

# TERMS AND CONDITIONS

These terms and conditions relate to all Fuel+Move Small Group Training programmes.

## **\*Important Information**

Please read Our Terms and Conditions carefully and make sure You understand them before applying to book a place on a programme.

---

# BOOKING TERMS AND CONDITIONS

## **Information about us**

Fuel and Move Consulting Limited is company registered in Wales with Companies House registration number: 08369720. When Your application to book a place on a Programme through this Website is accepted by Us You enter into a binding contract with Fuel and Move Consulting Limited.

If You need to contact us, You can email us at [gameday@fuelandmove.com](mailto:gameday@fuelandmove.com).

## **Key words**

In these Terms and Conditions:

'We', 'Us', 'Our' or "Fuel+Move" is a reference to Fuel and Move Consulting Limited.

'Booking' means the booking You have placed for a Programme with Us through the Website or by email.

'Programme' is any remote small group training programme listed on the Website.

'Deposit' means any such deposit as We may specify or require per Participant for any Programme.

'Participant' means the person for whom a place on a Programme is booked.

'Website' means [fuelandmove.com](http://fuelandmove.com).

'Voucher' means a credit note for the full amount You have paid to Us which is redeemable against any Programme within 12 months of the date of original Booking for the Participant.

'You' 'Your' means the person booking or arranging for the booking

'Code of Conduct' means the codes of behaviour set out in clause 10 so that everyone participating in the Programme is treated fairly, with respect and in a psychologically safe environment.

## **1. Booking and pricing**

- 1.1 After You book a place on a Programme, We will send You an "Order Confirmation Email" confirming that We have processed Your application and deposit payment. All applications are subject to acceptance by Us in line with these Terms and Conditions. Your offer is accepted by Us and a binding agreement is created between Us and You if You have not heard otherwise within 7 days of receiving Your "Order Confirmation Email".

- 1.2** It is important that You check the details in Your “Order Confirmation Email” when You receive it. If You have any questions or any of the information is inaccurate please contact Us immediately.
- 1.3** The Website sets out further details of the specific requirements for each Programme, which You agree that You have read and understood as part of the Booking process.
- 1.4** Each booking on a Programme must be accompanied by payment of the appropriate Programme fee of either: (a) full payment; or (b) non-refundable Deposit payment followed by the balance payment not later than 14 days following the first Programme session.
- 1.5** If You fail pay the Deposit but fail to pay the balance in accordance with clause 1.4, your Booking will be automatically cancelled and there is no right to a refund of the Deposit.
- 1.6** Payment of the Deposit is due when You book a place on a Programme. We shall only send You an “Order Confirmation Email” once We have received Your completed application and Deposit payment (or full payment).
- 1.7** By booking a place on a Programme You confirm that:
  - 1.7.1** You are legally capable of entering into binding contracts;
  - 1.7.2** You are at least 18 years old;
  - 1.7.3** You are not booking places on Programmes which You intend to resell.
  - 1.7.5** You have read and accepted the Terms and Conditions defined here;
  - 1.7.6** the price of Programmes and any additional fees We may charge will be as stated on the Website from time to time, unless there is an obvious error. These prices and additional fees may change at any time.
  - 1.7.7** You understand that prices include any applicable Value Added Tax (“ VAT”). If the rate of VAT changes before You make any payment due to Us We may adjust the price You pay.
- 1.8** The Price You pay is for the whole Programme. You accept that You are not entitled to any refund or reduction in the Price because You do not, for any reason, attend all of the sessions in the Programme.

## **2. Cancellation and refunds**

### **2.1 How to cancel a Booking**

To cancel a Booking, You must inform Us by email [gameday@fuelandmove.com](mailto:gameday@fuelandmove.com). Proof of email dispatch is not proof of receipt. If You do not receive a response within 3 days, You should contact Us by telephone.

### **2.2 Our refunds policy**

- 2.2.1** If You cancel Your Booking within 14 days of making a Booking then, provided the Programme has not already started, We will provide You with a full refund (inclusive of Your Deposit).
- 2.2.2** If You cancel Your Booking more than 14 days after We have accepted Your Booking, then:-

- (a) If You cancel more than 30 days before the first day of Your Programme and have paid for the Programme in full, We will refund the amount You have paid for the Programme, less Your Deposit; or
- (b) If You cancel more than 30 days before the first day of Your Programme and have not paid for the Programme in full (e.g. if You have only paid the Deposit), You will not be required to pay the balance for the Programme, however You will not be entitled to a refund of Your Deposit; or
- (c) If You cancel less than 30 days or less before the first day of Your Programme You will not be eligible for any refund, including the Deposit; and
- (d) If We do not receive Your balance payment on time Your booking will be deemed cancelled and You will not be due any refund.

## **2.4 Cancellation on medical grounds**

**2.3.1** If the Participant is unable to attend because he or she is ill or injured, We will offer You a Voucher for all fees paid, provided that You notify Us of the illness or injury at least 24 hours before the Programme starts. We will require a letter from the Participant's doctor as proof of the illness or injury before issuing the Voucher. This voucher will be valid for any comparable Booking made on any of Our Programmes in the same or following year (subject to availability). The Voucher is transferrable to any family member and may be used on any Programme that We offer. Please note that the voucher has no monetary value and cannot be exchanged for cash.

**2.3.2** Participants who leave early during their Programme due to illness or injury will receive a pro-rated voucher with a value that is pro-rated to the unused proportion of the Programme. This can be used as a credit against any Booking on any of Our Programmes in the same or following year. The voucher is transferrable to any family member and may be used on any Programme that We offer.

## **2.4 Cancellation by Us (Force Majeure)**

**2.4.1** Due to circumstances beyond Our control including insufficient participation, technological or connectivity failure, natural disasters such as floods, warfare, security concerns or disease outbreak, We may cancel, move or postpone a Programme. If We postpone or cancel a Programme for any reason We will provide You with a Voucher for a place for the Participant at a comparable Programme in the same or the following year (but You will not be entitled to a cash refund).

**2.4.2** In all cases where You are eligible to receive a refund or a voucher, We will process the refund or issue the voucher within 60 days of notice of cancellation. Refunds will be provided using the same method You used to pay.

**2.4.3** Please note that if we have issued a Voucher to you, you have re-booked with the Voucher and the Programme for which you have rebooked is cancelled for reasons outside of our control under clause 2.5.2 or 2.5.3 then

the Voucher will be carried forward to a new Programme in the same or the following year.

### **3. Liability**

- 3.1** We are responsible to You for foreseeable loss and damage caused by us. If We fail to comply with these Terms and Conditions, We are only responsible for loss or damage You suffer that is a foreseeable result of Our breaking this contract or Our failure to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both We and You knew it might happen, for example, if You discussed it with Us during the sales process.
- 3.2** We are not liable for:
- 3.2.1** any losses or costs incurred by You as a result of Us exercising any rights contained within clause 5;
  - 3.2.2** any losses caused by any other breach of Our agreement by any person other than us; and
  - 3.2.3** any business losses.
- 3.3** Nothing in this clause excludes or limits in any way Our liability to You where it would be unlawful to do so. This includes: liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of Your legal rights in relation to the Programme.
- 3.4** Our liability to You is limited to the Programme fee that You paid.

### **4. Remote Delivery Requirements**

Programmes are delivered remotely by zoom or other similar software or platform which requires high speed internet to access. We will send you the link for Your Programme session. It is your responsibility to ensure that You have devices, high speed internet access, power source and other technical requirements to be able to join the Programme group using the link shared with you prior to the Programme session date and time. If you are not able to join the session because of a technical difficulty, You recognise and accept that You will not be able to join another group and You will not be entitled to a refund for the missed session. Please check Your device, and connectivity ahead of each session to avoid missing the session.

### **5. Removal of Participants from Programmes**

- 5.1** Participants on Programmes must adhere to all of the rules and regulations of the Programme as specified by Us from time to time including the Code of Conduct. By making a Booking You accept and agree that the Code of Conduct form part of the agreement between us.
- 5.2** We treat as a priority the safety and well-being of all Participants attending Our Programmes. We therefore reserve the right to remove from Our Programmes, without refund, any Participant who does not comply with the Code of Conduct. We also reserve the right to remove from Our Programmes, without refund, any Participant who We consider to be generally disruptive or is behaving in a way that may be a danger to, or upsetting or lacks respect for others.

- 5.3** We reserve the right to ask any Participant to leave the camp who is, in Our opinion, not behaviourally or emotionally able or willing to positively and constructively participate safely in the Programme.

## **6. Complaints**

It is Our aim to provide a productive and effective experience during each Programme appropriate to Your career stage. However, if You are not satisfied with something please inform Us and We will try to resolve the issue.

## **7. Intellectual Property**

- 10.1** The Website together with the form and content of Our marketing materials and including any training documents, scripts and other materials and any intellectual property rights comprised in any of Our services which belong to Us or Our licensors (“Materials”) is protected by copyright and other intellectual property rights and all such rights are reserved.
- 10.2** “Fuel+Move” and the graphic logo are trade marks of Fuel and Move Consulting Limited, and all rights in relation to any trade marks are expressly reserved and may not be used or reproduced without Our express consent.
- 10.3** The Materials may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without Our express written consent. You may not systematically extract and/or re-utilise parts of the contents of the Materials by any means whatsoever, including by using automated computer programs (including spider or other web crawler programs), without Our express written consent.
- 10.4** All intellectual property and other rights comprised in the form and content of Our Programmes belongs to Us, and no materials or content in relation to any Programme may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose.

## **8. Data Protection**

- 8.1** We agree to comply with Our obligations under all applicable laws and regulations relating to data protection and privacy as may be applicable from time to time, which at the date of these Terms and Conditions means the Data Protection Act 2018 and the GDPR (EU General Data Protection Regulation 2016/679) and any successor legislation (“Data Protection Legislation”).
- 8.2** For further details on how We comply with the Data Protection Legislation please refer to Our Privacy Policy which can be found in the footer of the Website.

## **9. General**

- 9.1** Certain laws require that some information We give You should be in writing. You accept that most communication with Us will be electronic (occasionally We may write to You by letter). We will contact You by email or provide You with information by posting notices on the Website. You agree to this electronic means of communication and acknowledge that contracts, notices, information and other communications We provide electronically comply with legal requirements that such

communications be in writing. For more information on notices, please refer to clause 9.2 and 9.3.

- 9.2** All notices You give Us must be given to Us at Our office by email addressed to [gameday@fuelandmove.com](mailto:gameday@fuelandmove.com).
- 9.3** It is important that You keep the contact details that We hold for You up to date. We may give notice to You via the Website, or by letter or email at the addresses You provide to Us when Booking a place on a Programme. Notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an email is sent, it will be sufficient to prove, in the case of an email, that such email was sent to the specified email address of the addressee and was delivered to the recipient.
- 9.4** The parties agree with the other not to divulge or allow to be divulged any confidential information relating to the other's business or affairs or the business or affairs of Fuel and Move Consulting Limited other than to its employees, associates or contractors (if any) who are subject to appropriate non-disclosure undertakings (if required), or where the other party has consented to such disclosure or where required by law to make such disclosure. This clause does not apply to information which is:
- 9.4.1** trivial or obvious;
  - 9.4.2** already in a party's possession other than as a result of a breach of this clause; or
  - 9.4.3** in the public domain other than as a result of a breach of the applicable confidentiality undertaking.
- 9.5** The contract between You and Us is binding on You and Us and on the respective successors and assignees of You and us. You may not transfer, assign, charge or otherwise dispose of this contract, or any of Your rights or obligations arising under it, without Our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of this contract, or any of Our rights or obligations arising under it, at any time during its term, provided that the person to whom We transfer, assign, charge, sub-contract or otherwise dispose of this contract or any of Our rights or obligations arising under it agrees to comply with all of these Terms and Conditions for Your benefit.
- 9.6** If We fail to insist upon strict performance of any of Your obligations, or if We fail to exercise any of the rights or remedies to which We are entitled, this will not be a waiver of such rights or remedies and will not relieve You from compliance with such obligations. A waiver by Us of any breach by You will not constitute a waiver of any subsequent breach. No waiver by Us of any of these Terms and Conditions will be effective unless it is expressly stated to be a waiver and is communicated to You in writing.
- 9.7** The parties agree that these Terms and Conditions are fair and reasonable in all the circumstances. However, if any provision of these Terms and Conditions is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these Terms and Conditions are

held not to be valid the remaining provisions of these Terms and Conditions shall remain in full force and effect.

**9.8** We intend to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the subject matter of this contract.

**9.9** These Terms and Conditions and Your Booking shall be governed by and interpreted in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

## **10. Code of Conduct**

In the interests of creating a safe space for all participants to make the most of the Programme sessions and set each other up for personal versions of success, You are expected to:

10.1 Practice **MUTUAL RESPECT AND UNDERSTANDING** by treating others in the session with the respect and understanding that You'd like to be treated with.

10.2 Keep discussion, conversation and anything shared during Programme session **CONFIDENTIAL**.

10.3 Contribute to creating a **JUDGEMENT-FREE** space where each person can feel confident and safe to speak knowing that they will be heard with respect and without judgment.

10.4 **LISTEN** with the aim of seeking to understand the speaker.

10.5 Be open to **GIVE AND RECEIVE FEEDBACK**, both positive affirmation and constructive criticism shared openly and with compassion and kindness.

10.6 **TRANSFORM FRICTION** and **RESOLVE CONFLICTS** within the small group amiably, with mutual respect, compassion and understanding.

These Terms and Conditions were last reviewed and updated on 25 July 2023.