

Terms and Conditions

The assurances of the relationship

General

SCHOOL OF TRAUMA INFORMED POSITIVE PSYCHOLOGY LTD Company number
13013927

Unit 123 Harvey Drive,
Chestfield,
Whitstable,
England,
CT5 3QY

Terms applying to all of our client agreements

In consideration of the agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party shall agree as follows:

1. Definitions

For the purposes of these terms:

Headings; Number and Gender. The headings of sections and paragraphs are inserted for convenience only and shall not be deemed to constitute part of this agreement or to affect the construction thereof. The use in this agreement of singular, plural, masculine, feminine and neuter pronouns shall include the others as the context may require.

'We' and 'us' means The School of Trauma Informed Positive Psychology Ltd, who will provide the services to you. 'You' means the student receiving the services. 'Course' means a distance learning course or course designed and developed by us, including all revisions and updates to such courses as we may make from time to time.

'Course Materials' means the physical materials relating to any one course, together with all

revisions and updates made by us from time to time, which may be in any format, and which are required by the student to complete the course.

2.Your Responsibilities

We affirm that the course materials will meet a satisfactory level of quality; however, we do not affirm that they will be error free. You are responsible for inspecting the course materials and informing us about any oversights as soon as reasonably possible following delivery.

For all courses, you are granted access to your learner platform lifetime access. Lifetime access to the programme constitutes lifetime of The School of Trauma Informed Positive Psychology Ltd as a business entity and company and can be stopped at any time if the company is no longer trading without prejudice. The time to complete your course is individual to the course / programme you choose and is listed in the Appendix by programme. Certifications do not have a time limit. Qualifications you will have 12 months to complete.

If you are intending to take leave from your qualification for a period of 3 months or longer you are required to notify us. If you require additional time to continue your studies after the 12 months has expired, a £40 extension fee may be charged.

You are required to notify us, in writing by emailing support@carolinestrawson.com of any changes to your postal address or course commitments.

3.Transferring Course

We retain the sole discretion concerning whether you may transfer to another course offered by us. To request a course transfer, you must contact the Customer support team by emailing support@carolinestrawson.com.

If we agree to the course transfer, the total fees owed on the original course will still be due even if the new course is of a lower value. The difference in cost will be applied as a credit on your account which can be applied to future course purchases. However, we will require that if the new course fee is greater than that of the discontinued course, the balance should be paid in full along with a standard £40 transfer fee.

4.Practical Training

All course fees must be in good standing with no arrears before your practical training is due to commence.

5.Course Updates

Training Courses with E-Learning elements will take place via an online learning platform. We reserve the right to change that platform at any time in which case we will not incur any additional liability to you. It is your responsibility to ensure you have the required online computer access to enable you to meet the requirements of the course.

Whilst we make utmost efforts to ensure the accuracy of the Training Materials, we do not represent, warrant, or guarantee that the Training Materials will be completely error free. In circumstances where you discover an error or inaccuracy in the content contained in the Training Materials and/or the Learning Platform please notify us at the earliest opportunity.

Due to the nature and timeline of education, Training Materials and/or Practical Lessons may require updating at any time to ensure compliance with industry best practice and awarding body requirements. If any changes are made to your course, we will aim to inform you as soon as reasonably possible but will not incur any additional liability to you.

In the circumstance a unit or exam is due to be retired by us or an external vendor we will aim to inform you as soon as is reasonably possible the deadline for completion but will not incur any additional liability to you. If available, we will inform you of the option to take up an updated version of said unit or exam, which may incur a cost to yourself.

Refunds are not available for any of the circumstances listed in this section.

6.Appeals

You have a right to appeal the outcome of an assessment on the grounds that you do not agree with the assessment decision made by the Assessor/Tutor/Marker, or that the assessment procedures have not been carried out properly. If you wish to appeal, you must submit a written notice to the Faculty Manager at our registered address within five days of receiving notification of the grade or assessment. Your notice must include your intention to



appeal and the grounds for appeal. You must also then provide a full case, in writing, within a further fourteen days.

The CEO will review the submission and assessment material with the Internal Verifier and Quality Manager for the final grading. Their decision is final, and you will be advised of the outcome in writing.

For a copy of the appeals policy and procedure, please email support@carolinestrawson.com

7.Disclaimer of Warranties and Limitation of Liability

We warrant that we will carry out the service to you with a reasonable level of care and skill.

If you require any changes to these terms, please request such changes in writing to the email above.

Any liability under any agreement between you and us shall be limited to any sums paid by you to us.

As far as permitted by law, we shall not be liable to any person for losses or damages that were not reasonably foreseeable and that were not caused by any breach on our part. We shall not be liable to any person for any direct or indirect loss or damage as a result from your course enrolment. Any liability that does arise will be limited to the course fee paid.

We are not qualified to provide you with advice regarding health problems. If you require any such advice, we recommend you seek the opinion of your doctor or any other medical practitioner. Any holistic health care advice we do provide should be treated as congruent to, and not an alternative for, accustomed health care.

8.Waiver

None of the conditions or provisions of this Agreement shall be held to have been waived by either party, except by an instrument in writing signed by a duly authorised officer or representative of each party. The waiver by either party of any right hereunder or the failure to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, shall not be deemed to be a waiver of any other rights hereunder or any breach or failure of performance of the other party.

9.Payment

All outstanding debts to us must be made before any course with School of Trauma Informed Positive Psychology can be considered as complete, this may include the issuing of any diploma or certificate. We reserve the right to refuse enrollment on any of the courses we offer.

If you are paying for the course by installment, you agree to pay the installments promptly and, on the dates, specified in the agreement, irrespective of the speed at which you are studying. If you are issued with a new debit/credit card, please notify us as soon as possible so that we can update our records.

If you are paying by installments and your card is declined or you miss a payment for any reason, we will notify you by email, and your course account will be locked until your overdue payments have been made. To update your financial details please contact finance@carolinestrawson.com

DEFAULTING ON THIS AGREEMENT

Defaulting on this agreement may have severe consequences and could make obtaining credit more difficult. This could also lead to you incurring any reasonable costs which we incur (including both administration costs and debt recovery costs), because you failed to meet the terms and conditions of this agreement.

a) If you're having trouble paying your bill, you should contact us immediately by email to finance@carolineatrawson.com, to discuss ways we can help and the repayment options available to you.

b) If you don't pay on time: We may use third-party agents(for example Debt Collection Agencies, High Court Enforcement companies) to recover any debt due to us, or to discuss the need to increase your regular installment. We may also apply for and register a default against your/your address. Again, this could make obtaining credit in the future more difficult.

c) We may use a Credit Reference agency to review information held. This will help us choose the correct way in which we collect any outstanding debt from you. This can include any financial statement or assessment which has been provided by you to us.

We may make a legal claim against you to recover any debt owed (plus applicable costs) by

court order. We can charge you interest at 8% per year above the current Bank of England base rate, this will be charged on the overdue amount owed until you pay this amount in full, including both applicable costs and interest.

10. Copyright

All copyright and other intellectual property rights relating to the course materials are either owned by or licensed to us. Copying, adaptation or any other use of all or any part of the course materials without our express permission is strictly prohibited.

11. Other Terms

If at our discretion we afford you any relaxation of these terms, this shall in no way affect our rights under these terms and conditions.

This Agreement Shall be interpreted in all respects in accordance with the law of England and Wales. The parties hereby submit to the exclusive jurisdiction of the English courts for the determination of any question or dispute arising in connection with this Agreement.

If the whole, or any part, of any clause(s) of this Agreement is or becomes invalid for any reason, that invalidity shall not affect the validity of any other provision.

12. Cancellation

No refund policy shall apply to your purchase of the Services. Should you choose not to continue to the end of the Course or Programme for any reason full payment will still be required. Tickets for all events, including training sessions and workshops, are strictly non-refundable. In the event of a cancellation or inability to attend, you may request a transfer to a future event date, subject to availability and our discretion.

In light of our refund policy, no chargeback or threatened chargeback claims from your debit or credit card provider will be accepted by us. If you have any concerns with the Services then you agree to notify us in accordance with this Agreement. If you choose to pursue a chargeback claim without first contacting us then you accept that such action shall constitute a breach of this Agreement and you shall indemnify us for the repayment of any charges, costs or fees imposed on us by your debit or

credit provider or our merchant service provider as a result of your actions, along with our reasonable costs for dealing with the matter calculated at a rate of £100 per hour.

You may end this Agreement by providing us with 14 days' notice. Please remember that no refunds apply and you will still be liable for full payment of the Programme Fee or Course Fee, as applicable, despite any notice of cancellation.

We shall be entitled to limit your access to the Services or suspend, and/or terminate this Agreement with immediate effect and without refund of any Fee, whether paid or remaining due and payable, if we reasonably determine that:

- ❖ you have committed a material breach of any of your obligations under this Agreement; or
- ❖ you have failed to provide payment of any sum due to us as and when it becomes due; or
- ❖ you have become subject to a bankruptcy or similar financial order or proceedings; or
- ❖ you enter into an insolvency arrangement or are otherwise unable to pay your debts; or
- ❖ you cease trading or an administration or similar financial order is made; or
- ❖ you have acted or behaved dishonestly, fraudulently, or in a way which we reasonably consider may have a detrimental effect on our business or reputation or
- ❖ you have failed to positively engage with the Services or impaired the delivery of the Services to you or a Client or
- ❖ you have acted in a way which is abusive or is intended to cause offense to us or a Client and/or
- ❖ you have failed to abide by any term of this Agreement or any other guidance we may provide whether such action constitutes a material breach or not.

Upon termination of this Agreement for any reason:

- ❖ your access to all Course or Programme Services (as applicable), any private social media accounts, any Content, any Private Groups and any other online resources, will be removed, unless expressly agreed otherwise. We will not be liable to you for any claims relating to the removal of that access; and
- ❖ any Fee or other monies owed by you to us will become immediately due and payable; and any terms of this Agreement which either expressly or by their nature relate to the period of time after termination and/or the Services have been delivered, shall remain in full force and effect; and

- ❖ you shall cease to use, either directly or indirectly any Content, our Method or any Confidential Information belonging to us, or provided by us to you and shall immediately return to us or destroy any copies in your possession or control.

How to let us know.

To let us know you want to change your mind, you are required to inform our customer service team directly.

You can email your request to
support@carolinestrawson.com

13.Data Protection

We are registered as a Data Controller with the Information Commissioner's Office (ICO). Registered reference: ZB160629.

We are committed to protecting your privacy and keeping your personal information secure. The lawful basis for most of our activity as a Data Controller will be driven by the mutual intent to create and fulfill a contract with you, which will include a reasonable period during which there is relevant contact and marketing activity. There may be times when there is intent, but a contract is not created with you, and we may still process personal information for marketing purposes within a reasonable period.

We will only request and store the personal information we require to:

- a) provide you with our products and services, including those you may be interested in, or where we are legally obliged.
- b) request and store special category personal information, including health and financial information, when you request a related service or where we are legally obliged.
- c) share information with third parties as set out within our Privacy policy.
- d) use personal information provided to us in accordance with our Privacy policy.

We will keep personal information confidential and secure, in accordance with regulatory and legal frameworks.

We will only share your information with third parties to:

- a) fulfill our contract for product and service delivery.
- b) service and administer financial agreements



c) where you have opted in to receive marketing material from our third parties. Your data may also be used for other purposes for which you give your permission or when required by law.

You have the right to request details of any personal information we hold about you or to withdraw consent to use your personal information in full or in part. For either request contact our support team: tech@carolinestrawson.com

Our full Privacy Policy can be found on our website:

Appendix 1

ICF & CPD Accredited Narcissistic Trauma Informed Coaching Certification - Lifetime access
ICF & CPD Accredited Somatic Trauma Informed Coaching Certification -Lifetime access
Narcissistic Trauma Recovery Programme, Healing Codependency, Regulate, Healing Bundle, Evolution - Lifetime Access
Narcissistic Abuse Specialist - Lifetime Access
The Business Library - Lifetime Access
Masterclass Library and Q&A sessions (past) - Lifetime Access