



Terms and Conditions

Last updated: 1st May, 2020

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalised have meanings defined under the following conditions:

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to King's Elite Goaltending, 1 Libertas Drive.
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **Country** refers to United Kingdom.
- **Device** means any device that can access the Service such as a computer, a mobile phone or a digital tablet.
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **Goods** refer to the items offered for sale on the Service.
- **Orders** mean a request by You to purchase Goods from Us.
- **Service** refers to all benefits offered by the Academy.
- **Subscriptions** refer to the services or access to the Service offered on a subscription basis by the Company to You.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to King's Elite Goaltending, accessible from www.kingselitegoaltending.com
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgement

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

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You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service without prior consent from a parent or guardian.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy and Code of Conduct of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Service Agreement

All Services will be provided by the Head Goalie Coach, however, there may be times when he is unavailable, for example, due to National Team commitments. In this situation, Services will be fulfilled by a Lead Coach and reasonable notice will be provided.

Membership Fees

You may join the Academy at any time, however, any new memberships received after the 5th of each calendar month will not begin to receive any Services until the following month. This is to ensure that You benefit from a full month's Service from your first payment.

The membership fee is payable annually. Your membership will run for 12 consecutive months from Your first month of mentorship.

Webinars

Monthly Webinars will take place at a time arranged by the Head Goalie Coach and you will be notified of the time on a month by month basis. Recordings of each Webinar will be made available afterwards.

On-Demand Support

All emails for on-demand support will be responded to in the following timeframe:

- Gold Members within 3 days
- Silver Members within 5 days
- Bronze Members within 7 days

Video Analysis

Monthly video analysis clips must be provided by 20th of each calendar month and must be no longer than 5 minutes in length. The video can be on-ice or off-ice activities and the analysis will be provided in the form of a written report or video by email.

One additional 1:1 call for further feedback on the video analysis can be booked if required. Please contact us by email to arrange.

Use of the Facebook Group

Members and their parents/guardians are invited to use the private Facebook group for peer-to-peer support and discussion. Any children under the age of 13 are not permitted to join the group in accordance with Facebook's own Terms and Conditions, however, parents may join on their behalf. Members under the age of 16 must also have parent present in the group.

Placing Orders for Goods

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By placing an Order for Goods through the Website, You warrant that You are legally capable of entering into binding contracts.

Your Information

If You wish to place an Order for Goods available on the Website, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Goods availability
- Errors in the description or prices for Goods
- Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorised or illegal transaction is suspected.

Your Order Cancellation Rights

Any Goods you purchase can only be returned in accordance with these Terms and Conditions.

Your right to cancel an Order only applies to Goods that are returned in the same condition as You received them. You should also include all of the products instructions, documents and wrappings. Goods that are damaged or not in the same condition as You received them or which are worn simply beyond opening the original packaging will not be refunded. You should therefore take reasonable care of the purchased Goods while they are in Your possession.

We will reimburse You no later than 14 days from the day on which We receive the returned Goods. We will use the same means of payment as You used for the Order, and You will not incur any fees for such reimbursement.

You will not have any right to cancel an Order for the supply of any of the following Goods:

- The supply of Goods made to Your specifications or clearly personalised.
- The supply of Goods which according to their nature are not suitable to be returned, deteriorate rapidly or where the date of expiry is over.
- The supply of Goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.
- The supply of Goods which are, after delivery, according to their nature, inseparably mixed with other items.
- The supply of digital content which is not supplied on a tangible medium if the performance has begun with Your prior express consent and You have acknowledged Your loss of cancellation right.

Availability, Errors and Inaccuracies

We are constantly updating Our offerings of Goods on the Website. The Goods available on Our Website may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Goods on the Website and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

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Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

Payments

All Goods purchased are subject to a one-time payment. Payment can be made through various payment methods we have available, such as Visa, MasterCard or online payment methods (PayPal, for example).

Payment cards (credit cards or debit cards) are subject to validation checks and authorisation by Your card issuer. If we do not receive the required authorisation, We will not be liable for any delay or non-delivery of Your Order.

Subscriptions

Subscription period

The Service is available only with a paid Subscription. You will be billed in advance on a monthly basis.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

Subscription cancellations

You may cancel Your Subscription renewal by contacting the Company.

You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

Billing

You shall provide the Company with accurate and complete billing information including full name, address, postcode, telephone number, and a valid payment method information.

You are required to make payment monthly by Standing Order. All payments must be received by the 5th day of each calendar month in order to continue accessing the Service. Late payment will result in Your access to the Service being suspended until such time that full payment has been received by the Company for the billing period.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees and the Annual Membership fee are non-refundable.

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Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

User Information

When You subscribe to Our Service, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your subscription on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorised use of Your account.

When accessing Webinars, 1:1 calls or other Third Party Social Media, You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene.

Content

Your Right to Post Content

Our Service allows You to post Content to the private Facebook group. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Content Restrictions

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libellous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorised or unsolicited advertising, chain letters, any other form of unauthorised solicitation, or any form of lottery or gambling.

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- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorised access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with these Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content.

As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Copyright Policy

Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorised on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email at admin@kingselitegoaltending.com and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and legal fees) for misrepresenting that any Content is infringing Your copyright.

Intellectual Property

You agree to keep the content of King's Elite Goaltending Academy confidential and not to copy or use any aspect of the Academy directly or indirectly. You also agree not to directly or indirectly manage, operate or assist in the organisation of any business which competes with King's Elite Goaltending Academy whilst You are a member and for a period of two years afterwards.

The Service is protected by copyright and other laws of both the Country and foreign countries.

Our intellectual property and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.

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Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, please contact us by email.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, loss of data or other information, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

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Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: admin@kingselitegoaltending.com
- By visiting this page on our website: <https://www.kingselitegoaltending.com/contact>