

Groovelates® Ambassador Terms & Conditions (UK, Ireland & Europe)



SUMMARY

Groovelates is owned and run by Better Body Training Limited.

These terms and conditions ("T&Cs") should be read in full, because they are all important. However, the main points are summarised here, just in case you ever need a reminder:

Enrolment: When you sign up to the Groovelates Ambassador training course you pay an enrolment fee. You can change your mind about enrolment and get a full refund of the enrolment fee up to 14 days after you enrol as long as you haven't accessed any of the online course material during those 14 days.

Groovelates® Membership: Once you have completed your initial training and passed your assessment, you become a certified Groovelates Ambassador. You then need to maintain your Official Groovelates Membership ("Groovelates Membership") by paying a monthly Membership Fee or full Annual Membership, paid in advance.

You can cancel your Membership at any time by writing to us at support@groovelates.com, giving 30 days' notice but if the Membership Fee is cancelled and you are a qualified Groovelates Ambassador you are no longer licensed to teach Groovelates, use any Groovelates materials, share Groovelates resources online / on social media or stream / share on-demand recordings of classes (for example, on your class membership sites).

Paid in full Annual memberships will automatically renew on the anniversary of your joining/payment date.

All Membership fees are non-refundable.

Once a Membership is cancelled you will lose access to any online content, music or choreography.

Web Posting: If you post in Groovelates online media (website, Twitter, Facebook etc.) Groovelates are not responsible for anything that you comment or say on them and we

don't have the requirement to monitor the content of the pages or group, but if we do see or are alerted that you have posted something that we think is inappropriate then we have the right to remove it and suspend or terminate your access to the relevant page, forum or group.

If you post any content on Groovelates online pages that belongs to someone else, we are not liable, and you agree to indemnify us.

Sharing Groovelates® Videos: You are not allowed to post videos of full routines featuring Groovelates content on any platforms such as Facebook, TikTok, You Tube, Vimeo etc. which are able to be viewed by the general public. Short clips for the purpose of promotion may be made available for public viewing only. Please check your music license, as this will affect where you are able to post.

Groovelates® Logo: You are not permitted to reproduce the Groovelates logo in any form on to clothing, accessories, or merchandise. Groovelates branded items can only be purchased from the official Groovelates store.

Data: If you are concerned about how your data is being used by us then please refer to our Privacy Policy. It will tell you all you need to know about how we use any personal data you have submitted to us via the Website: [<https://www.groovelates.com>].

1. INTRODUCTION

In these T&Cs, "us" and "we" means Groovelates. Please read these T&Cs carefully before enrolling on the online Groovelates Ambassador training course ("Groovelates course") available through <https://www.groovelates.com/> (the "Website") as they create the contractual relationship between you and us.

By enrolling on the Groovelates course you are agreeing to enter into a serious financial commitment, so we strongly recommend that prior to enrolment you are sure that you fully understand and are able to comply with that commitment. If there is anything you are unclear about or if you have any questions, please contact us immediately by e-mail (support@Groovelates.com) or through the Website (<https://www.groovelates.com/>).

2. ENROLLING ON THE GROOVELATES® AMBASSADOR TRAINING COURSE AND FEES

a. How to enrol on the Groovelates course and required qualifications.

To enrol on the Groovelates course please follow the procedures set out on the Website. Enrolment on the Groovelates course is personal to you and it is not possible to transfer your enrolment to any other person.

b. Enrolment and Membership Fees.

For Training (Face to face or Live online) you agree to pay the training day fee of £199 (one hundred and ninety nine pounds) in exchange for access to either the Groovelates live online training day or for attendance at a face to face training day.

After the Training day and on successful completion of the post course assessment, you

agree that in order to be licenced to teach Groovelates, you will be required to pay us a Monthly Membership Fee of £16.99 (sixteen pounds & ninety nine pence) per month (the "Membership Fee") in order to maintain the licence and for on-going access to the Groovelates training and presentation materials accessed via the Website.

On-going access to the Groovelates training and presentation materials including updates, (once you have been awarded your licence to teach Groovelates), is dependent on your payment of the Membership Fee. If you stop paying your Membership Fee you will lose your licence to teach Groovelates under the Groovelates brand and your access to the Groovelates ongoing course materials will be terminated (effective from the start of the first month for which you have failed to pay the Membership Fee).

By enrolling on the Groovelates course you are agreeing to be responsible for the payment of the applicable fees in full. The monthly Membership Fee for regular content updates and support, shall be payable every month until you cancel your Groovelates Membership (or it is cancelled by us).

If you wish to cancel your enrolment on the Groovelates course or your Membership, please refer to Section 3 below for information regarding our cancellation and refund policy.

Individuals, may have their Enrolment Fee paid for by the gym/fitness club at which they teach, to allow them to undertake the Groovelates course. Apart from the fact that these individuals will not pay the Enrolment Fee personally, these T&Cs shall be otherwise binding on the individual including without limitation the requirement to pay the Membership Fee.

c. Refusal/acceptance of enrolment applications.

Groovelates reserves the right to refuse any enrolment application made by you or on your behalf for any reason.

If your application is accepted, Groovelates will notify you electronically at the email address you provide us on your enrolment application form (the "Enrolment Notification"). We will not accept any enrolment application until full payment of the Enrolment Fee has been made by you and has been confirmed as satisfactory by Groovelates or any third party acting on our behalf.

You agree that all notices, invoices and other communications we are required to send to you will be provided electronically and acknowledge that the Enrolment Notification will constitute an electronic invoice.

d. Your details and payment information.

You confirm that all details you provide to us (or any third party acting as our agent) for the purpose of your enrolment on the Groovelates course will be correct, that the credit or debit card, or any electronic cash, which you use to pay for your Enrolment Fee and Membership Fee is your own and that there are sufficient funds or credit facilities to cover the payments when they fall due.

e. Additional information.

Groovelates reserves the right to require you to provide any additional information that it may deem necessary in order to authorise your enrolment.

3. GROOVELATES® COURSE MATERIALS, CANCELLATIONS AND REFUNDS

a. GROOVELATES® course materials.

After successfully enrolling on the Groovelates course, you will be granted access to various materials ("Groovelates course materials")

b. Cancellation of enrolment on Groovelates course.

Provided you have not accessed the Groovelates course materials (see section 3.c below), you may cancel your enrolment on the Groovelates course for any reason, including if you simply change your mind, within 14 working days of us or an agent acting on our behalf sending you the Enrolment Notification (the "Cancellation Period").

To cancel your enrolment on the Groovelates course, you must notify us in writing or by e-mail to support@Groovelates.com, that you wish to cancel during the Cancellation Period. Your ability to cancel your enrolment on the Groovelates course expires at the end of the Cancellation Period. In circumstances where you attempt to notify us within the Cancellation Period, but we do not receive your notification, you will be required to provide evidence that such notification was sent within the relevant 14 working days period. You are therefore required to retain evidence of sending your notice of cancellation, such as recorded delivery if you send your notification by post or a read receipt if you send it by e-mail.

c. No Right to cancel enrolment on Groovelates course once Groovelates course materials have been accessed.

Your right to cancel your enrolment on the Groovelates course during the Cancellation Period terminates as soon as you access any part of the Groovelates course materials or any area of the Website that is only available to enrolled students. Upon access of any of these resources, the service provided to you by Groovelates commences.

d. Refund of Enrolment Fee.

Upon cancellation of your enrolment on the Groovelates course in accordance with these T&Cs, you will be entitled to a full refund of the Enrolment Fee that you have paid. This refund will be paid as soon as possible, but in any event within 30 days of our receipt of a valid cancellation notice. No refund of the Enrolment Fee will be given if notice of cancellation is given after the expiry of the Cancellation Period or if the circumstances described in section 3.c above apply. No refunds will be given for Groovelates courses that are not completed.

e. Access to Groovelates course materials in the event of failed payment.

If for any reason, payments due, including your monthly Membership Fee, are not received by Groovelates (or our agent) or any payment is returned, refunded or retrieved (by you, your credit card company or the entity through which you have arranged finance), your access to Groovelates course materials will be denied if the situation is not resolved within 5 working days. Under these circumstances Groovelates will no longer be under any obligation to you and your enrolment and Membership (as applicable) will be cancelled immediately. No refund will be given of any payments made up to the date of cancellation. All outstanding payments will remain payable by you and Groovelates may take any action required to reclaim such outstanding payments.

f. Cancellation of monthly Groovelates Membership.

If you wish to cancel your monthly Groovelates Membership, you may do so at any time by providing written notice to Groovelates by email to support@Groovelates.com giving 30 days written notice. Groovelates will cancel your Membership 30 days after receipt of the written notice described above. No further Membership Fee shall be payable, (unless outstanding fees are owed during the 30-day period or earlier). Your access to the Groovelates course materials and member only areas of the Website shall then be terminated. You will also not be allowed to use any Groovelates materials, share Groovelates resources online / on social media or stream / share on-demand recordings of classes (for example, on your class membership sites).

4. TRAINING DAY BOOKINGS

a. Booking your place on a Training Day.

In addition to completing the Training day of the Groovelates course (either live online or face to face), to become a certified Groovelates Ambassador you must pass an assessment process, which includes providing a video of you teaching a Groovelates session to participants, after you have received your initial training.

Details of available Training Days can be found on the Website and will be sent to you via the email provided on a regular basis. Bookings for Training Days are taken on a first come, first served basis and once a session has reached maximum capacity, no more bookings will be taken.

Groovelates accepts no responsibility for any student who fails to book themselves on to a Training Day that they wish to attend. All enrolments are your own responsibility.

b. Changing the date of your Training Day.

If you wish to change the date of your Training Day, you must contact support@Groovelates.com at least 7 calendar days prior to the date of the Training Day.

c. Failure to attend a booked Training Day.

If you fail to attend the Training Day that you have booked, it is your responsibility to inform us should you wish to transfer to another Training Day for training and assessment. Unless a valid reason for non-attendance is provided, Groovelates reserves the right to charge a re-booking fee to attend a later session.

d. Cancellation of Training Days by Groovelates.

Groovelates reserves the right to change and/or cancel the dates and venues for Training Days. Changes will only be made by us in exceptional circumstances.

You will be notified of any change by telephone, post or e-mail (via the contact details you provided on enrolment). You will be able to transfer your booking to another Training Day at no extra cost to you. Groovelates is not liable in any other way for any additional expenses, costs or other charges that you may incur as a result of such change or cancellation, and you are responsible for ensuring that Groovelates has up to date contact details for you.

e. Conduct at Training Days and Events.

You are required to conduct yourself in an appropriate manner at all Training Days and Events. If you behave in a manner which in the opinion of Groovelates or its third-party agents is threatening, abusive, offensive or otherwise unacceptable, Groovelates will have the right to bar you from that and all future Groovelates live events. Under such circumstances Groovelates shall not be obliged to refund your Enrolment Fee.

f. Appropriate fitness on date of Training Day or Event.

You are required to complete a health screening form when you register for a Groovelates training day. In addition to your general responsibility to ensure that you are fit to undertake a Groovelates course or event (see section 4.g below), you are specifically responsible for ensuring that you are physically fit on the date that you attend a Training day, course, or live event. Groovelates will not be responsible for damages arising out of your failure to provide truthful answers to the physical activity readiness questionnaire. If the results of this questionnaire indicate that you require your GP's consent to perform physical activity, you will not be permitted to perform the physical components of that day. In these circumstances you will need to obtain the appropriate medical clearance and guidance from your GP and re-book another Workshop, for which an additional fee may be charged. Groovelates will not be responsible for your travelling costs or other expenditure that may be wasted.

g. Warranty as to your fitness and limitation of Groovelates liability.

You acknowledge that you are fully aware of the risks involved in participating in a Training Day, course or live event which can be physically and mentally demanding. You represent and warrant that you are both physically and mentally fit to undertake the Training Day, Course or Live event that you attend and to perform, conduct, teach and/or instruct Groovelates and you discharge Groovelates, its agents, employees and representatives on a continuing basis from any and all liability for injuries or damages resulting from your participation in a Training Day, Course or Live event and/or in connection with performing, conducting, teaching and/or instructing Groovelates to the

fullest extent permitted by law. This exclusion shall not cover death or personal injury caused by the negligence of Groovelates or its employees, agents or sub-contractors.

h. Recording Consent.

You agree that you may be digitally videoed, audio recorded and photographed by Groovelates and/or its agents while attending a Training Day or Event and you consent to Groovelates and/or its agents and/or its sub-licensees using any such recordings, your photograph, video and/or audio recordings and any other likeness of you for any and all promotional and training purposes. You give all necessary consent and waivers, including performer's rights, to enable GROOVELATES to make the fullest use of any of the recordings mentioned above in accordance with these T&Cs.

5. CERTIFICATION

a. Certification as a Groovelates Ambassador.

Enrolment on the Groovelates Ambassador course does not in any way guarantee successful completion of the Groovelates course or the attainment of certification as a qualified official Groovelates Ambassador and being able to teach a Groovelates Class. It is your responsibility to ensure that the Groovelates course is suitable for your purposes and career development. Certification as a Groovelates Ambassador will only be issued once:

- The Groovelates Training Course has been completed successfully
- Successful completion of a video assessment after the Training Course
- All relevant course fees (including any additional charges related to rebooking a Training Day) have been paid.

b. Issue of certificate.

Your certificate evidencing your certification as a Groovelates Ambassador will be issued within 7 to 14 days after completing your on-line assessment, and the additional criteria set out in section 5.a. The certificate will be issued in the name held on our records at the date you successfully complete the post Training Day assessment. It is your responsibility to inform Groovelates in writing of any change of name and to provide appropriate evidence, such as a marriage certificate or deed poll.

c. Lost certificates.

If you lose a certificate and require a replacement, you can request a replacement by emailing support@Groovelates.com

d. Awarding body.

We reserve the right to change the awarding body of the courses offered through the Website provided that any substituted awarding body will provide a qualification of equal level on the national framework as set by the sector skills council "Skills Active" or its successor.

6. ACCESSING THE GROOVELATES WEBSITE AND RESOURCES

a. Your computer and software.

You are responsible for providing and maintaining suitable computer and communications equipment and software necessary to gain access to the Website and download Groovelates course materials to enable you to complete the Groovelates course for which you have enrolled.

b. Use of third party computers.

If you are using the computer of a third party (e.g. your employer), it is your responsibility to ensure that you have the necessary consent to do so. If your circumstances change (e.g. if you change employer or if your employer changes its computer, equipment or software) and you no longer have access to a suitable computer for any reason, GROOVELATES is not responsible for this and no refund of fees will be given in these circumstances.

c. Software support.

You may need to use third party software to access the Website or the training materials. Groovelates does not provide third party software support. Groovelates accepts no responsibility or liability in connection with any software owned or controlled by third parties.

d. Provision of, alterations to, suspension of or discontinuance of the Website.

The website is provided on an "as is" basis and should it prove defective and/or cause damage to your computer or inconvenience to you, Groovelates shall not be responsible for any such damage or costs incurred by you which may result from any and all such defects. We cannot and do not guarantee or warrant that any material available for downloading from our website will be free from infection, viruses and/or other code that has contaminating or destructive properties. To the fullest extent permissible pursuant to applicable law, Groovelates disclaims all representations and warranties of any kind, either express or implied, including but not limited to, the implied warranties of merchantability or satisfactory quality, fitness for a particular purpose, workmanlike effort, informational content, title or noninfringement of the rights of third parties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output. You assume total responsibility and risk for your use of the Website and use of all information contained within it. We reserve the right to alter, suspend or discontinue any aspect of the Website or the content or services available through it. This includes but is not limited to changes that we are required to make in the content and structure of the Groovelates course in order to ensure continuing compliance with the requirements of national standards and the awarding bodies. You must not attempt to interfere with the proper working of the Website and in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt the Website or any related computer system, server, router or any other internet-connected device.

e. Use of new features and content.

Unless stated otherwise, your use of any new features including new content, and/or the availability of new courses or modules shall be subject to these T&Cs.

7. USERNAME, PASSWORD AND PERSONAL DATA

a. Username and password.

Access to and use of the Ambassador portal on the Website and private Facebook group is via a username and password (plus any additional Two Factor Authentication process that may be required by either platform).

You are solely responsible in all respects for all use of and for protecting the confidentiality of the username and password that you select for use on the Website. You may not share these with or transfer them to any third parties. You must notify Groovelates immediately of any unauthorised use of them or any other breach of security regarding the Website that comes to your attention.

b. Your personal data and our Privacy Policy.

Better Body Training Limited (our parent company) is registered with the Information Commissioner's Office(ICO)the Data Protection Act 1998, its data protection principles and also the newer General Data Protection Regulation.

Any personal data you provide to us shall be treated in accordance with our Privacy Policy which can be found at <https://www.Groovelates.com/privacy-policy> . Please read the Privacy Policy and ensure you are comfortable with it, as your continued use of this Website and enrolment in the Groovelates course shall constitute your acceptance of the Privacy Policy.

8. AMBASSADOR SUPPORT

a. Ambassador Support.

Ambassador support in using the Website portal or Facebook private group can be found by emailing support@Groovelates.com we will respond to your enquiry within 48 working hrs unless prevented for reasons beyond the control of Groovelates.

Ambassador Charges

The current charges as part of the Ambassador program are £199 initial enrolment and training day, £16.99 per month for continued education and Groovelates Licence.

These charges are subject to review, from time to time, there may be promotions in the charges for individuals or group bookings. These promotions are subject to availability and Groovelates reserves the right to cancel or withdraw a promotion at any time.

b. Ambassador Support Suspension or Discontinuation.

Groovelates reserves the right to discontinue student support or to change the level of support including but not limited to costs, hours and method by which the service is delivered.

9. LICENCE TO USE GROOVELATES® COURSE MATERIALS AND TEACH GROOVELATES®

a. Grant of licence.

Subject to your payment of the Enrolment Fee and Membership Fees in accordance with these T&Cs, Groovelates grants you a limited, non-exclusive and non-transferable licence to:

- Access updates to Groovelates course materials via the Website
- Use downloadable materials identified on the Website and in your email communication with Groovelates when teaching Groovelates (but for no other purpose)
- Teach Groovelates as an official Groovelates Ambassador in the UK and Ireland in private venues, outside or at fitness clubs/gyms.

b. Terms of use of downloadable materials.

When downloadable materials are provided by us on the Website you may only make a single copy for personal use in accordance with the licence granted in section 9.a above. Otherwise, you may not download, print, store, send, show or use any copies of Groovelates course materials. In the event of any breach of this term:

- You will be liable to indemnify Groovelates against any damage (including costs on an indemnity basis) which Groovelates may suffer as a result of such breach
- You will be denied any further use of our Website and your enrolment will be cancelled.

c. User generated content and grant of licence to Groovelates.

You acknowledge that any facility provided by Groovelates to enable students to communicate with each other on the Website portal or Facebook private group, is provided without liability to Groovelates. If you publish any content on these sites, you warrant that you are the sole author of such content and that publishing such content will not infringe the rights of any third party including trade mark, database rights, copyright or other intellectual property rights or privacy rights, nor is libellous, obscene, menacing, threatening, offensive, abusive, fraudulent, criminal nor is in any way illegal or unlawful.

You grant us and/or the businesses of Groovelates and/or our agents an irrevocable transferable royalty free licence in perpetuity to use any such content uploaded and/or contributed by you to the Website/Facebook group:

- On the Website
- For promotional purposes connected to the Website, Groovelates and/or the businesses of Groovelates and/or our agents, and grant all other necessary

consents and waivers to enable Groovelates and its agents to fulfil such purposes.

d. Third party content removal.

Where content published on the Website is supplied by third parties (including the user generated content referred to in section 9.c above), you acknowledge that we do not have an obligation to screen, control, moderate or endorse such content and to the extent permitted by law disclaim all liability in relation to such content.

If you believe that any such content infringes your rights or fails to comply with these T&Cs you may notify us via the contact page on the Website <https://www.groovelates.com> . Your notification must contain all of the following information:

- Your contact details including your email address and a contact number
- Full details of the content that you believe infringes your rights or does not adhere to these T&Cs
- The URL or other location where you found the relevant content
- If you are reporting that you believe that your rights (or those of someone that you represent) have been infringed, proof that you are the rights holder or duly authorised to act on their behalf and a statement clearly warranting the same.

Deliberate misuse of this notification facility will not be tolerated. Persistent malicious or frivolous complaints by you, may result in Groovelates terminating your right to use the Website and access the Groovelates content.

Performing Rights Society (PRS) & Public Performance licence.

All downloadable Groovelates music tracks which form part of the course materials are licensed from the artists who recorded them or the publishers who own them. Depending on the venue being used to deliver a Groovelates class, the Ambassador may require a Performing Rights Society (PRS) licence to use them publicly during the session.

As the Groovelates music tracks are performed by the original artists, Ambassadors must also ensure that they hold a Public Performance License.

If you use such Groovelates music tracks publicly you warrant that:

- You hold a valid Performing Rights Society licence (from PRS for music, in the UK) and you will continue to hold such licence throughout the period of your use of the relevant Groovelates course materials

or

- You are in possession of a written undertaking from the owner of the venue at which you will be using the relevant Groovelates course materials that confirms that the owner holds a Performing Rights Society licence (from PRS for music, in the UK) and that such owner will continue to hold such licence throughout the period of your use of the relevant Groovelates course materials.

A PRS For Music licence covers royalties due to artists when their work is performed, broadcast, streamed, downloaded, reproduced, played in public or used in film and TV. If you are teaching in a Leisure Centre or gym it is the responsibility of the venue to hold the PRS Licence not the Ambassador. Please check your full responsibilities here:
<https://www.ppluk.com/>

10. COPYRIGHT OF GROOVELATES® AND WEBSITE

a. Ownership of rights in Website and GROOVELATES® course material.

With the exception of user generated content, the Website and the content made available on the Website (including Groovelates course material) is owned by Groovelates or its third-party licensors. All product and company names and logos mentioned on the Website are the trademarks, service marks or trading names of their respective owners, including us.

You may use downloadable Groovelates course material in its downloaded form subject to the terms of the licence granted in section 9.a above, but you may not otherwise copy, reproduce or use, nor modify, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from our Website including but not limited to text, graphics, video, recordings, choreography and/or messages without our prior written consent.

b. Ownership of rights in branded GROOVELATES® merchandise.

All product and company names and logos are the property of Groovelates and the reproduction and or modification of any said property on to any merchandise in any manner is strictly prohibited.

c. Ownership of GROOVELATES® Content for the purpose of Video

All content derived from the Groovelates website is the property of Groovelates and cannot be reproduced in the form of full routines for the purpose of video promotion by you.

You are permitted to video, (solely for the purpose of promotion), small segments of routines and upload such videos to public viewing places. Please check your music licence to ensure you meet its terms and conditions.

Groovelates reserves the right to request the removal of any videos on public platforms such as YouTube, TikTok Facebook and Vimeo which show Groovelates routines and content in their entirety.

11. EXCLUSIONS, LIMITATION OF LIABILITY AND INDEMNITIES.

a. Exclusions.

All implied terms, conditions, warranties, representations, or endorsements whatsoever with regard to the Groovelates course, the Website or any information or service provided through the Website/Facebook private group are strictly excluded by us to the fullest extent possible under the laws of England and Wales.

b. Limitation of liability.

In relation to your enrolment on the Groovelates course and on-going Groovelates membership, we accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect), however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use, or performance of the website or its contents, we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of Groovelates or our servants, agents or any other person.

Without prejudice to the foregoing, if we are liable to you for any reason, our liability will be limited to the amount paid by you to date for the Groovelates course on which you are enrolled and as a result of which Groovelates liability has arisen. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence nor for fraudulent misrepresentation.

c. Indemnity given by you.

You agree to indemnify, defend and hold Groovelates and its agents harmless against any and all loss, liability, damage, cost or expense (including without limitation legal fees and disbursements) suffered by Groovelates and/or its agents arising out of or connected in any way with by reason of your breach of any of your obligations, representations or warranties given under these T&Cs.

d. Liability for your acts and omissions.

You acknowledge that you shall be responsible for your acts, omissions, errors or neglect when performing, conducting, teaching or instructing material you may have learned through the Website and shall maintain public teacher liability insurance cover as appropriate for your business and professional qualifications.

12. PAYMENTS

a. Fees

The Enrolment Fee is subject to change at our sole discretion and without prior notification to you. Please review the checkout page to confirm the Fee before providing payment.

The Membership Fee is subject to change at our sole discretion. We will provide you thirty days' advance notice of any change to your monthly Membership Fee. If you do not agree to the new Membership Fee, please cancel your Membership.

b. Payments by credit cards and debit cards.

We reserve the right to request additional evidence or proof of billing information or other information associated with the credit or debit card account used to make payments on the Website. In the event that the requested evidence or proof is not provided or is insufficient, we reserve the right to refuse to process the payment information.

If you believe your credit or debit card might have been used in a fraudulent manner on the Website, please contact us.

c. Payment Method Changes

You agree to inform Groovelates of any changes to the card details held in your name and from which payment may be due at any given time in accordance with your Membership Agreement.

13. GENERAL

a. Altering these T&Cs.

We may alter these T&Cs from time to time and post the new version on the Website, following which the updated version of the T&Cs shall apply. You must check the T&Cs on the Website regularly. We will provide prominent advance notice of any material changes. If you do not agree to any of the changes made, please do not continue to use the Website or the service.

b. Entire agreement.

These T&Cs, together with your enrolment application, are your whole agreement in relation to any service you obtain from Groovelates via the Website. You acknowledge that you have not entered into these T&Cs in reliance upon any warranty or representation made by Groovelates or any other person and you waive any rights to damages/rescission you may have for misrepresentation (other than a fraudulent misrepresentation) that is not contained in these T&Cs and/or the registration form.

c. Illegality and severance.

If any provision or term of these T&Cs shall become or be declared illegal, unlawful, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other T&Cs and shall be deemed to be deleted from them.

d. Governing law and jurisdiction.

These T&Cs and your use of our Website are governed by English law and you submit to the exclusive jurisdiction of the English court.

e. Force majeure.

Groovelates will not be held liable for any failure to perform any obligation due to causes beyond its reasonable control.

f. No waiver.

Failure by either party to exercise any right or remedy under this agreement does not constitute a waiver of that right or remedy.

g. Notices.

All notices shall be given:

- To us via e-mail at support@Groovelates.com

or

- To you at either the e-mail or postal address you provided upon or have updated since enrolment.

Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or three (3) days after the date of posting.

T&Cs last updated on 13 August 2022.