

## Terms and Conditions

The Power Within & Development Ltd (Known as The Power Within) operates this website.

**Pre-Condition To Use:** Do not use this website unless you have read these terms and accept that they will govern your right to use and access our website and all the documents, links and information on it. Suppose you choose to use The Power Within website and download documents. In that case, The Power Within will regard that use as conclusive evidence of your Agreement and acceptance that these terms govern you and The Power Within' rights and obligations to each other.

**Amendment of Terms:** The Power Within Training reserves the right to change these terms and conditions of use at any time, and those changes shall take effect in respect of all subsequent services by you of the website. We will inform you of any changes. However, you should check these terms every time before you use the website and only if you accept these terms should you proceed to access and use the website.

**Limitation On Liability:** It is an essential pre-condition to you using The Power Within website that you agree and accept that The Power Within is not legally responsible for any loss or damage you might suffer related to your use of the site, whether from errors or omissions in our documents or information or any other use of the website. In short, your use of the site is at your own risk.

**Express Disclaimers:** To the fullest extent permitted by law, The Power Within disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. The Power Within from guarantees that the documents will be free of errors, that defects will be corrected, or that the The Power Within website or its server is free of viruses or other harmful components. The Power Within does not warrant or make any representations regarding the use or the result of any document, link or information on its website or their correctness, suitability, accuracy, reliability, or otherwise. It is your sole responsibility and not the responsibility of The Power Within to bear any entire costs of servicing, repairs, or correction. Applicable law may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you.

**Your Privacy:** The Power Within respects the privacy and confidentiality of the information provided by you and adheres to the General Data Protection Regulation (GDPR). Please read our Privacy Policy carefully. You may change your details anytime by accessing your information through your password. All information The Power Within receives from its customers is protected by The Power Within' secure server. The Power Within secure server software encrypts all customer information before sending it to us. Furthermore, all the customer data The Power Within collects is secured against unauthorised use or access. We do not store credit card or payment information on our servers.

**Third Parties Can Not Use Your Information:** The Power Within does not sell or deal in personal or customer information. The Power Within may, however, use in a general sense without any reference to your name or information to create marketing statistics, identify user demands and assist it in meeting customer needs. The Power Within may use the information you explicitly agree to and provide to improve its website and services.

**The Power Within May Disclose:** The Power Within may disclose information in good faith and where The Power Within is required to do so:-

- (i) by law or by any court.
- (ii) to enforce the terms of any of our customer agreements.
- (iii) to protect the rights, property or safety of The Power Within, its customers or third parties; or
- (iv) to banks or financial institutions to prevent fraud and as proof of any transaction.

**Jurisdiction:** This Agreement and this website are subject to the laws of the United Kingdom. If there is a dispute between you and The Power Within those results in litigation, then you submit to the jurisdiction of the courts of the United Kingdom.

**Exclusion of Competitors:** If you are in the business of creating documents to provide them for a fee to users, whether they be business users or domestic users, then you are a competitor. The Power Within expressly excludes and does not permit you to use or access its website, download any documents or information from it, or obtain any such documents or information through a third party. If you breach this term, The Power Within will hold you fully responsible for any loss it might sustain and hold you accountable for all profits you make from such non-permitted and improper use. The Power Within reserves the right to exclude and not permit any person to use its website or any of the documents and information on it.

**Copyright And Restriction of Use (where no licence agreement exists):** Unless you have a specific licence agreement, you are only permitted as a customer of The Power Within to use its website to conduct your business. You are not allowed to reproduce the documents, information, or materials on the website for sale or use by any third party. You are not permitted to republish, upload, transmit electronically or otherwise or distribute any of the documents that are on its website. The Power Within expressly reserves all copyright in its website and all documents and information on its website.

**Trademarks and Restriction of Use (where no licence agreement exists):** Unless you have a specific licence agreement, you are not permitted to use trademarks, tradenames, graphics or designs on the website. If you breach The Power Within trademarks, then The Power Within reserve the right to take action against you.

**Whole Agreement:** These terms and conditions represent the Agreement between you and The Power Within concerning your use and access to The Power Within website and your use and access to the documents and information on it.

No other term is to be included in this Agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are as a result of this expressly excluded.

**Exclusion of Unenforceable Terms:** Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any Country or Territory, then such a clause shall not apply in that Country or Territory and shall be deemed never to have been included in these terms and conditions in that Country or Territory. Such a clause, if legal and enforceable in any other Country or Territory, shall continue to be fully enforceable and part of this Agreement in those other Countries and Territories. The excision of any term according to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

### **Subscription Terms and Conditions**

The Power Within Limited's standard Terms & Conditions (above) apply to Subscription Users, and the following terms and conditions are additional.

**Subscription Contract:** A Subscription Contract is formed once you agree to these terms and conditions and The Power Within Limited receives your first payment. All Subscription Contracts run for a minimum of 12 months and continue until you request a cancellation.

**Pricing:** All subscription prices are shown in British Pounds (GBP). Subscription payments must be received in British Pounds. We reserve the right to amend our subscription prices from time to time.

**Payment:** Payment for any of our coaching programme is made in advance of coaching commencement

**Cancellation:** No refund will be offered if you enter into a THE POWER WITHIN subscription and choose to cancel the coaching subscription before your coaching plan expires.

Any requests for cancellation or account enquiries should be sent to [contact@tpwtd.com](mailto:contact@tpwtd.com)

**Fair Use Policy:** Each Subscription account is a single-user licence and is valid for use only by the named user; you are not permitted to transfer or resell the account to any other person or company.