



## Performance to Summit Online Consumer Services Terms and Conditions

### 1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply our services.

1.2 **Why you should read them.**

Please read these terms carefully before you request our services via the NU tickets website (<https://www.nutickets.com/>) (also referred to as an order).

These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### 2. Information about us and how to contact us

2.1 **Who we are.** We are Summit Shield Limited (trading as Performance to Summit) a

company registered in England and Wales. Our company registration number is 12617742 and our registered office is at 20 Cordelia Green, Warwick, Warwickshire, United Kingdom, CV34 6XE.

2.2 **How to contact us.** You can contact us by contacting our customer service team by writing to us at [support@performancetosummit.co.uk](mailto:support@performancetosummit.co.uk) or 20 Cordelia Green, Warwick, Warwickshire, United Kingdom, CV34 6XE or calling us on 01606 594169

2.3 **How we may contact you.** If we have to contact you we will do so by writing to you at the email address or postal address you provided to us.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. Our contract with you

3.1 **How we will accept your order.**

Our acceptance of your order will take place when we send you a confirmation message email, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.**

If we are unable to accept your order, we will inform you of this in writing and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, we have identified an error in the price or description of the services or because we are unable to meet a deadline you have specified.

3.3 **We primarily provide our services to the UK but also provide the services internationally.**

Our website is solely for the promotion of our services in the UK, unless otherwise agreed.

3.4 **Age.** You must be over the age of 18 or accompanied by an



adult to be provided with our services.

**4. DISCLAIMER**

**4.1 You must exercise your own skill and judgment when using the information provided in the services and acknowledge that we have no liability for any damage or loss howsoever caused (including damage and loss caused by (but not limited to) any errors, loss of data, inaccuracies or omissions in any information, advice, instructions, content or scripts provided to you) by your use or reliance on the services. We are not responsible or liable for any advice, or any other information or services that may be obtained through the use of our services.**

**4.2 The services do not provide professional advice and it is not a substitute for a relevant professional consultation i.e. medical advice. The services do not constitute independent professional judgment. You should not treat the services as prescriptive advice or a method**

**for self-diagnosis or training or use it as a form of treatment on its own unless directed by a qualified professional. If there is any concern, defect or uncertainty as to the content of the services or in the event that there are issues of any other kind with the services, you should contact [support@performancetosummit.co.uk](mailto:support@performancetosummit.co.uk) without delay and should not continue to use the services until such matters have been resolved.**

**5. Our rights to make changes**

**5.1 Minor changes to the service.** We may change the service:

- (a) to allow the services to be provided by pre-recorded means;
- (b) to allow the services to be provided by way of pre-loaded fitness plans with exercise examples;
- (c) to allow changes in our representatives and/or fitness instructors who are providing the services;

- (d) to reflect changes in relevant laws and regulatory requirements; and
- (e) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will be to improve customer experience or the service in general. The price for the services is not affected for minor changes. Should we need to temporarily suspend access to the services, we will always endeavour to provide notice to you in writing.

**5.2 More significant changes to the services and these terms.** In addition, as we informed you in the description of the services on our website, we may make the following changes to these terms, but if we do so we will notify you and you may then contact us to end the contract before the changes affect your order and receive a refund for any services paid for but not received:



- (a) An increase in the price of the services; or
  - (b) A reduction in the amount of health and well-being workshops and fitness classes provided.
- 5.3 **Updates to digital content** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.
6. **Providing the services**
- 6.1 **When we will provide the services.**
- (a) **One-off services:** We will begin the services once we have sent your welcome email. The estimated completion date for the services is as told to you during the order process.
  - (b) **Ongoing monthly subscription services:** if selected, we will begin the services on the 1<sup>st</sup> of the following calendar month once we have sent your welcome email, we will supply the services
- to you until you end the contract as described in clause 7 or we end the contract by written notice to you as described in clause 9.
- (c) **We are not responsible for delays outside our control.** If our supply of the services is delayed by an event outside our control i.e. video conferencing software temporarily being unavailable, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of delay up to one calendar month you may contact us to end the contract and receive a refund for any services you have paid for but not received.
- 6.2 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the services to you, for example, your fitness level, relevant injuries and illnesses and information reasonably required to provide the services to you. If so, this will have been stated in the description of the services on our website. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may end the contract (and clause 9.2 will apply). We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.3 **Reasons we may suspend the supply of our services to you.** We may have to suspend the supply of our services to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update the services to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the services as requested by you or notified by us to you (see clause 4).



6.4 **Your rights if we suspend the supply of services.** We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than two weeks we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract for services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 1 month and we will refund any sums you have paid in advance for the services in respect of the period after you end the contract.

6.5 **We may also suspend supply of the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 11.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to

tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see clause 11.6). We will not charge you for the services during the period for which they are suspended but we may choose to cancel the contract and seek payment from you. As well as suspending the services we can also charge you interest on your overdue payments (see clause 11.5).

## 7. Your rights to end the contract

7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on the services purchased, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

(a) **If what you have bought is misdescribed you may have a legal right to end the contract** (or a service re-performed or to get some or all of your money back), see clause 10;

- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;
- (c) **If you have just changed your mind about the services,** see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.1.

7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 5.2);



- (b) we have told you about an error in the price or description of the services you have purchased and you do not wish to proceed;
- (c) there is a risk that services may be significantly delayed because of events outside our control (also see clause 7.1(c));
- (d) we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one month; or
- (e) you have a legal right to end the contract because of something we have done wrong.

**7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**7.4 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of services, once these have been completed, even if the cancellation period is still running.

**7.5 How long do I have to change my mind?**

- (a) **You have bought services (for example, our online fitness classes)** You have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

**7.6 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is

completed but the payment for the minimum term of the contract i.e. one month (which will be clearly stated before you order and in your welcome email) would be payable. A contract for services is completed when we have finished providing the services and you have paid for them in advance. If you want to end the contract in these circumstances, just contact us to let us know.

**7.7** Following the minimum term of your contract as set out during the order process and the welcome email, if applicable, your contract will continue on a monthly basis unless you contact us to cancel the contract (see clause 8) by giving us one calendar month notice. We will refund any advance payment you have made for services which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the services until 3 March. We will only charge you for supplying the services up to 3 March and will refund any



sums you have paid in advance for the supply of the services after 3 March.

the services, by the method you used for payment. However, we may make deductions from the price, as described below.

your mind then your refund will be made within 14 days of your telling us you have changed your mind.

**8. How to end the contract with us (including if you have changed your mind)**

**8.3 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

**9. Our rights to end the contract**

**8.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

**9.1 We may end the contract if you break it.** We may end the contract for services at any time by writing to you if:

(a) **Email.** Contact our customer services team by email at [support@performancetosummit.co.uk](mailto:support@performancetosummit.co.uk). Please provide your name, order number (where applicable), your phone number and email address.

(a) For our services, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract. For example, if you confirmed that you wished for us to carry out the services in the 14 day cooling off period, and we have provided half the services, half the payment for that month will be payable.

(a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or

(b) **By post.** Print off the form at the end of these terms and post it to us at the address on the form. Or simply write to us at 20 Cordelia Green, Warwick, Warwickshire, United Kingdom, CV34 6XE including details of your order, when you ordered and your name and address.

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, if you have been medically advised by your doctor not to take part in vigorous individual or group exercise.

**8.2 How we will refund you.** We will refund you the price you paid for

**8.4 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change

**9.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance



for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

**9.3 We may withdraw the services.**

We may write to you to let you know that we are going to stop providing the services. We will let you know at least 30 days in advance of our stopping the supply of the services and will refund any sums you have paid in advance for services which will not be provided.

**10. If there is a problem with the services**

**10.1 How to tell us about problems.** If

you have any questions or complaints about the services, please contact us. You can contact our customer service team calling us on 01606 594169 or by writing to us at [support@performancetosummit.co.uk](mailto:support@performancetosummit.co.uk) or 20 Cordelia Green, Warwick, Warwickshire, United Kingdom, CV34 6XE.

**10.2 Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

**Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

For our services, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

**11. Price and payment**

**11.1 Where to find the price for the services.**

The price of the services (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the services advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the services you order.

**11.2 We will pass on changes in the rate of VAT.**

If the rate of VAT changes between your order date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.



11.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any information provided to you.

11.4 **When you must pay and how you must pay.** We accept payment via the NU tickets (<https://www.nutickets.com/>) in advance of us providing the services. The details of NU

tickets facilities can be found at <https://www.nutickets.com/terms-and-conditions>

11.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11.6 **What to do if you think your payment is wrong.** If you think your payment is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on the correct amount from the original due date.

12. **Our responsibility for loss or damage suffered by you**

12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in



relation to the services as summarised at clause 10.1

12.3 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

12.4 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use our services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**13. How we may use your personal information**

**How we may use your personal information.** We will only use your personal information as set out in our [\[LINK TO PRIVACY POLICY\]](#).

13.1 We are a data controller and bound by the Data Protection Act 2018. We are entitled to obtain, process, use and disclose your personal data to enable us to discharge our duties to you, to liaise with third parties on your behalf and to comply with the law, update your records, produce management data, prevent crime and comply with statutory requirements. You have a right of access under data protection legislation to the personal data we hold about you.

13.2 If you have any concerns about how we have handled your personal data, you can contact us by writing to our data protection officer or by emailing [support@performancetosummit.co.uk](mailto:support@performancetosummit.co.uk). We will respond to your

request within a reasonable time and let you know next steps towards resolving your concerns. If you are not satisfied with our response or believe we are not processing your personal data in accordance with the relevant law, you can complain to the UK data protection regulator, the Information Commissioner's Office.

**14. Other important terms**

14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within one calendar month of us telling you about it and we will refund you any payments you have made in advance for services not provided.

14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or



your obligations under these terms to another person if we agree to this in writing.

14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms

14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

14.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.



## The Schedule

### Model Cancellation Form

*(Complete and return this form only if you wish to withdraw from the contract)*

To Performance To Summit, Summit Shield Limited, 20 Cordelia Green, Warwick, Warwickshire, United Kingdom, CV34 6XE, or [support@performancetosummit.co.uk](mailto:support@performancetosummit.co.uk) .

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale for the supply of the following service [\*],

Signed up for services on [\*],

Your name,

Your address,

Your signature (only if this form is notified on paper),

Date

[\*] Delete as appropriate

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