

# Terms & Conditions

## 1. Engagement:

- a. U-Can(UN) Ltd (“U-Can”, “we” or “us”) are a company registered in England and Wales with registration number 04758832. Our registered address is 5 Saxon Way, Droitwich, Worcs. WR9 7TB
- b. U-Can (UN) Ltd may provide products and/or services in conjunction with other joint venture partners (“Partners”) on a self-employed consultancy basis.
- c. These Terms set out the terms and conditions on which we and our Partners supply products and/or services to you (“Client” or “you”). If you have any queries, please contact us to discuss.
- d. Our Partners may have their own terms and conditions which apply to the supply of products and/or services. We or our Partners will make these available to you and you agree to comply with such terms and conditions at all times.
- e. By signing the Order Form, you agree that the Order Form and these Terms form a legally binding contract between you and us.
- f. We and our Partners may provide products and/or services to both businesses and individuals known as consumers. There are some areas within these Terms that will apply if you are a business and some if you are a consumer.

## 2. How to Contact Us:

- a. Given the nature of U-Can’s business, you will receive a quicker response to queries from us by contacting us via email. Therefore, if you wish to contact us, please do so by writing to us at [mary@marycollin.co.uk](mailto:mary@marycollin.co.uk) . If you wish to contact us by post, you can do so at 5 Saxon Way, Droitwich, Worcs. WR9 7TB.
- b. If we have to contact you, we will use the details you have provided in the Order Form overleaf.

## 3. Our Contract with You:

- a. Our acceptance of your Order Form will take place upon you signing the form, at which point a contract will come into

existence between you and us. Similarly by accessing our sites and other content you are agreeing to abide by these Terms & Conditions of Use. A member's continued use of the websites, materials and services shall be conclusively deemed acceptance of these terms and conditions and any subsequent modification.

- b. If we are unable to accept your Order Form, we will inform you of this and will not charge you.

#### **4. Confidentiality:**

- a. Given the nature of products and/or services being provided, you agree not to make available or divulge to any party without our prior consent, any of the materials, notes, systems or teachings of any products and/or services provided ("Materials") as this could have an adverse impact on our business and the products and/or services. By placing an order with us or our Partners, you acknowledge that if you allow any of these Materials to be made available to any party without our consent, we may take legal action against you.
- b. No photocopy, audio, video, photographic recordings of U-Can educational styles or any of the copyrighted materials provided are allowed without our prior written consent.
- c. As part of the promotion of future products and services of U-Can, photographs and recordings of attendees (either individually or as a group) may be taken. By placing an order, you consent to your presence in any audio, video or photographic recordings officially arranged by U-Can. Accordingly, you waive any rights, claims or interest in the reproduction, distribution and exposure of any and all aforementioned recordings owned and possessed exclusively by U-Can.
- d. Breach of this clause 4 will be deemed by us to be a "material breach" allowing us to immediately terminate the contract between you and us in accordance with clause 8.
- e. This clause 4 survives termination of the contract.

#### **5. Providing Products and/or Services:**

- a. Unless prevented from an event outside of our control, we and/or our Partners will provide products and/or services on the dates confirmed to you.
- b. Products and/or services will be provided using reasonable skill and care.
- c. If our supply of products and/or services is delayed by an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
- d. We may need certain information from you to provide products and/or services. If you fail to provide such information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying products and/or services late if caused by you not giving us the information we need within a reasonable time of us asking for it.
- e. We may have to suspend supply of products and/or services to deal with technical problems and we will notify you if this is the case.
- f. If you do not pay us when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply and will tell you we are doing so. As well as suspending supply, we may charge you interest as set out in clause 7.e)ii.

## **6. Excluded Services:**

- a. Our Partners may offer you additional services with our consent (Excluded Services). If you accept or proceed with any Excluded Services, the contract will be between you and the Partner and not between you and us.
- b. We do not recommend or endorse any of the Excluded Services or offer any guarantees as to the Excluded Services or any potential financial return arising from them. If you

agree to take Excluded Services you are doing so at your own risk.

- c. We suggest that you make your own investigations and enquiries regarding Excluded Services before acting upon any advice or investment opportunity provided to you.
- d. Because the Excluded Services are carried out between you and the Partner, we will not be responsible for any costs or losses you or any person connected with you, incur as a result of those Excluded Services.
- e. By placing an order, you are agreeing to waive forever and release us and our affiliates and partners from any claims you may have against us arising out of or in connection with the Excluded Services.

## **7. Investment and Payment:**

- a. You must pay to U-Can in consideration of the products and/or services:
  - i. the Payment Sum (as set out in the Order Form) as one lump sum on the signing of the Order Form by you; or
  - ii. if we or our Partners have agreed that you may pay by instalments or monthly subscriptions, you must pay the Instalment/subscription Sum on the Instalment/subscription Payment date(s) agreed.
- b. All payments due to us under the contract must be in full without any deductions or set off and in cleared funds,
- c. Payments made to us must be made by the means and to the recipient specified in the Order Form.
- d. We may request that you make payment directly to our Partners. In that case, the terms and conditions of payment specified by the Partner will apply to you.
- e. If you do not pay any sum that is due and owing to us or our Partners by the due date for payment:
  - i. all remaining sums due and owing to us and/or our Partners will immediately become due and payable in full without need for further demand;
  - ii. we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest

shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount;

- iii. we shall be entitled to immediately revoke your access to all products and/or Materials provided by us or our Partners; and/or
- iv. we reserve the right to decide what level of access (if any) will be granted to you depending on the amount that is outstanding from you.

#### **8. Your Rights to End the Contract – If You Are a Consumer:**

- a. Your rights on ending the contract with us as a consumer will depend on when you decide to end the contract, and:
  - i. If you have just changed your mind, see clause 8b). You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
  - ii. In all other cases (if we are not at fault and there is no right to change your mind), see clause 8e).
- b. For most products and/or services bought online, over the telephone or away from our business premises, you have a legal right to change your mind within 14 days and receive a refund.
- c. You do not have a right to change your mind in respect of:
  - i. digital products after you have started to download or stream these;
  - ii. services, once these have been completed, even if the cancellation period is still running;
  - iii. sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
  - iv. any products which become mixed inseparably with other items after their delivery.
- d. How long you have to change your mind depends on what you have ordered and how it is delivered.
  - i. If you have purchased services (for example, a course), you have 14 days. However, if the services have been

completed you cannot change your mind, even if the period is still running. If you cancel after the services have started, you must pay us for services provided up until the time you tell us you have changed your mind.

- ii. If you have purchased digital content (for example a download), you have 14 days after the day we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
  - iii. If you have purchased products (for example, a book) you have 14 days after the day you receive the products unless your products are split into several deliveries over different days. In this case you have until 14 days after the day you receive the last delivery to change your mind about the products. If your products are for regular delivery over a set period you have until 14 days after the day you receive the first delivery of the products.
- e. Even if we are not at fault and you do not have a right to change your mind, you may still be able to end the contract before it is completed, but you may have to pay us compensation. A contract for products or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed (for example where there is a 3 month minimum commitment) where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract – subject to you meeting a minimum term contract if one was

entered into (for example our 'Done For You' service which has a minimum of 3 months);

## **9. Ending the Contract if You Are a Consumer:**

- a. To end the contract with us, please let us know by doing one of the following:
  - i. email us at [mary@marycollin.co.uk](mailto:mary@marycollin.co.uk) Please provide your name, home address, details of the order, your phone number and email address. or
  - ii. Post the information to us at 5 Saxon Way, Droitwich, Worcs. WR9 7TB including details of what you bought, when you ordered or received it and your name and address.
- b. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must post them back to us. Please contact customer services by emailing us at [mary@marycollin.co.uk](mailto:mary@marycollin.co.uk) using the subject header "Cancellation Notice". If you are exercising your right to change your mind you must send off the products within 14 days of telling us you wish to end the contract.
- c. We will pay the costs of return:
  - i. if the products are faulty or misdescribed;
  - ii. if you are ending the contract because we have told you of an upcoming change to the product or these Terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done.

In all other circumstances you must pay the costs of return.

- d. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- e. If you are exercising your right to change your mind:
  - i. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of

the products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

- ii. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
  - iii. Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- f. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- i. If the products are goods, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.
  - ii. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.
- g. We may end the contract for a product at any time by writing to you if:
- i. you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
  - ii. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;



- iii. you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
  - iv. you do not, within a reasonable time, allow us to supply the services.
- h. If we end the contract in the situations set out in clause 9g) above, we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- i. We may write to you to let you know that we are going to stop providing certain products or services. We will let you know as soon as reasonably possible and will refund any sums you have paid in advance for products or services which will not be provided.
- j. If you have any questions or complaints, please contact us. You can write to us at 5 Saxon Way, Droitwich, Worcs. WR9 7TB or email us at [mary@marycollin.co.uk](mailto:mary@marycollin.co.uk)

#### **10. Ending the Contract if You Are a Business:**

- a. If you are contracting with us as a business, you must notify us within 7 days of your order if you wish to terminate the contract by emailing us at [mary@marycollin.co.uk](mailto:mary@marycollin.co.uk) using the subject header "Cancellation Notice Business".
- b. We may refund you for the price of products and/or services paid for but not yet provided, subject to a deduction to cover our time incurred on processing the cancellation.
- c. We may end the contract at any time on 7 days' notice to you or immediately if any of the following apply:
  - i. you commit a material breach of these Terms and (if such breach is remediable) you fail to remedy that breach within 7 days after receipt of notice in writing to do so;
  - ii. you take any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a

- receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- iii. you suspend, or threatens to suspend, or cease or threaten to cease to carry on all or a substantial part of your business;
  - iv. your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under these Terms has been placed in jeopardy;
  - v. you fail to pay any amount due to us or our Partners (as the case may be) on the due date for payment.
- d. We may, at any time, without reason decline or cancel future, scheduled or existing training or coaching; and/or to sell any of our products and/or services to any party at any time.
- e. On termination:
- i. you shall immediately pay to us all of our (or our Partners) outstanding unpaid invoices and interest and, in respect of products and/or services supplied but for which no invoice has been submitted, we (or our Partners) shall submit an invoice, which shall be payable by you immediately on receipt;
  - ii. you shall return all Materials and any products which have not been fully paid for. If you fail to do so, we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safekeeping and will not use them for any purpose.
  - iii. Termination shall not affect any rights, remedies, obligations and liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination.
  - iv. Any provision of these Terms that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

## **11. Withdrawal of Candidates:**

- a. Given the nature of the services being provided, if we consider any client to be unsuitable or inappropriate for any programme, we shall be entitled to ask you to leave a programme with immediate effect whether you are a business or consumer. We are not required to provide a reason and can do so at our discretion.
- b. We will refund you the Investment you have paid to us within 30 days of us asking you to leave a programme or service. We shall have no further liability to you in respect of the cancellation whether you are a business or consumer.
- c. You acknowledge that you shall not be entitled to, and shall not claim a refund other than by strict compliance with clause 8 and 9 if you are a consumer and 10 if you are a business. You further acknowledge that this is an essential term of the contract on which we rely.

## **12. Support:**

- a. Support is for a period of time from the commencement of our agreement. It is solely your responsibility for implementing your actions each week/month and we shall have no liability to you or to any third party in this regard. Any continuation of support beyond that point or suspension of use of the help centre for a particular period at the request of the client is at our discretion.

## **13. Time & Place:**

- a. We and our Partners reserve the right to amend or cancel any event, timing, dates, and venue for any live training:
  - i. We shall have no liability to you;
  - ii. you retain the right to reschedule provided you contact us in writing and do so shortly thereafter of the amendment or cancellation; and
  - iii. you shall make no claim against us (including a refund), in respect of the same.

## **14. Our Liability to you if You Are a Consumer**

- a. If you are a consumer, we only supply products and services for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no

liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

b. This clause 14 shall survive termination of the Contract.

**15. Limitation of Liability if You Are a Business:**

a. Subject to clause 15a), our total liability to you shall not exceed the aggregate amount of the charges paid by you to us in the year preceding a claim.

b. We shall not be liable to you for any of the following:

- i. loss of profits;
- ii. loss of sales or business;
- iii. loss of agreements or contracts;
- iv. loss of anticipated savings;
- v. loss of use or corruption of software, data or information;
- vi. loss of or damage to goodwill; and/or
- vii. indirect or consequential loss.

c. To the fullest extent permissible by law:

- i. the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the contract; and
- ii. all terms, conditions and warranties implied by custom, general law or statute are excluded from the contract.

d. Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

e. This clause 15 shall survive termination of the contract.

**16. Force Majeure:**

a. If the provision of the products and/or services as contemplated by these Terms are prevented or cancelled because of an act of God, an accident, fire, blackout, flood, or any other calamity, or if by reason of strikes, or lockouts, or

any other event beyond the control of both parties, the Provider may as its option postpone the delivery of the training from the original schedule.

**17. General:**

- a. Changes to any of the social networks by their developers is outside of our control and is not our responsibility.
- b. All notices or other communications must be made to the addresses specified in the Order Form or these Terms as the case may be.
- c. The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it; or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
- d. We may transfer our rights and obligations under these Terms to another organisation. We will tell you if this happens and we will ensure for our consumer clients that the transfer will not affect your rights under the contract.
- e. You can only transfer your rights with our prior written consent.
- f. The contract is between you and us, no other person shall have any rights to enforce any of its terms.
- g. Any provision in these Terms which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the validity or enforceability of that provision in any other jurisdiction.
- h. These Terms may not be varied except in writing signed by us.
- i. Should any provision of these Terms be held by a Court to be unlawful, invalid, and unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.
- j. The Order Form or programme agreement and these Terms constitute the entire agreement between us and you

concerning the transaction, and replaces all previous communications, arrangements, representations, understandings, and agreements, whether verbal or written between the parties to this contract or their representatives. No representations or statements of any kind made by either party, that are not expressly stated in this contract, shall be binding on such parties.

**18. Indemnification:**

- a. You acknowledge that the courses and training provided by U-Can and/or its Partners are for information purposes only.
- b. You acknowledge that we do not (nor does any trainer, mentor, consultant, team member, agent or employee who is providing a course, mentoring or other training) provide financial, legal or accounting advice. We are not authorised by the FCA or other body to do so and as such this does not form part of the contract. You further acknowledge that the opinions and comments made by trainers, consultants and mentors (whether employed or engaged by us or not) are their own and do not represent or reflect our opinions or comments. You acknowledge that any opinions or comments are followed at your own risk. You agree not to hold us responsible for any such opinions or claims. Accordingly, you agree to accept full responsibility for your purchase, participation and/or the outcome of any decision made after attending any U-Can courses or events. U-Can, its Partners and its affiliated identities, associates and any of its representatives do not accept responsibility or liability for any and all costs, expenses, losses, damages, liabilities, which may be incurred or suffered by you as a result of these decisions.
- c. You agree that any purchase decisions are not influenced by any prior relationship or dealings with U-Can, its Partners or any of its officers, directors, employees or representatives. Should you enter into a contractual relationship with a Partner at/or subsequent to the event, you do so at your own risk, and acknowledge that U-Can has neither responsibility for, nor liability with regards to, any contracts or relationships entered into between yourself and any Partners.

- d. While Partners' presentation at the event is with the consent of U-Can, they do not form U-Can's own views. U-Can assumes no responsibility for the accuracy or appropriateness of any information provided at the event by Partners.

**19. Downloads:**

- a. By accessing our online training programme, you agree that you no longer have the right to request a refund for this material. This item was purchased individually or as part of an online sale of training products, and thus no refund is possible upon commencing download.
- b. Under no condition can this material be shared, downloaded to more than one computer or IP address, emailed, repackaged, resold, or licensed without pre-approval in writing from the U-Can's Management team. If any of the above is breached, U-Can reserves the right to block access to any training material without possibility of refund.

**20. General Provisions**

English Law governs this Agreement and the parties submit to the non-exclusive jurisdiction of the English courts.