



# ATHLETIC PERFORMANCE EDUCATION COMPANY

## Terms and Conditions

### Introduction

You must be 16 years old or older to access, purchase from, or otherwise use any services listed by Athletic Performances Education Company.

Athletic Performances Education Company courses provides sports training, wellness, physical training, fitness, nutrition, sports education and other related information, applications, and content. It is intended only to assist users in their personal training, wellness, physical fitness, nutrition and sports efforts. Athletic Performances Education Company is not a medical organisation and cannot – and does not – give you medical advice or a medical diagnosis. Nothing contained within Athletic Performances Education Company courses should be construed as medical advice or a medical diagnosis. Any information and reports generated by Athletic Performances Education Company should not be interpreted as a substitute for physician consultation, evaluation, treatment, or good sense and personal judgment about one's own condition.

The risk of injury from participation in a fitness regimen and/or from the performance of any exercise is significant, including the potential for catastrophic injury or death. You should and must consult a medical professional before undertaking any fitness regimen or exercise program, including any exercises or techniques set forth or described on Athletic Performances Education Company courses. Any text, pictures, and description set forth in within Athletic Performances Education Company courses is for educational purposes only (e.g., the information illustrates and explains various fitness-related and exercise techniques). You agree, that you will not undertake or perform any exercise or technique described on an Athletic Performances Education Company courses unless you consult with and are cleared by a medical doctor in relation to such participation.

Athletic Performances Education Company courses contains copyrighted material, trademarks and other proprietary information which may include text, software, photos, video, graphics, music and sound. The entire contents of the courses are copyrighted by Athletic Performances Education Company courses and are subject to international copyright laws. Athletic Performances Education Company courses owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law or expressly allowed herein, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of Athletic Performances Education Company. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made.

[WWW.APECCOURSES.COM](http://WWW.APECCOURSES.COM)



## ATHLETIC PERFORMANCE EDUCATION COMPANY

You acknowledge that you do not acquire any such ownership rights by downloading copyrighted material from Athletic Performances Education Company courses or Online Academy without Athletic Performances Education Company prior written permission. You agree not to display or use in any manner any trademarks or content found on the course.

You are aware of the risks associated with exercise and fitness training. You are in good health and have no medical condition that would make it dangerous for you to complete the vigorous physical activities that will be part of the course.

You understand that all instructional material furnished during this program are protected by various international copyrights owned by Athletic Performance Education Company, and that instructional material is furnished to you for your personal use only. You understand that it is illegal to copy, reproduce, or distribute this instructional material, whether in whole or in part, or to prepare derivative works based on the instructional material.

You understand that there may be video footage and/or photos taken during the course which are to be used by Athletic Performance Education Company for promotional reasons only.

You understand that by accepting the terms and conditions laid out by Athletic Performance Education Company you are acknowledging that you have read and understand the aforementioned statements above and allow pictures of the course sessions to be taken throughout the course.

Athletic Performance Education Company takes your privacy issues seriously. Please contact us directly for our Privacy Policy which also governs your use of the Services, including information collection and information uses.

### 1. Payment Terms

In order to secure your course, you must pay Athletic Performance Education Company (APEC) the appropriate costs in full, or subject to agreement, in timely instalments as agreed at the time of booking, with the deposit being paid before the start of the course.

Failure to pay in full, on time will result of removal of your course access and personal tutor. In order to resume course access you will have to make due payments on time. If at any time you are facing difficulty you must inform the accounts department at [accounts@apeccourses.com](mailto:accounts@apeccourses.com) so we can help you. APEC the right to change our prices without notice.

### 2. Responsibility of Learner

If a Distance Learning candidate becomes unresponsive, uncooperative and / or fails to communicate and submit assignments in a timely manner, APEC is not responsible for chasing such candidates. Adult candidates must take responsibility for their own learning. The role of the APEC tutor is to facilitate and support the learning.

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### 3. Refunds / Cancellations

#### 3.1 If a learner decides they do not want to continue:

- Strict non-refundable policy on all payment thus far. If on payment plan please see section 13 for more information.
- If a candidate has accessed/used our online service provided by APEC, it disqualifies the candidate from claiming a refund under the DSR.
- We reserve the right to apply special consideration on a case-by-case basis in our sole discretion.

#### 3.2 Cancellation by APEC due to non-payment will result in the following:

- access to online platform will be revoked.
- see Section 13 for more information

### 4. Delay or Failure to Perform by APEC

We shall not be liable to you if we are prevented or delayed in the performing of any of our obligations to you if this is due to any cause beyond our reasonable control including (without limitation):

- an act of God, explosion, flood, fire or accident;
- any form of natural disaster or pandemic;
- war or civil disturbance;
- strike, riots, industrial action or stoppages of work;
- any form of government intervention;
- a third party act (including Awarding Organisation) or omission;
- failure by you to give us a correct contact details and / or delivery address or notify us of any change of address or other relevant contact details.

### 5. Our promise to you

APEC shall ensure that all services you order from us are in accordance with these terms and conditions and shall be performed by us with all reasonable skill, care and utmost professionalism.

Where an element of your course is not provided as stated in the course instructions you must notify us within 7 days of the alleged breach. We shall then investigate the matter.

#### 5.1 Online Course Service Level Agreement

Your course tutor will be assigned after payment and enrolment and will remain available to you by email, APEC's online learning systems and by phone via scheduled appointments between 9am-5pm Monday-Friday (except for public and bank holidays). Assignment / observations / questions will be assessed or responded to, within 5-10 working days depending on the tutor's availability. Please note this may take longer during the holiday season or busy periods. Your tutor will keep you informed of expected timelines in the rare event feedback cannot be sent within stated timeframe.

You will be provided with course study materials (adapted for special needs if required), assignment templates, portfolio documents and any other resources we deem necessary for you to complete your course. These are also regulated by the Awarding Organisations and may be changed, amended or removed without notice, if we are required to do so by any regulatory authority.

You are responsible for your own learning. While your course tutor and APEC staff will always do our utmost to support, guide and facilitate your learning journey, we are not responsible for chasing you for work, or liable if you do not submit your assignments within your course deadline.

If you are having difficulty with any aspect of your course you must contact your personal tutor or [info@apeccourses.com](mailto:info@apeccourses.com) immediately so we can help resolve the problem and provide you with support.

### 6. Limitations of Liability

We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for:

- any losses which are not foreseeable by both you and us when the Contract is formed arising in connection with the supply of the services or their use by you;
- any losses which are not caused by any breach by us;
- business or trade losses.

Our entire liability in connection with training and auditing services will not exceed the purchase price of the services booked, less any amendment or service charges incurred by us.

### 7. Behaviour

If your behaviour is deemed to be unacceptable or causes damage of any kind to APEC's staff or property, or any third party's or public person(s) or property, your course access may be terminated. Your application form, coursework, relevant data and contact details will be retained pending further enquiry and subject to legal and awarding body requirements. No whole or part refunds will be made under these circumstances.

### 8. Your responsibilities

As adult learners we expect you to take control and responsibility for your learning in the following ways:

- Pay agreed payments and fees on time in the terms agreed at the time of booking.
- Complete assignments within agreed timescales. Where this will not be possible, discuss your options with your tutor.
- Always stay in contact and be responsive and cooperative with your course tutor (and APEC admin staff) whose role is to facilitate your learning.
- Unless specifically stated otherwise, we expect all candidates to have English, Literacy, Numeracy and ICT skills at Level 3 or above in order to complete the required assignments to the correct standard. This is part of the Learner Registration Form.
- You will only submit work that is your own work and wherever you have used other materials, graphics, quotations or information from any source, it will be clearly referenced using the Harvard referencing system (guidance will be provided). Failure to do so may result in action as per the Ethics and Disciplinary policies (available on our website and upon request).

### 9. Results/Certification

Paper-based/practical-based exams, where marked by an external awarding body, will have results available in 15 working days of sitting the exam.

There may be a further delay in exam results and/or certification by the awarding body, for which APEC cannot and will not be held responsible. APEC will not be liable for any kind of loss incurred by you in this case.

### 10. Your personal information

We may need to share your personal data with third party organisations (e.g. awarding bodies, government bodies, employers for placements where applicable) for the purpose of delivering your training, results and certification and other services we may offer from time to time.

We shall only store and use the information you supply to us, or which is supplied to us, for the purposes of carrying out our contract with you and to inform you of other services and offers which we make available from time to time.

### 11. Governing Law and Jurisdiction

This contract is subject to English/EU law and the exclusive jurisdiction of the English/EU Courts. These Terms and Conditions do not affect your statutory rights.

### 12. Data Protection Declaration

Under the terms of the General Data Protection Regulations 2018, the personal information supplied by you will be treated in confidence but may be used intentionally for other purposes related to the delivery of your qualification, registration and certification, or if required by Law or Awarding Organisations or other regulatory authorities. Please see our GDPR policy available upon request for further details.

### 13. Payment Plans

**Monthly Payment Plans:** By purchasing a Monthly Payment Plan you agree to an initial and recurring monthly fee at the then current monthly rate, and you accept responsibility for all recurring charges until your plan ends.

**Automatic Monthly Renewal Terms:** Once you process initial payment, Athletic Performance Education Company will automatically process the next renewal the following month on the same day of initial purchase. Athletic Performance Education Company will continue to charge your credit card until the plan has expired.

The payment plan is not a subscription and cannot be cancelled, paused or altered at any point. By using this Recurring Payment Plans service, you are availing yourself of the services and information and content offered through Athletic Performance Education Company courses. You agree to be bound by this Terms of Service in effect at the time of each purchase of the Recurring Payment Plan.

Athletic Performance Education Company uses Stripe as a 3rd party provider to manage all Recurring Payment Plans.



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At no time does Athletic Performance Education Company store your payment details on Hosting Servers or Computers owned or operated by Athletic Performance Education Company. By signing up to an Athletic Performance Education Company Recurring Payment plan, you agree to allow Athletic Performance Education Company to charge your credit card on the agreed date each month for the duration of your payment plan. All payments will be taken via Stripe.com

When signing up to Athletic Performance Education Company Recurring Payment Plans, you agree to make all payments in full for the duration of your payment plan. You also agree that failure to meet the agreed payments could result in expulsion of your place on the diploma programme and may affect your credit rating

You will receive course certificate once last payment of the plan has been successfully processed. If Athletic Performance Education Company does not receive payment from your credit card provider or if your credit card is rejected, you may be required to provide a second valid credit card before continuing to use the services provided. You authorize Athletic Performance Education Company to charge outstanding fees and other amounts due against provided credit card. Athletic Performance Education Company reserve the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies.

An additional decline fee can be applied to your account if this is an reoccurring issue without any notice to the accounts department.

If your account is more than 90 days past due, and is forwarded to a collections agency, you will additionally be liable for any recovery costs. You are responsible for informing us of any known credit card issues such as lost card. If payment continues to decline your access to the online content will be revoked and you will not qualify to obtain the certification/diploma. Each case will be reviewed on an individual basis and if cancelling of the program is the only option this will result in a charge of 50% of the balance remaining.

All payments are non-refundable

#### 14. Learner Declaration

I declare that all information provided in the Learner Registration Form (and at the time of registration) is correct and all relevant information has been fully disclosed. By signing this document (electronically or in person) I fully agree to Athletic Performance Education Company's T&C's.

For any further information related to the Athletic Performance Education Company's Recurring Payment Plans T&C's please contact our accounts department on [accounts@apeccourses.com](mailto:accounts@apeccourses.com)

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