

THE TERMS AND CONDITIONS OF CONTRACT

BETWEEN

Freedom Formula LTD AND ITS CLIENTS

Freedom Formula LTD is a Limited company registered in England under company number: 11685331 with registered office at 61 Princes Reach Ashton-On-Ribble Preston PR2 2GB United Kingdom. The 'University' provides on going Entrepreneurial and Business training, Coaching and group support to Members ('the Member'/'you'/'your').

DISCLOSURE AND ACKNOWLEDGEMENT

This is a legally binding agreement between the undersigned, ("you", "your" and "yours"), the signatory, and Gordon Burke T/A Freedom Formula Ltd ("us", "our", "ours"). "you" means the customer signing this agreement as well as those in privity with you, such as your guest, family members or beneficiaries.

YOUR OBLIGATION TO MAKE PAYMENT

If you pay by credit card, your card will be processed when you sign this agreement. We will process your card payment as early as the first business day after the date of your purchase. You agree that we may initiate credit/debit entries to your account. Your authorisation is effective until you notify us in writing otherwise. You agree to pay any unpaid balance on your account within fifteen (15) days of signing this agreement, unless other arrangements have been made and included in this agreement. If you fail to pay your balance due within the required time frame, you may lose any discount pricing on products and services purchased under this agreement. You will, however, have an in-house credit to be used within sixty (60) days of the agreement. Notwithstanding, nothing in this paragraph shall limit our right to pursue full collection on your unpaid balance. Please note that any deposit made by you at the time of signing this agreement is non-refundable outside of any cancellation right provided for herein.

TERM OF MEMBERSHIP

'Membership' gives the Member access to the Services of the University for the period specified on your Order Form.

Silver Membership is for a minimum period of 12 months membership.

Gold, Diamond and Platinum membership is subject to a minimum 24 months membership.

The membership of any category cannot be suspended or delayed. Any exceptional circumstances should be submitted in writing to the address below for consideration, and any decision of those exceptional circumstances will be made by Freedom Formula LTD at its sole discretion.

Membership to the University is on-going and will continue until the contract is terminated on 1 months' written notice. The membership fee for each period of 12 months will be due and payable on the anniversary of your membership each subsequent year. Payments will be required until such time that notice of cancellation is provided to the address detailed above.

MEMBERSHIP FEES

The membership fee payable is set out for you on your Order Form. All Members will need to have contracted to a payment plan upon signing the Agreement and joining as a Member of the University.

This is not a credit agreement and as such is not covered by the Consumer Credit Act 1974. The 'Membership Fee' is the total amount payable by the Member over the selected period for the selected service as set out on the Order Form. Should you choose to pay your annual Membership in 1 annual payment on the date of joining, a discount will be applied as indicated on the Order Form.

You have 12 Months (Silver) and 24 months (Gold, Diamond, Platinum) from the date you sign this agreement to fulfil your training courses for all delivery formats.

In the event you cancel any Business Coaching with less than twenty (20) working days' notice to us, we reserve the right to charge you five hundred pounds (£500.00) cancellation fee. If you cancel or reschedule a Business Coaching with less than twenty (20) working days under the coaching programme once a coach has already been assigned to you, we may also charge you for any actual expenses incurred by us or the assigned coach, such as you or your assigned coaches lodging and/or travel arrangements in addition to our right to charge the five hundred pounds (£500.00) cancellation fee.

CONTINUOUS PAYMENT / PAYMENT PLAN

Your agreement to purchase a subscription product or payment plan, gives us the right to deduct the agreed amount on the 1st of each calendar month from the card details as detailed on the front of this contract, until you withdraw the permission, or the payment plan is paid in full.

Failure to make the required payment(s) may void your purchase and any monies paid subject to the company refund policy as detailed in these terms and conditions.

Notice of The Right To Cancel:

You may cancel this agreement at any time prior to midnight of the Seventh (7th) calendar day after the date of this agreement (Europe 14th Calendar Day).

Note: For all countries, the legal minimum required cancellation period will apply. If you cancel, any property traded in, payments made by you pursuant to this agreement will be returned following receipt by the company of your notice of cancellation, in writing, sent to the address on this agreement within the agreed cancellation period, subject to all security seals on products, if supplied, remain unbroken. Please note that you will be responsible for any portion of the goods and/or services supplied to you prior to your cancellation. Note further that any related credit agreement for purchases made here under will automatically be cancelled upon receipt of your intent to cancel this agreement. Registrations cancelled within the legally required minimum right to cancel period will receive a full refund minus £200.00, or exchange rate equivalent per country to cover administration and credit card fees.

All Gordon Burke T/A Freedom Formula Ltd agreed refund payments will be processed within 28 days of receipt of confirmation of cancellation. We do not accept 3rd Party cancellations.

ALL PHYSICAL PRODUCTS SUPPLIED ARE PART OF THE PURCHASE AND ARE SECURITY SEALED. REMOVAL/BREAKING OF THE SEAL INVALIDATES ANY REFUND REQUEST.

In order to exercise your right to cancel hereunder, please notify us of your intent to cancel this agreement at the address stated on this agreement. Please note that your notice will be deemed effective the date it is received, or in the case of electronic communications, the date it is sent from you to us.

FINANCIAL INVESTING INVOLVES RISKS

Financial instruments and securities, including stocks, options, spread betting and futures trading, have large potential rewards, but also large potential risks. You must be aware of the risks and be willing to accept them in order to invest in financial instruments, including stocks, options and futures. This agreement nor the products offered, constitute a solicitation or an offer to buy or sell stocks or options. No representation is being made that any account or trades mentioned in our presentations or training material will or is likely to achieve profits or losses similar to those shown or are appropriate for your personal account and are not to be taken as a recommendation to purchase or sell any particular security or financial instrument. All stocks and options trading may not be suitable for all investors.

Our coaches will not give one on one financial or legal advice. The coaches will outline a number of strategic options, but it is up to the client which option is taken. If required, we can introduce you to independent financial advisors and legal specialists who are fully qualified to the same. Gordon Burke T/A Freedom Formula Ltd is not a financial advisor it is an education business. You agree not to hold Gordon Burke T/A Freedom Formula Ltd or any of its partners and/or subsidiaries liable for any losses that may occur in your investing ventures. You agree to only use the information and materials received for your personal investing. The information you will receive is copyrighted and Gordon Gordon Burke T/A Freedom Formula Ltd will prosecute anyone breaching this copyright. Sharing information received as a part of this programme is strictly prohibited by the copyright holder.

Gordon Burke T/A Freedom Formula Ltd PROVIDED MATERIALS

1. All books, tapes, training manuals and other electronic and printed materials are protected by copyright laws and international treaty provisions.
2. We hereby grant you a non-exclusive, non-transferable license to use any manuals and materials owned by or licensed to us and provided as part of the agreement. You may not sell, transfer, copy, donate or otherwise distribute such Company materials to third parties or use these materials for commercial purposes.

WE ARE NOT RESPONSIBLE FOR CLAIMS BY THIRD PARTIES

You may be exposed at our trainings to products or services, including investments, networking clubs and other services offered by independent third parties who are not affiliated with us. We do not endorse any such non-Gordon Burke T/A Freedom Formula Ltd ventures, services, or products and expressly disclaim any and all liability for any warranties, including implied warranties, or other promises or representations made by third party providers. You are not entitled to rely on any statements made by a third party that purport to assert our sponsorship, approval or endorsement of that third party or of opportunities offered by that third party. Your decision to participate in offerings made by an independent third party is solely between you and such third party and is made at your own risk. You hereby expressly agree to release and hold us, our parent entity, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, licensees, successors, and assigns harmless with respect to any claims, actions, causes of action, damages, expenses, court costs, attorney fees, liability damage or judgement resulting from your participation in such third-party offerings. You further acknowledge and agree that you are not and will not rely on statements about us or our offerings that are made by any party that are contrary to the statements made by us in the agreement signed by you with us. You may be introduced to third party service providers we accept no responsibility for loss or damage or otherwise that may result. Any additional services that you may use as a result of introductions by any of the Gordon Burke T/A Freedom Formula Ltd team are accepted by you as your sole responsibility and using their services is at your choice, jurisdiction and risk.

JURISDICTION / VENUE

Any and all claims arising from or in connection with this agreement must be brought in the appropriate legal forum in the United Kingdom, and you hereby expressly waive any venue privileges which may be asserted in connection with this agreement. In any litigation arising out of this agreement the prevailing party shall be entitled to recover reasonable solicitors' fees and costs.

ADDITIONAL DISCLOSURES

1. Changes: dates, locations and Coaches may be subject to change.
2. You hereby acknowledge that you are purchasing training and/or materials only. You are not purchasing a franchise, security, dealership, business, business opportunity, affiliation, association, or seller-assisted marketing plan. No additional support training, or act on our part is expressly promised or implied, except as appears in the agreement. **YOU ACKNOWLEDGE AND AGREE THAT NO REPRESENTATIONS OR STATEMENTS OF ACTUAL, AVERAGE, PROJECTED OR FORECASTED SALES, PROFITS OR EARNINGS HAVE BEEN MADE WITH RESPECT TO THE TRAINING CONTEMPLATED BY THE AGREEMENT, THAT THE TECHNIQUES AND METHODS TAUGHT INVOLVE RISKS THAT MAY EVOLVE AND CHANGE OVER TIME AND THAT YOUR SUCCESS IS LARGELY DEPENDANT UPON YOUR BUSINESS ABILITIES AND EFFORTS. YOU FURTHER UNDERSTAND AND AGREE THAT WE ARE NOT ENGAGED IN RENDERING LEGAL, VAT, FINANCIAL, ACCOUNTING, OR OTHER PROFESSIONAL OPINIONS OR ADVICE. IF LEGAL ADVICE OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICE OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.** You agree to hold us and our representatives harmless from any and all liabilities, demands, claims, actions or suits that may be asserted against you by third parties by reason of your use of any information presented in our seminars and products.

3. The strategies and techniques taught cannot be adequately covered if there are unnecessary interruptions. We retain the right to refuse admittance at any training or coaching programme to any customer who is disruptive to the normal flow of training. Disruptions may include, but are not limited to disturbances, harassing behaviour, or soliciting other attendees of the training. If denied admittance, you agree to accept any home study course and training materials which will constitute the complete fulfilment of the terms of the agreement.

4. Force Majeure: We are not responsible for any failure to perform due to unforeseen circumstances or to causes beyond our reasonable control, including but not limited to, acts of God, war, riot, embargoes, civil or military acts, terrorism, fire, flood, earthquake, hurricanes, tropical storms, tornadoes, other natural disasters, strikes, transportation shortages, fuel shortages, energy shortages, labour shortages, material shortages, telecommunications failures, hacking, SPAM, computer failure, server failure, or other failure for so long as such event continues to delay our performance. If any force majeure event occurs, we will use commercially reasonable efforts to minimise the impact of the event.

5. All taping, copying, recording, distribution, reproduction, transmitting or reselling of any portion in part or in whole of our seminars, workshops, products, or brochures is prohibited without our prior written authorisation.

6. The educational training programme provided hereunder is not designed or intended to qualify you for employment. Our curriculum is vocational in nature and is intended for the purpose of the accumulation of wealth by, and the personal enrichment, development and enjoyment of, our customers.

DATA PROTECTION AND HOW WE USE YOUR INFORMATION

Any information you give us is stored securely using compliant encryption methods. Your personal information will be used in accordance to UK Date Protection Laws. Our systems, policies and procedures are robust and compliant with the strictest Data Protection requirements and therefore are compliant with many countries and economic areas including UK and GDPR. You agree that Gordon Burke T/A Freedom Formula Ltd can contact you regarding your purchase and send you communication relating to products or services that fall under the scope of the purchase. We may send occasional offers from Gordon Burke T/A Freedom Formula Ltd, or companies within the Gordon Burke T/A Freedom Formula Ltd Group.

WE DO NOT ASSUME YOUR PERMISSION TO ALLOW THE TRANSFER OF YOUR DETAILS TO THIRD PARTY COMPANY'S therefore we do not sell or give your information to any third party groups unless you have given us your expressed permission.

We will not transfer your information to any other country unless that country at least meets the strict rules of compliance of the country where you purchased your product and signed this contract. Our Privacy Policy can be viewed in full at www.gordon-burke.com

You can ask for a review of your information records by emailing GDPR@gordon-burke.com

Giving permission to use your data in accordance with our Privacy Policy allows us to use your data in accordance with the policy described at www.gordon-burke.com, you may change permissions at any time by emailing GDPR@gordon-burke.com

LIMITATION OF OUR LIABILITY TO YOU

All implied warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. We shall not be liable for any incidental or consequential damages. Our liability under the agreement is limited to the price paid by you for the products or services that are the subject of a dispute or controversy in no event shall we be liable for any loss of profits or any other commercial damage, including but not limited to special, indirect, exemplary, incidental, consequential, punitive or other damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. This limited paragraph gives you specific legal rights and you may have other rights which vary from jurisdiction to jurisdiction.

DISCLAIMER

Gordon Burke T/A Freedom Formula Ltd endeavours to provide the utmost quality of training both with our coaching and seminar packages however we cannot guarantee the successful outcomes. Results can vary largely dependent on the circumstances surrounding individual clients, therefore we cannot offer any form of guarantee.

MISCELLANEOUS

1. Severability. If any provision in the agreement is found to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
2. The agreement supersedes any and all other agreements, either oral or in writing between you and us with respect to your purchase of products and services noted in the agreement and contain all of the covenants and agreements which pertain to such purchase. You hereby acknowledge that no representations, inducements, promises, or agreements, orally or otherwise have been made by us, or anyone acting on behalf of us, which are not embodied herein, and that no other agreement statement, or promise not contained in the agreement shall be valid or binding on us, except for any other written agreement dated concurrent with or after the agreement which supersede the terms herein.

INQUIRY / COMPLAINTS PROCEDURES

Only the person signing this agreement may contact us with questions regarding the agreement, including but not limited to billing inquiries, rights of cancellations, questions about study materials, status of shipment, scheduling, or any other grievances you may have. Normal operation hours are Monday – Thursday, 10am – 4pm and Friday 10pm – 3pm. Gordon Burke T/A Freedom Formula Ltd address is 61 Princes Reach, Preston, Lancashire PR2 2GB, United Kingdom. We can be reached by telephone at 0333 577 2599 or Email: go@gordon-burke.com. Any complaints must be sent in writing, by email or posted as above, all will be replied to within 48 hours of receipt at our office, excluding timings of holidays and weekends.