will be deemed to have accepted those changes from the point at which these changes come into effect. Part B

4. Terms applying if you enrol (or purchase) on a course from Blue Chip Coaching

These Terms apply to the provision of courses advertised on the Websites. Please read these Terms carefully before purchasing a course. For the purposes of these Terms:

- **'we'** and **'us'** means Blue Chip Coaching Limited;
- **'you'** means the person receiving the Services;
- **'enrol'** means the process of enrolling for a course and the term "enrolment" shall be construed accordingly. When you enrol this will involve you completing the relevant forms;
- **'Course'** means online learning materials and resources;
- **'Services'** means (i) the provision of the Course Materials in electronic format via the Websites;
- **'Course Materials'** means the materials required to complete the Course; and
- **'Course Fee'** means the fee payable for the provision of the Services.

5. Your account

When you enrol for/purchase a Blue Chip Coaching course you will be given a user name and password. As you will be responsible for all activities that occur under your user name and password, you should take care to keep your user name and password confidential. You must notify us immediately of any unauthorised use of your user name or password or if you believe that your user name or password are no longer confidential. We reserve the right to require you to alter your username and password if we believe that they are no longer secure.

Blue Chip Coaching reserves the right to refuse access to the Websites, terminate accounts, remove or edit content, or cancel orders at our discretion. If we cancel an order, it will be without charge to you.

The information that you provide to us when you enrol for/purchase a Blue Chip Coaching course or at any other time is subject to the Privacy Statement.

6. Privacy

We treat your privacy very seriously. Please read our Privacy Policy <http://bluechipcoaching.co.uk/privacy-policy/> if you would like further details about the information we collect and how it is used. By using the Websites and submitting personal data you acknowledge and agree that you have understood and accept the terms of the Privacy Statement.

We use Sage Pay <http://sagepay.co.uk/policies/security-policy/> to collect and process transaction information.

7. Licence for access to the websites

Blue Chip Coaching grants you a limited licence to access and make personal use of the Websites, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Blue Chip Coaching. This licence does not include any resale or commercial use of the Websites or contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Websites or contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

The Websites or any portion of the Websites may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form)

of Blue Chip Coaching without express written consent. You may not use any meta-tags or any other “hidden text” utilising Blue Chip Coaching’s name or trademarks without the express written consent of Blue Chip Coaching. Any unauthorised use terminates the permission or license granted by Blue Chip Coaching.

8. Provision of the services

We will provide you with access to the Course Materials once you have enrolled/purchased. You may not make copies of any Course Materials supplied to you in hard copy format.

You will need to log on using your chosen user name and password to access the Course Materials on-line.

You have 12 months from the first time you access the Course to complete the Course you have enrolled on/purchased.

You can log onto the app.ruzuku.com/courses website from any computer using your assigned user name and password.

If you require technical help, please use the ‘Support’ link at top right in the app.ruzuku.com/courses website and the ‘Contact’ link.

You acknowledge and accept that periods of downtime may be required in respect of the Websites for ongoing or emergency maintenance as outlined in these Terms, and that technical support may not be available during such periods of downtime. You accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability.

Subject to Paragraph 14, we exclude all other warranties, express or implied, as to the performance and availability of the technical support service, except as expressly stated in these Terms. We do not guarantee that the technical advice provided by us or a contracted third party will resolve your technical problems. If you decide to take advantage of such technical advice, you should ensure that such advice is strictly followed.

Save as expressly set out in these Terms, you may not modify, copy, reproduce, re-publish, upload, post, transmit or distribute in any way any of the Course Materials. Any use of the Course Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either our copyright or our other intellectual property rights.

9. Cancellations and refunds

Once you have enrolled for/purchased a Course, if you decide that you wish to cancel, you may do so and receive a full refund provided that:

- you notify Blue Chip Coaching that you wish to cancel your enrolment/purchase; and
- you have not accessed the online Course Materials.

A Course will be deemed to have been accessed when the relevant online Course is commenced or Course Materials are viewed by someone utilising your account.

At our discretion, you can also cancel and receive a full refund within 6 months of starting the Course if you:

- complete all elements of the Course and implement the learning and are not totally satisfied with the outcomes you get.

If you do not access the Services during the twelve (12) months following the date on which they were ordered, we reserve the right to cancel the order and withdraw your access to such Services. You will not receive a refund if the order is cancelled as described in this paragraph.

10. Quality of the services

We will use reasonable skill and care in the performance of the services. We will provide the services in accordance with the course description which is set out on the Websites.

Blue Chip Coaching uses reasonable endeavours to ensure that the Websites are available 24 hours a day 7 days a week. Blue Chip Coaching reserves the right to suspend access to the Websites for ongoing maintenance. There may also be occasions when access to the Websites is interrupted for emergency maintenance or repairs or to carry out upgrades to improve the performance or functionality of the Websites. Access may also be interrupted due to failures of telecommunications links and equipment which are beyond the control of Blue Chip Coaching.

We do not make any commitment to you that the content of the services will meet any specific requirements that you have (except to the extent that your requirements match the course description which is on the Website), and we expect you to take reasonable care to verify that the course in question will meet your needs. We do not make any commitment to you that you will obtain any particular result from your receipt of the services or that you will obtain any particular qualification from your receipt of the services.

Additional charges may be payable to third parties for use of the software necessary to view and download the Course Materials. You are responsible for paying these charges.

All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permissible at law.

11. Complaints

In the event that you are not satisfied with any aspect of the services, please contact us via the address at 17.

12. Payment by you

You agree to pay us the course fee (including VAT where applicable) prior to accessing the course.

We reserve the right from time to time to change the amount of the Course Fee. The current Course Fee for any course at any given time will be displayed on the Website.

13. Our rights to stop providing the service to you

If you are an online learner, we will make the Course Materials available to you via the app.ruzuku.com/courses website for 12 months from Enrolment/purchase.

We reserve the right to stop providing the Services to you immediately in the event that:

- you fail to comply with paragraph 8 of these terms which deals with the manner in which you are permitted to use the course materials and the Websites; or
- you fail to conduct yourself in an appropriate manner when communicating with or receiving support from us.

If we exercise this right we will notify you via email or your chosen route. We will then immediately suspend your access to the Course Materials.

14. Our liability to you

The exclusions and limitations of liability contained in these Terms do not apply to:

- any loss or damage resulting from death or personal injury caused by our negligence;
- loss or damages arising from our fraudulent misrepresentation; or
- any other losses which may not be excluded or limited by law.

We shall not be responsible to you in the event that we cannot provide the Services to you due to an event beyond our reasonable control, which includes (but is not limited to) events such as, fire, flood, storm, strikes or other

industrial action, failure of telecommunications services, war, riot, or the actions of any government or public body. In the event that we are prevented from providing the services by such an event, we will take all reasonable steps to try to reinstate the provision of the services to you as soon as is reasonably practicable.

In no event shall we be responsible to you for any loss of profit, loss of earnings, loss of anticipated savings, loss of revenue or loss of goodwill that you may suffer. Further, in no event shall we be liable to you for any indirect or consequential loss that you may suffer.

We are not responsible to you for any data that you lose either (a) as a result of accessing the Course Materials; or (b) during completion of any course via the Websites. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the computer from which you are accessing the course materials, and (ii) all data that you are inputting when completing the course.

Except where the above applies, our maximum aggregate liability to you for any claim that you may have against us under or in connection with the provision by us to you of the services which is not otherwise excluded in these Terms (including without limitation where such claim arises as a direct result of any negligent technical advice provided by us) shall be limited to the amount of the course fee which has been paid or is payable by you.

Each provision of this paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply.

15. Copyright and database rights

The compilation of all content on the websites is the exclusive property of Blue Chip Coaching and is protected by United Kingdom and international copyright and database right laws. All software used on the websites is the property of Blue Chip Coaching, and is protected by international copyright law.

You may not systematically extract and/or re-utilise parts of the contents of the websites without Blue Chip Coaching's express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this website, without Blue Chip Coaching's express written consent. You also may not create and/or publish your own database that features substantial (e.g. our prices and product listings) parts of this website without Blue Chip Coaching's express written consent.

16. General

Subject to the terms of any agreement we conclude with you if you enrol/purchase on a Blue Chip Coaching course, we reserve the right to withdraw all or part of the Websites at any time.

These Terms are governed by and shall be construed in accordance with English law. Any dispute arising between us under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English courts.

These Terms constitute the entire agreement between us in relation to the provision by us to you of the Services, and they replace and supersede any prior arrangements between us in relation to the Services. You acknowledge that you are not relying on any statement made by us with regard to the Services other than those expressly set out in these Terms (which includes, for the avoidance of doubt, the description of the Services set out on the Websites). Nothing in this Paragraph shall exclude or restrict our liability for fraud or fraudulent misrepresentation.

The agreement between us which is comprised of these Terms is not intended to be for the benefit of any third party, and shall not be exercisable by any other person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

The continued use of the Websites following any changes to the Terms will mean that you accept such changes.

17. Contact us

Please use the 'Contact us' page of the bluechipcoaching.co.uk website or email:

info@bluechipcoaching.co.uk