

E-commerce terms and conditions

These terms and conditions are the contract between you and [\[The Secret Step Training Program\]](#) “we”). By visiting or using Our Website, you agree to be bound by them.

They are based on a set written by Secret Step Training and released under licence. They protect your rights as well as ours.

We [\[The Secret Step Training\]](#), [\[based in the United Kingdom, our address is 51 Gladstone Avenue London E12 6NR\]](#)

You are: Anyone who uses Our Website.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website immediately.

The terms and conditions:

1. Definitions

In this agreement:

- | | |
|---------------|--|
| “Carrier” | means any person or business contracted by us to carry Goods from us to you. |
| “Consumer” | means any individual who, in connection with this agreement, is acting for a purpose which is outside his business. |
| “Content” | means any content in any form published on Our Website by us or any third party with our consent. |
| “Service” | means any of the service we offer for sale on Our Website, or, if the context requires, service we sell to you. |
| “Our Website” | means any website of ours, and includes all web pages controlled by us. |
| "Post" | means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly. |

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation.
- 2.2. these terms and conditions apply to all supplies of Goods and service by us to any customer. They prevail over any terms proposed by you.
- 2.3. any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 2.4. [\[except where stated otherwise\]](#), any obligation of any person arising from this agreement may be performed by any other person;
- 2.5. in this agreement references to a party include references to a person to whom those rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that party.
- 2.6. the headings to the paragraphs and schedules (if any) to this agreement do not affect the interpretation;
- 2.7. a reference to an act or regulation includes new law of substantially the same intent as that act or regulation.
- 2.8. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party, [\[such cost stated on the website\]](#).
- 2.9. these terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods or service and so far as the context allows, to you as a visitor to Our Website.
- 2.10. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Our contract with you

- 3.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.
- 3.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information or document or other term not forming part of this agreement.
- 3.3. If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 3.4. [\[Because we rely on our service, we](#) do not guarantee that Goods or service advertised on Our Website from the third party are available. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods or service.
- 3.5. The price of Goods and service may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy those Goods and service.
- 3.6. If in future, you buy Goods and service from us under any arrangement which does not involve your payment via Our Website; these terms still apply so far as they can be applied.
- 3.7. We do not sell the Goods and service in all countries. We may refuse to deliver the Goods and service if you live in a country we do not serve.

4. Acceptance of your order

- 4.1. [Your order is an offer to buy from us. Nothing that we do or say will amount to any acceptance of that offer until we actually dispatch the Goods and service to you. \[At any point up until then, we may decline to supply the Goods and service to you without giving any reason\].](#)

[OR](#)

- 4.2. [Your order is an offer to buy from us. Nothing said or done by us is an acceptance of an order until we confirm acceptance in writing, referring to the order.](#)

AND

4.3. At any time before the Goods and service are despatched, we may decline to supply the Goods and service to you without giving any reason.

OR

4.4. Your order is an offer to buy from us. We shall accept your order by [e-mail confirmation]. That is when our contract is made. [Our message will also confirm details of your purchase and tell you when we shall despatch your order].

4.5. If we do not have all of the Goods and service you order in stock, we will offer you alternatives. If this happens you may:

4.5.1 accept the alternatives we offer;

4.5.2 cancel all or part of your order.

5. Price and payment

5.1. The price payable for the Goods and service that you order is clearly set out on Our Website.

OR

5.2. The Price is as set out in the order.

5.3. It is possible that the price may have increased from that posted on Our Website. If that happens, we will not despatch the Goods and service until you have confirmed that you wish to buy at the new price.

5.4. Prices may include UK value added tax ("VAT"). If you show by your delivery address that you reside outside the United Kingdom, VAT will be deducted at the payment point.

OR

5.5. Prices include UK value added tax ("VAT"). If you show by your delivery address that you reside outside the United Kingdom, we will refund to you the amount charged as VAT.

5.6. [If the service you order is available, you must pay us the full price of your order before we provide any service.]

- 5.7. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than pounds Sterling will be borne by you.
- 5.8. [\[Any information given by us in relation to exchange rates are approximate only and may vary from time to time.\]](#)
- 5.9. If, by mistake, we have under-priced Goods and service, we will not be liable to supply that those Goods and service to you at the stated price, provided that we notify you before we dispatch it to you.
- 5.10. The price of the Goods does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which will be displayed on a page of Our Website before we ask you to pay.
- 5.11. If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than [\[14\]](#) days from the date when we accept that repayment is due.

6. Security of your credit card

We take care to make Our Website safe for you to use.

- 6.1. [Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.](#)
- 6.2. [If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.](#)

7. Cancellation and refunds

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations"). Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

- 7.1. We now inform you that information relating to all aspects of our Goods and service is not in this document but in our marketing material, whether that is in the medium of Our Website or in hard copy.
- 7.2. The following rules apply to cancellation of your order:
- 7.2.1 If you have ordered Goods and service, but not received them, you may cancel your order without giving a reason, at any time within 14 days of your order. You will have no obligation and we will return your money.
 - 7.2.2 If you have ordered Goods and service, and received them, you may cancel your order at any time within 14 days of the date you received them. You must tell us that you wish to cancel. You must also send the Goods back to us within that same 14 day period.
 - 7.2.3 We will return your money subject to the following conditions:
 - 7.2.3.1 we receive the Goods in a condition in which we can re-sell them at full price, in new condition, with labels and packaging intact.
 - 7.2.3.2 you comply with our procedure for returns and refunds. We cannot return your money unless we know who sent them.
- 7.3. The option to cancel your order is not available:
- 7.3.1 if you purchase sealed goods which relate to health or hygiene, and they become unsealed after delivery, or cannot be re-sold for some other reason;
 - 7.3.2 if they are a hard medium for a product in soft copy, which comes to you sealed and is returned to us unsealed.
 - 7.3.3 If the Goods are somehow mixed with other goods so that we cannot identify or easily separate them.
- 7.4. You are responsible for the cost of returning the Goods. We have no obligation to refund to you, your cost of re-packing and returning the Goods.
- 7.5. In any of the above scenarios, we will return your money within 14 days.

8. Liability for subsequent defects

8.1. Please examine the Goods received from us immediately you receive them. If you do not tell us of any defect or problem within 30 days of receipt of the Goods, we shall assume that you have accepted them.

8.2. The procedure to return the faulty Goods is as follows:

8.2.1 the Goods must be returned to us as soon as any defect is discovered but not later than six months from receipt by you.

8.2.2 before you return the Goods to us, please carefully re-read the instructions and check that you have [\[assembled it correctly, complied with any provisions relating to the power supply, plugs and sockets / other\]](#).

8.2.3 please follow the returns procedure [\[provided on our website / set out on the reverse side of the delivery note we sent to you with the Goods / which we will send to you as soon as you notify us that you wish to return them.\]](#)

8.3. We will return your money subject to the following conditions:

8.3.1 we receive the Goods with labels and packaging intact.

8.3.2 you comply with our returns procedure. We cannot return your money unless we know who sent them.

8.3.3 you tell us clearly what is the fault you complain of, when it first became apparent, and other information to enable us to identify or reproduce it.

8.4. If any defect is found, then we shall:

8.4.1 repair or replace the Goods, or

8.4.2 refund the full cost you have paid including the cost of returning the Goods.

9. Delivery and pick up

- 1.1. Goods and service are delivered within [30] days from the day you place an order to purchase the Goods.
- 9.1. Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept the delivery.
- 9.2. If we are not able to deliver your Goods and service within [30] days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.
- 9.3. We may deliver the Goods and service in instalments if they are not all available at the same time for delivery.
- 9.4. [Goods are sent at our risk until signed for by you or by any other person at the address you have given to us.]
- 9.5. All Goods must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted the Goods may be retained by the driver. When your Goods arrive, it is important that you check immediately the condition and quantity. If your Goods have been damaged in transit, you must refuse the delivery and immediately contact us so that we may dispatch a replacement quickly and minimise your inconvenience.
- 9.6. Signing "Unchecked", "Not Checked" or similar is not acceptable.
- 9.7. [Goods are sent by post. We will send you a message by email to tell you when we have despatched your order].
- 9.8. If we agree with you to deliver on a particular day or at a particular time, we will do our best to comply. But no time given is to be treated as contractual. So we are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.
- 9.9. Some Goods may be delivered direct from the manufacturer who will contact you to arrange delivery. When delivery of the Goods has been arranged directly with the manufacturer, you will be subject to the manufacturer's delivery policy.
- 9.10. Some Goods are so large and heavy that delivery times may be slightly longer. In this case, approximate delivery dates will be given when you place your order.

9.11. Time for delivery specified on the order, if any, is an estimate only and time shall not be of the essence.

9.12. We are happy for you to pick up Goods and service from our shop/ warehouse provided you make an appointment in advance and payment has been received into our bank. [\[A cheque on arrival is not acceptable\]](#).

9.13. If you pick up Goods and service from our premises then:

9.13.1 we will not be able to assist you in loading heavy items;

9.13.2 Goods are at your risk from the moment they are picked up by you or your Carrier from our shop / warehouse; you agree that you are responsible for everything that happens after you take possession of the Goods and service, both on and off our premises, including damage to property of any sort, belonging to any person.

The international Coaching Federation ICF defines coaching as” partnering with a clients in a thought provoking and creative process that inspires them to maximizes their personal and professional potentials” though our main trainer Yaya Sillah is not a member of ICF however his training program is high standard service which is based on the criteria set by ICF. Also terms of conditions set in this document are the agreement between you and the Secret Step Training Program. Where we stated goods and service in the document it’s referring to our programs and learning materials. And we thank you in advance for having confidence in us.