Walking Among Giants Terms and Conditions

These terms are the terms and conditions on which Walking Among Giants Limited supply to you any of the coaching, training and supporting materials listed on our website www.walkingamonggiants.co.uk and represented by our most current promotional literature. Please read these terms and conditions carefully.

You should understand that by ordering any of our training and coaching programmes (programmes), you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

1. Information about us

1.1 www.walkingamonggiants.co.uk is operated by Walking Among Giants Limited (we). We are registered in England and Wales under company number 8369584 and with our registered office at 3 George Street, St John’s Square, Wolverhampton WV2 4DG.

1.2 We are a coaching and training company limited by guarantee.

2. Your status

By placing an order through our site, by telephone or email you warrant that:

a) You are legally capable of entering into binding contracts; and

b) You are at least 18 years old;

3. How the contract is formed between you and us

3.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to ‘buy’ a programme, a combination of training and coaching sessions (package) or a complimentary consultation. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the product / service you have ordered has been agreed (confirmation). The contract between us (contract) will only be formed when we send you the confirmation.

3.2 The contract will relate only to those products and services which we have confirmed in the confirmation. We will not be obliged to supply any other products and services which may have been part of your order until we have confirmed in a separate Confirmation.

4. Consumer rights

4.1 Coaching programmes.

Coaching sessions are invoiced in advance.

We endeavour to be as flexible as possible when booking one-to-one sessions and are happy to reschedule providing clients give us seven day’s notice. Where coaching clients cannot give notice and we cannot reschedule, the session is charged in full.

4.2 “off the shelf” training programmes

“off the shelf” training programmes are invoiced in advance

You may cancel a booking / transfer to an alternative programme unless it is within three weeks of the original agreed training date, in which event a transfer fee of £75 per programme / package day will be payable by you in advance of the new programme date.

4.3 Bespoke training programmes and packages
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Fees for bespoke training programmes and packages are invoiced 50% in advance and 50% upon completion of delivery. A cancellation fee of 50% is charged where bespoke training programmes and packages is cancelled less than a month ahead.

4.4 The provisions of this clause 4 do not affect your statutory rights.

5. Risk and title

5.1 Any programme materials we send to you following dispatch of the confirmation will be at your risk from the time of delivery. Ownership of the programme materials will only pass to you when we receive full payment of all sums due in respect of the training.

5.2 Your ability to attend the programme / consultation you have ordered and we have confirmed in the confirmation, will be at your risk from the time of dispatch of the confirmation. Your entitlement to attend the programme / consultation will only arise when we have dispatched the confirmation and we receive deposits / payments of all sums due in respect of the training / coaching.

6. Price and payment

6.1 The price of any programme will be as quoted on our site from time to time, on our promotional literature, except in cases of obvious error. Or by word of mouth during face to face / telephone meeting with an authorised representative of Walking Among Giants – that is a fulltime employee operating at managerial level.

6.2 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a confirmation.

6.3 The initial consultation is free of charge

6.4 Our site and promotional literature refer to a number of programmes and it is always possible that, despite our best efforts, some of the programmes listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a programme’s correct price is less than our stated price, we will charge the lower amount when dispatching the confirmation to you. If a programme’s correct price is higher than the price stated on our site or in our promotional literature, we will normally, at our discretion, either contact you for instructions before dispatching the Confirmation, or reject your order and notify you of such rejection.

6.5 We are under no obligation to provide the programme to you at the incorrect (lower) price, even after we have sent you a confirmation, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mis-pricing.

6.6 Unless otherwise agreed in writing by us, payment for all programmes must be made by cash, credit or debit card, cheques, BACS or CHAPS transfer or PAYPAL and received by us in cleared funds prior to your attendance on the programme. We accept payment with Visa, and Mastercard. We will not charge your credit or debit card until we despatch the confirmation.

6.7 We are not liable for any price differences that may arise as a result of clients booking programmes with us at different times or subject to different promotions from time to time.

7. Our refunds policy

7.1 All deposits for training programme fees are non-refundable.

7.2 All deposits for coaching programmes fees are non-refundable

7.3 All deposits for package programme fees are non-refundable

8. Guaranteed results – The scope of our guarantee

8.1 The guarantee relates only to coaching programmes where outcomes are guaranteed.

8.2 For the guarantee to take effect, both coach and coachee must be in agreement with respect to the following:
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- That the goals and outcomes defined are realistically achievable within the given timeframe
- That the coachee will follow instructions issued by the coach and complete tasks in a timely manner
- That the coachee will respond honestly and promptly to requests for on-going feedback / progress reports made by the coach

8.3 Subject to the fulfilment of clause 8.2, The effect of the guarantee is limited to the coach continuing to provide complimentary coaching sessions until the agreed outcomes have been achieved.

9. Our liability

9.1 We warrant to you that any programme, programme package and materials purchased from us is of satisfactory quality and reasonably fit for the purpose for which the programme is supplied.

9.2 You should notify us (as provided for in clause 11 below) if you are unhappy with any part of the programme within 30 days of your attendance on the programme

9.3 Our liability for losses you suffer as a result of us breaking the contract is strictly limited to any fees paid over to us in connection to the programme which you purchased.

9.4 This does not include or limit in any way our liability:

a) for death or personal injury caused by our negligence;

b) under section 2(3) of the Consumer Protection Act 1987;

c) for fraud or fraudulent misrepresentation; or

d) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

9.5 Beyond the scope of our policy guaranteeing outcomes, your success in building any business / realising longer term goals is dependent on a number of factors. We give no guarantee that by attending and/or completing our programmes you will experience success in any business or activity that you may carry on following our programme.

9.6 We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to loss of income or revenue, loss of business, loss of profits, contracts or potential contracts or loss of anticipated savings.

9.7 We are not liable for additional costs due to changes in courses, content, venues or trainers. Every effort will be made to provide reasonable notice where possible.

10. Written communications

10.1 When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11. Notices

All notices given by you to us must be given to Walking Among Giants, 3 George Street Wolverhampton WV2 4DG or claudia.ferreira@walkingamonggiants.co.uk . We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 9. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

12. Transfer of rights and obligations
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12.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

12.2 You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent.

12.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

13. Events outside our control

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (Force Majeure Event).

13.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.

13.3 Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.


14.1 All intellectual property rights (including, without limitation, copyright, moral rights, design rights, trademarks and patents) and all other rights in the programme content and programme materials belong to us. We licence to you all such rights on a non-exclusive basis for the purpose only of enabling you to attend, participate and, where you are able, to complete the programme. You are also permitted to use small extracts of the programme content and programme materials for your personal use as a team coach only. Without our written consent, reproduction or distribution of the programme content and programme materials is strictly prohibited.

14.2 Use of our logo is strictly prohibited without our prior written consent.

14.3 Audio and visual recordings of our programmes is strictly prohibited without our prior written consent.

14.4 You acknowledge that certain information contained in the programme and programme materials is already in the public domain.

14.5 Delegates and clients are not permitted to sell or promote products or services at ‘Walking Among Giants’ events without prior written permission.

15. Confidentiality

15.1 Save as required by law or in respect of information which is already in the public domain through no breach by you of the provisions of this clause 14, you shall keep in strict confidence all technical and commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by us (or our employees, agents, consultants or sub-contractors) and any other confidential information concerning our business or the programme or programme materials which you may obtain.

16. Data Protection

16.1 You agree that we may use your personal data in accordance with and subject to the Data Protection Act 1998.

16.2 We may send you information from time to time regarding new courses and opportunities. If you do not wish to receive such information please contact us on 01902 715 233

17. Termination
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We reserve the right to terminate the contract immediately without liability if:

17.1 You fail to complete the programme within the agreed timeframe or any renegotiated timeframe

17.2 In our opinion you cause disruption on any programme or take any action which brings us (or any of our employees, agents, consultants or sub-contractors) into disrepute or adversely affects our goodwill or reputation.

18. Waiver

18.1 If we fail to insist upon strict performance of any of your obligations under the contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

18.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

18.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 11 above.

19. Severability

If any of these terms and conditions or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

20. Entire agreement

20.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

20.2 We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these terms and conditions.

20.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

21. Our right to vary these terms and conditions

21.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

21.2 You will be subject to the terms and conditions in force at the time that you order programmes and or programme materials from us, unless we notify you of the change to these terms and conditions before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Confirmation).

22. Law and jurisdiction

Contracts for the purchase of programmes through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law and all disputes and claims shall be subject to the exclusive jurisdiction of the courts of England and Wales.