

# CAROLINE STRAWSON

## **Somatic Trauma Informed Coaching Certification™ Contract & Agreement**

These Terms and Conditions ("the Agreement") govern the delivery of the Somatic Trauma Informed Coaching Certification and Qualification™ ("the Services") by the School of Trauma Informed Positive Psychology LTD, registered in England and Wales under company number 13013927 and whose registered office is at 123 Harvey Drive, Chestfield, Whitstable, CT5 3QY ("We", "Us" ) to you (as defined in Schedule 1 and being, "You" or "Your") (together, "the Parties").

By selecting the checkbox on the checkout page, you hereby confirm your commitment to adhere to the terms and conditions stipulated herein.

### **Introduction**

In accordance with the terms of this Agreement including the Schedules and our privacy notice which can be found at [legal-carolinestrawson.talentlms.com](https://legal-carolinestrawson.talentlms.com), we agree to deliver the Services (together "the Services"), as selected by you at the time of purchase and, as defined below, in exchange for payment of the relevant Fee (as defined below).

### **1. Definition and Interpretation**

**1.1.** For the purposes of this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- Client means an individual who has purchased and/or is accessing the Programme or the Course.
- Client Content means any comments, information, content, photographs or graphics provided to us by a client.
- Confidential Information Means any ideas, know-how, business practices, customer/client details, personal data, materials, therapeutic and coaching tools, content, data, software, documents, resources, video and audio recordings, presentations, downloads, podcasts, workbooks, methods, concepts and techniques, systems, plans, trade secrets, and other confidential and/or proprietary information.
- Content means any materials, information, tools, videos, resources, data, and other content.
- Programme means all the lessons, modules, workbooks, worksheets, textbooks, Q&A sessions and any other course materials you receive.
- Course Fee means the total cost of the Course.
- Course Services means the services which a client purchasing the Course will have access to, as set out in Schedule 1.
- Programme Fee means the total cost of the Programme excluding any additional administration costs or reassessment costs.

- Private Groups means any private online area, membership area or private group including our private Facebook group.
- Programme Services means the services which a Client purchasing the Programme will have access to, as set out in Schedule 1.
- Intellectual Property means any copyright, database right, design right, patent, registered design, service mark, trademark and any application for any of the above whether current or pending and whether in the UK or any other part of the world.
- Personal Data means any information which is capable of identifying another individual as further defined within the General Data Protection Regulation 2016/679.
- Services means the Programme or Course as purchased by the Client.
- Sessions means any interactive group session provided as part of the Services.

## **2. The Services**

**2.1.** By entering into this Agreement, you understand and accept that you are purchasing access to either the Course or the Programme. The details of each Service are as set out on our Website and sales page and will be confirmed in your welcome email.

**2.2.** This Agreement began upon agreeing to our terms and conditions when full or partial payment was made and will continue until the last Session is delivered, unless the Agreement is terminated earlier in accordance with the terms set out within this Agreement, or we agree in writing otherwise.

**2.3.** The Services are designed to be accessed online only and no alternative will be provided. All Sessions will take place via Zoom or other online meeting facility, as we may confirm to you in writing.

**2.4.** Any information, Content, support, materials or guidance we provide as part of the Services is intended for a group audience and should not be relied upon as information personal to you, unless we expressly advise otherwise and it does not constitute legal, medical or financial advice.

Should you require personal or one-to-one support or feel that you require further contact or support from us which is over and above the support provided to you as part of your chosen Service, when this happens separate terms and conditions including payment shall apply.

### **3. Accessing Sessions and Private Groups**

**3.1.** We will confirm the date and time of each Session by providing you with details via email and within the membership portal (TalentLMS) calendar system.

**3.2.** It will be your responsibility to check for emails and posts concerning the scheduling of Sessions. We regret that no alternative or replacement dates or times will be offered if you are unable to attend a Session for whatever reason.

**3.3.** Should we be unable to attend a Session then we will make all reasonable attempts to provide you with as much notice as possible and to reschedule to a mutually convenient time.

**3.4.** It is important to us to ensure that all Clients accessing the Services feel safe and comfortable and therefore we ask you to agree to conduct yourself in a reasonable and responsible manner at all times when using and accessing any of the Services, including Sessions, and not to act in a manner which may cause offense, distress or alarm to any other Client.

**3.5.** When you access any of our Sessions and Private Groups you agree:

**3.5.1.** not to record any Sessions for your personal use or otherwise; and

**3.5.2.** not to share information, whether expressed to be confidential or not, that is shared by another Client; and

**3.5.3.** not to capture or share images of any other Client or that include any other Client without that Client's express permission; and

**3.5.4.** not to use any Private Group or area for any unlawful purpose; and

**3.5.5.** that when accessing any Private Group that you will not upload, post, transmit or otherwise make available content that:

**a)** is by its nature defamatory, libelous, obscene, demeaning or which causes offense to another individual whether intended or not; or

**b)** discloses personal and/or confidential or sensitive information about another person; or

**c)** is threatening or causes us or a Client to feel harassed or in fear; and/or

**d)** is classed as spam.

**3.6.** Should you become aware of any inappropriate behavior, comments or content being shown or displayed within any of our Private Groups, during Sessions or during the delivery of any aspect of the delivery of any of the Services then you agree to notify us as soon as possible.

**3.7.** Where we provide you with access to a private area and you are required to set up an account it shall be your responsibility to:

**3.7.1.** provide the correct information to set up your access to the private area or create your account; and

**3.7.2.** keep your password or any other access information private, safe and secure; and

**3.7.3.** to notify us should you become aware of, or suspect that a third party is aware of your password or access details.

**3.7.4** content posting, emailing and messaging shall be in a polite manner

#### **4. What we expect from you when we work together**

**4.1.** When you purchase any of our Services, you are agreeing that you are over 18, that you are legally capable of entering into a legally binding contract and that all information you provide to us is true and accurate.

**4.2.** Our Services are designed to provide you with information, tools, materials and skills to support you in developing yourself and developing your business, they are not a substitute for counseling or other therapy services and we are not medical or health practitioners. If you are currently

seeking medical or other professional help concerning your mental health, or if you are unsure as to your mental capacity to participate in either the Course or the Programme, as applicable, then you should seek advice from a relevant medical professional and shall not participate in this programme unless you are well enough to do so or have the agreement of your medical practitioner. You irrevocably acknowledge and agree that this is a teaching programme not a healing programme and no relationship of therapist/client shall be inferred or implied as a result of this agreement unless specifically agreed between us in writing.

**4.3.** During your participation in any of the Services you may be exposed to information or situations that trigger deep or otherwise unresolved emotional responses. By using and participating in the Course or the Programme you warrant and agree that you are mentally well enough to do so and that you understand that you are personally responsible for managing your own emotional state. You agree not to hold us liable for any emotional distress experienced as a result of your access to the Services and we reserve the right to terminate your access to them where we have concerns as to your suitability to safely use them. We acknowledge that we cannot exclude liability for death or personal injury caused directly by our negligence.

**4.4.** As part of your participation in the Programme or the Course, you may be required to review and make decisions concerning your personal and home life, business and career, finances, lifestyle, education and development and health and wellness. You accept that any such reviews, subsequent decisions, implementation and action will be your sole responsibility and that we shall not be liable for your failure to make decisions, put into action plans or strategy, or for any results whether direct or indirect arising out of your access to and/or use of the Services.

**4.5.** You shall be responsible for attending the Sessions as agreed and during such Sessions to participate fully, and communicate openly and honestly.

**4.6** Make payments to us as agreed and perform all other obligations set out in this Agreement

## **5. Access and use of the therapy services for case study and volunteer purposes only (applicable to the Programme Clients only)**

**5.1.** As part of the Programme you may be offered the opportunity to benefit from therapeutic services and support as part of a case study and/or volunteering for live demonstrations to aid other practitioner training.

**5.2.** Any therapeutic services that are offered, will be those that Caroline Strawson is qualified and insured to provide. Whilst we are advocates of the benefits that can be experienced through therapy treatments, results can vary and are not guaranteed. The Programme, including any therapy that may be offered or provided to you, is not a substitute for psychological therapy or counseling and you should seek the services of a qualified or licensed professional where such support is required. You will, at all times, remain responsible for notifying us of any medical reason why you should not engage with this Programme or any offered therapies or therapeutic support.

**5.3.** For the avoidance of any doubt you will remain at all times fully responsible for your own health and well-being. Any access to therapeutic support or other products or services are an alternative or complementary form of care and not a replacement to any existing medical treatment that you are undergoing or may require. You agree that should you have any concerns concerning your health, diet, medication or any medical conditions that you will seek the advice of your qualified medical practitioner.

**5.4.** We are not qualified medical practitioners and do not provide medical consultations or advice relating to medical, psychological, psychiatric or health conditions. If you require information or assistance concerning any medical or health related issue, then you should seek the advice of your qualified medical practitioner.

**5.5.** Your purchase of the Programme does not create a client/therapist relationship.

**5.6.** You should not stop taking any medications or undertaking any medical treatments without first speaking to your qualified medical or healthcare provider.

**5.7.** Where you choose to participate in any coaching or therapy activities, or demonstrations offered as part of the Programme then you acknowledge that any decision to participate is voluntary and at your own risk. You agree to inform us if at any time you feel uncomfortable or unsafe with any aspect of the Programme or if you have any concerns with the delivery of the Programme or your ability to use or access the Services.

**5.8** For the avoidance of any doubt you warrant, acknowledge and agree that you are entering into the programme or course solely for business and commercial purposes.

## **6. ICF & CPD Accreditation as a Somatic Trauma Informed Coach™ & CMI Qualification**

**6.1.** As part of the Programme, you will be offered the opportunity to qualify as a Somatic Trauma Informed Coach™ (“STICC”). In order to become a STICC you will be required to undertake certain activities, and assessments to demonstrate your competency.

**6.2.** The certification assessment criteria is as follows:

**6.2.1.** Completion of course lessons; and

**6.2.2.** Completion of practical assessment; and

**6.2.3.** Completion of coaching portfolio.

**6.3.** If you fail to meet the assessment criteria you will be entitled to undertake one further assessment at no additional cost to you. We reserve our rights to charge a fee in respect of our time and to cover administration costs for any further assessment attempts should your first reassessment be unsuccessful.

**6.4.** The decision to certify you as an STICC shall be at our absolute discretion. We make no guarantee that you will successfully achieve the qualification of STICC. Any appeals concerning our decision should be made in writing and emailed to [support@carolinestrawson.com](mailto:support@carolinestrawson.com)



**6.5.** No refunds will be provided where a decision is made not to provide you with the STICC qualification, although we may offer the opportunity to retake the assessment or certain elements of the Programme again at no extra cost if you have fully complied with the Programme, attended all Sessions and have completed all assessments, any such decision will be at our absolute discretion.

**6.6.** We reserve the right to revoke or withhold any certification where payment of the course or programme or any part of it at our absolute discretion.

**6.7.** Following completion of the Programme you will have a period of 3 months during which to complete your assessment and reassessment (where necessary) to achieve your certification as STICC. After this date you will only be entitled to complete your assessment with our express agreement in writing.

**6.8** As part of the programme, you will also receive CPD Accreditation in various aspects on completion of said tasks

**6.9** Qualification Route Time Limit: If you have selected the Qualification route (CMI Level 7), it is imperative to note that you are bound by a strict time frame of 12 months for the submission and successful completion of the Somatic Trauma Informed Coaching Certification module. This module is subject to external assessment and operates on a pass-or-fail basis.

## **7. Compliance with ethical and professional standards**

**7.1.** As part of your access to the Services you will have the opportunity to learn, develop and experience powerful tools and techniques. When learning and using these tools you agree to use them responsibly and ethically.

**7.2.** Should we determine that, in our reasonable opinion, you have acted in a way which is in breach of any relevant ethical guidelines then we shall be entitled to revoke your certification and terminate your access to the Programme or the Course, without refund.

**7.3.** You shall be responsible for ensuring that you comply with all rules, regulations and codes of conduct that apply to your work as a coach or any services that you deliver or intend to deliver and this is your sole responsibility to do this and in no way the responsibility of the Academy.

**7.4.** You shall be responsible for ensuring that you have in place adequate insurance to cover any and all services that you provide.

**7.5.** Following your successful completion of the Programme you will be provided with the opportunity to continue to receive ongoing support and guidance from us. Further details are available upon request.

## **8. Your Purchase of the Services**

**8.1.** Your order and purchase of the Services is a contractual offer that we may choose to accept.

**8.2.** Our welcome email confirms acceptance of your order and our legally binding agreement.

**8.3.** If your order is not accepted, we will notify you by email and provide a full refund.

**8.4.** When we deliver the Services, we agree to do so with reasonable care and skill.

**8.5.** We reserve the right to make changes to the Services, in whole or part, as we reasonably require without notice to you. If we make changes, we will ensure that the Services still match the original description, except where the change enhances the original description. We shall not be liable for any reasonable changes or cancellations that are made to any of the Services.

**8.6** The training dates for Phase 1 Brainspotting are scheduled for September 27th, 28th, and 29th, 2024. Please be aware that should you find yourself unable to attend on these specified dates, we retain the sole discretion to permit deferment to a future date. It is essential to acknowledge that time zone variances will not be considered a valid justification for non-attendance, as the agreed-upon dates and times were confirmed at the point of sale. Consequently, no substitutions or refunds will be provided for non-attendance on the initially scheduled dates.

## **9. Payment terms**

**9.1.** The cost of the Programme or the Course, which is payable by you and the applicable payment methods are as set out in Schedule 1

**9.2.** Time for payment shall be of the essence and shall be made without deduction, set off, or any form of withholding except as is required by law, and cleared payment must be received by us before you are entitled to access the Services.

**9.3.** The Course Fee and the Programme Fee are based upon our knowledge and experience and the time, effort and availability of the Services and are not based on your actual usage and/or level of attendance. You agree and acknowledge that:

**9.3.1.** You shall not be entitled to any form of credit to or deduction from the Course Fee or Programme Fee for any non-attendance or lack of usage of any part of the Services on your part; and

**9.3.2.** The Fee is payable in full and non-refundable.

**9.4.** If you choose to pay by credit or debit card then you authorize us to charge your payment method. If it is rejected, or fails, but you have still received access to the Programme, you agree to provide full payment within 7 days from access to the Programme being provided.

**9.5.** Where you have opted to pay in installments you irrevocably acknowledge and agree that this is not a subscription and that the full price remains payable whether or not you continue to the end of the Course or Programme. If we agree to accept payment by installments, you agree to provide payment of the installments in accordance with the installment plan provided to you at the time of your purchase. You accept that you will remain responsible for providing the installment payments until the Fee has been paid in full. For the avoidance of any doubt for extended payment plans in excess of 12 months should two payments consecutively fail the right to access our installment plan will be revoked and full payment will become immediately due and payable. In the event that full payment is not received within 30 days we reserve the right to take further action and/or withdraw or suspend your access to the course or programme.

**9.6.** We reserve the right to change the Course Fee or Programme Fee at any time. Any changes will not affect the price of your chosen Service where payment has already been made and a welcome email has already been sent.

## **10. Late Payment**

**10.1.** You are responsible for ensuring that payment of the Course Fee or Programme Fee or any installment of the Fees is paid in full and on time in accordance with the payment terms set out on the sales page and payment page at the time of your purchase.

**10.2.** Without prejudice to any other right or remedy that we may be entitled to, where your account is beyond 7 days overdue then:

**10.2.1.** we shall be entitled to withhold access to the Services, including all Sessions and Groups, until payment has been made in respect of the outstanding amount; and

**10.2.2.** interest shall accrue and be added to your account on a daily basis as from the date payment is due until full payment (including accrued interest) is received by us. Interest will be calculated on a daily basis on the outstanding Fee at a rate of 5% over the Bank of England's base rate from time to time until cleared whether before or after judgment.

**10.2.3.** a fixed administration fee of £49 shall be added to your account.

**10.3.** In the event your account is beyond 30 days overdue then we will instruct a collection or legal agent to seek recovery of the Fee along with interest and any accrued costs incurred.

## **11. Refund Policy**

**11.1.** 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.

**11.2.** 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.

## **12. Complaints or Concerns**

**12.1.** We want you to be entirely happy with the Services. In the event you have any concerns, you agree to let us know by email to [support@carolinestrawson.com](mailto:support@carolinestrawson.com) and give us a reasonable amount of time to investigate and respond to the matter.

12.2 Any dispute arising out of or in connection with this Agreement will be dealt with as follows and we agree to act in good faith and aim to reach an amicable resolution as quickly as possible unless it is impossible to do so.

12.3 This dispute resolution process may be initiated at any time by either of us notifying the other in writing that there is a dispute. The notice will include reasonable information as to the details of the issue.

12.4 We will aim to resolve this issue and reach a negotiated settlement as follows;

12.4.1 Within 14 days of service of the notice, we will discuss the dispute with you and attempt to resolve it.

12.4.2 If the dispute has not been resolved within 14 days of the first meeting the matter will be referred to an independent expert or mediator who shall be agreed between us. The expert will be appointed within 14 days and their decision will be final and binding.

12.5 Until each of us have completed the steps referred to in this clause and have failed to resolve the dispute, neither of us will commence formal legal proceedings unless in our reasonable opinion it is impossible to deal with the matter in any other way or the other party is not complying with the provisions of this clause.

For the purposes of this Agreement and the avoidance of any doubt, further action includes stopping payment or making any chargeback or similar claim.

### **13. Cancellation and Termination**

**13.1.** 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.

**13.2.** 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:

**13.2.1.** you have committed a material breach of any of your obligations under this Agreement; or

**13.2.2.** you have failed to provide payment of any sum due to us as and when it becomes due; or

**13.2.3.** you have become subject to a bankruptcy or similar financial order or proceedings; or

**13.2.4.** you enter into an insolvency arrangement or are otherwise unable to pay your debts; or

**13.2.5.** you cease trading or an administration or similar financial order is made; or

**13.2.6.** 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

**13.2.7.** you have failed to positively engage with the Services or impaired the delivery of the Services to you or a Client or

**13.2.8.** you have acted in a way which is abusive or is intended to cause offense to us or a Client and/or

**13.2.9.** 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.

**13.3.** Upon termination of this Agreement for any reason:

**13.3.1.** 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

**13.3.2.** any Fee or other monies owed by you to us will become immediately due and payable; and

**13.3.3.** 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

**13.3.4.** 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.

**13.4.** In the absence of any earlier termination in accordance with this Clause, this Agreement will terminate as set out in Clause 2.2.

## **14. Confidentiality**

**14.1.** It is important to us to create a safe and secure space for everyone accessing our Services and therefore the protection of confidentiality is very important to us. This means that when you disclose Confidential Information to us, we agree not to communicate or disclose it, make it available to others, or use it for our own purposes without your consent, unless provided for in this Agreement.

**14.2.** Where we disclose Confidential Information to you, or where it is disclosed by a Client, you agree that the Confidential Information belongs solely and exclusively to the person disclosing it, and that you will not:

**14.2.1.** disclose, communicate, reproduce or distribute it, or use it for your own benefit, whether personally or commercially, and whether directly or indirectly;

**14.2.2.** use it for any purposes which are unlawful, would cause harm or distress to another person, or would cause damage to our business or reputation.

**14.3.** For the purposes of this Agreement, Confidential Information excludes any information that was already known to us before you provided it, or where it was already in the public domain, created by us, or provided to us separately by someone else without any breach of this Agreement.

## **15. Intellectual Property**

**15.1.** As part of the Services we may provide you with access to Content. Where you purchase the Programme ONLY then along with access to Content we may also provide you with access to our unique coaching methods such as SELF Navigation Mapping™. We take the protection of our Intellectual Property Rights in relation to our Content, Method and Services very seriously. You agree and accept that all Content and our Method remains our confidential and proprietary intellectual property and belongs solely and exclusively to us.

**15.2.** Our Content and Method can only be used by you in connection with your use of the Programme or Course, as applicable, and should not be copied, modified, reproduced, shared, published, disclosed, or used for any reason, whether for commercial gain or not, without our prior written consent and nothing within this Agreement constitutes a transfer of any intellectual property or grant of a license or any right to use unless expressly set out in this Agreement or we have provided our prior written consent.

**15.3.** As part of your purchase of the Services we will grant to you a personal, limited, non-transferable, non-exclusive, revocable license to access, view and use our Content and our Method (for Programme purchases only) on the following terms only:

**15.3.1.** as part of any one-to-one private work that you undertake subject to you having in place strict terms and conditions to protect the use of our



Content and Method from any infringement by your clients or other third parties.

**15.3.2.** as part of any private group work you undertake subject to you ensuring that you clearly reference us as authors and creators of the Content and/or our Method and on the basis you have in place strict terms and conditions to protect the use of our Content and our Method from any infringement by your clients or other third parties;

**15.3.3.** for your private and personal use;

**15.3.4.** as part of your use of the Services for the purposes as intended by this Agreement. Your license becomes valid upon full payment of all relevant Fees, payments and any other monies owing to us and we have the right to withdraw it at any time, without notice where we reasonably believe you are in breach of the terms of the license.

**15.4.** You shall not use our Content, our Method (where applicable), or any of our Confidential Information or Intellectual Property for any other purposes including but not limited to:

**15.4.1.** Teaching or presenting the Method to your clients or other third parties as your own; or

**15.4.2.** as part of your own business or training courses or to create a system, method or training course; or

**15.4.3.** in any lectures, seminars, workshops, webinars, presentations, online programmes or similar; or

**15.4.4.** as if the Method or Content was created or produced by you; or

**15.4.5.** for any other purpose without our express consent in writing.

**15.5.** Where any Content contains intellectual property belonging to a third party, its use will be subject to that third party's terms and you shall be responsible for seeking consent to use it from that third party. For example, you can't use the slides from the programme as protected by IP unless express permission is granted. Nothing contained within this Agreement shall be construed as any form of implied or expressed license or other form of use of that party's intellectual property and we shall not be liable to you in respect of your use or attempted use of any Content that contains material belonging to a third party.

**15.6.** When you purchase the Services, you agree and undertake that from the date of this Agreement that you **SHALL NOT**:

**15.6.1.** copy, reproduce, sell, license, share or distribute any of our Content or our Method, whether during the period of your access to the Services, or at any time thereafter. It is for use with your personal clients

**15.6.2.** record any webinars, online or in-person events, online courses or programmes, videos, Sessions or any Content or information relating to the Method with resources you have been given.

**15.6.3.** infringe any of our copyrights, patents, trademarks, trade secrets or other Intellectual Property rights or any such rights belonging to a Client.

**15.7.** In the event of your breach of your obligations relating to our Intellectual Property (including but not limited to the Content, Method and Services) then:

**15.7.1.** you shall immediately cease and desist the illegal use of our Intellectual Property upon receipt of such notice from us;

**15.7.2.** you agree and accept that damages, loss, or irreparable harm may arise for us due to your illegal use of our Intellectual Property and, in such circumstances, we shall be entitled to seek relief, including injunctive relief against you; and

**15.7.3.** you shall indemnify and keep us fully indemnified for all such damages and losses sustained as a consequence of your breach of this clause 16.

**15.8.** The provisions above shall continue in force notwithstanding termination of the Agreement for any reason.

**15.9** The use of the methods and worksheets are for one to one use **ONLY** unless express permission is met if sharing to a public audience

## **16. Your Personal Data and how we use it**

**16.1.** Personal data for the purposes of this Agreement means any information which is capable of identifying another individual, as further defined within the GDPR.

**16.2.** Any Personal Data you provide to us will be maintained, stored, accessed and processed in accordance with recognised data protection laws

and legislation including the GDPR. We shall only process your Personal Data to the extent reasonably required to enable proper delivery of the Services and shall retain it only for as long as reasonably necessary to allow completion and delivery of the Services and to comply with any legal or regulatory requirements. For full details of how we process, use, collect and store your Personal Data please refer to our privacy notice which can be found at [legal-carolinestrawson.talentlms.com](http://legal-carolinestrawson.talentlms.com)

**16.3.** As part of the delivery of the Services your image may be recorded in photographs, images or screenshots by us or other Clients and shared on social media. By purchasing the Services and agreeing to the terms of this Agreement you are providing your consent for your image to be used. Should you wish to revoke your consent you can do so by emailing us at [support@carolinestrawson.com](mailto:support@carolinestrawson.com)

**16.4.** Our obligations above and as set out in Clauses 15 and 16, shall not apply where it is necessary for us to disclose in connection with legal proceedings, prospective legal proceedings (whether or not in relation to this Agreement) , to allow us to obtain legal advice, where we have been directed to do so by a court or other body of equivalent jurisdiction or where it is necessary because we reasonably believe you are at risk of danger to yourself or others.

## **17. Reviews and Testimonials**

**17.1.** If you choose to share Client Content with us you are granting to us, free of charge, permission to use that Client Content in any way as part of our business services, which shall include advertising and marketing.

**17.2.** When sharing Client Content, you confirm that you have the legal right to share it and that it doesn't infringe any third party's intellectual property or other rights.

**17.3.** If you provide us with a testimonial, review or similar ("Review") then by doing so you consent for us to exhibit, copy, publish, distribute, use on our website or any of our pages, our social media sites or in our advertising and marketing campaigns or email communications, your Review or part of your Review, as we reasonably require to

lawfully promote our business. You can amend your consent at any time by emailing us.

**17.4.** These provisions shall survive termination.

## **18. Non-solicitation and non-competition**

**18.1.** For the duration of your access to the Services and for a period of 24 months afterwards you agree NOT to:

**18.1.1.** canvass, promote or advertise your products or services to any of our Clients, employees, contractors, or any individual who is a member of any of our free groups or is considering purchasing our Services (“Prospective Client”) or use your purchase and access to the Services to canvass, promote or advertise your products or services without our express consent, such consent not to be unreasonably withheld including within Caroline Strawson's groups and Social pages ;

**18.1.2.** solicit or attempt to solicit any of our Clients or Prospective Clients without our express consent, such consent not to be unreasonably withheld;

**18.1.3.** employ, engage or attempt to induce, employ, solicit or entice away from us any of our employees, or contractors that were engaged, employed or contracted to us at any point during the time of your access to the Programme, without our express consent in writing, such consent not to be unreasonably withheld.

**18.2.** You acknowledge and agree that nothing in this Agreement shall prohibit you from providing coaching services to third parties or otherwise engaging in your normal business activities, but you agree that you will not, for a period of 24 months starting from the date of this Agreement, without our written consent, be in any way directly or indirectly engaged or concerned in any business or undertaking where it is or is likely to be in conflict with our business interests or the Services we provide.

**18.3.** For the purposes of this Clause 19, a conflict of interest is deemed to include, without limitation, the creation of or development of a business providing the same or similar Services, or being engaged in any way with

a business delivering services which are the same as or similar to the services that we provide.

**18.4** You acknowledge and agree that the provisions of this clause are reasonable and proportionate in the circumstances to protect the legitimate business interests of the business.

## **19. Liability & Indemnity**

**19.1.** Your purchase of the Services and your compliance with the terms of this Agreement does not constitute or imply any business relationship other than as set out within these Terms and Conditions.

**19.2.** We shall not be liable (whether caused by us, our agents, employees or otherwise) to you for:

**19.2.1.** any indirect, consequential or special damages, losses or costs; or

**19.2.2.** any loss of profits, business, data, reputation or goodwill or any such anticipated losses; or

**19.2.3.** any failure to deliver the Services where we are prevented due to a reason beyond our reasonable control; or

**19.2.4.** any losses arising from your choice of Service requested or your use of the Programme or Course once delivered.

**19.3.** Should you incur damages due to our default or breach, our entire liability is limited to the amount of the relevant Fee paid by you at the time loss is sustained. You agree and acknowledge that this term is fair and reasonable given the nature of this arrangement and the provision of the Services.

**19.4.** Nothing in this Agreement shall limit or exclude our liability for death or personal injury caused by our negligence or for any fraudulent misrepresentation.

**19.5.** You agree to indemnify and hold us harmless for any action taken against us due to your violation or disregard of:

**19.5.1.** any of the terms of this Agreement;

**19.5.2.** your use or participation in any way in any way with the Services.

**19.6.** In order to protect the legitimate business interests of the business whether during the term of your access to the Services, and at any time

thereafter, you agree to take no action which is intended, or would reasonably be expected, to harm us, our agents, employees, contractors, or Clients, or our or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to us, our agents, employees, contractors, or Clients and furthermore not to say anything which may be harmful to our reputation whether defamatory or otherwise.

## **20. Guarantee & Disclaimers**

**20.1.** When purchasing the Services you will have access to the services, Content, Method (where applicable), people and support all designed to benefit you but it is your responsibility to take action and implement the necessary information received and/ or the skills or tools shared. You acknowledge and agree that the level of success likely to be obtained from accessing the Services is entirely dependent on you implementing our advice and your application of the ideas and techniques we share.

**20.2.** We have made every effort to accurately represent the Services. Any testimonials and/or examples of results experienced are for information purposes only and are not intended to represent or guarantee that anyone will achieve the same or similar results.

**20.3** You acknowledge and agree to the fullest extent possible that as with any business endeavor, there is an inherent risk of loss of capital and we make no guarantee, representation or warranty with respect to the Services provided and any advice provided is in no way a substitute for other professional advice that may be required from time to time. For the avoidance of any doubt we do not provide medical, financial or legal advice.

## **21. Notice**

**21.1.** Where reference in this Agreement is made to the provision of a notice then any such notice shall be validly served if sent by email to the address of the other party as set out in this Agreement and shall be deemed served upon receipt of a valid delivery notification, if prior to 5pm UK time, or at 9am the following business day.

**21.2.** All notices should be sent to us at support@carolinestrawson.com

**21.3.** It shall be your responsibility to notify us if your email address changes.

## **22. General**

**22.1.** The failure of either one of us to actively enforce any provision of this Agreement shall not prevent that party from subsequently seeking to enforce any term or obligation of this Agreement and any such failure shall not constitute a waiver, diminution or limitation of any right.

**22.2.** In the event any provision of this Agreement is deemed to be invalid, or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.

**22.3.** This is the entire agreement between us and supersedes all other negotiations, drafts, correspondence and discussions prior to the execution of this Agreement.

**22.4.** Every effort will be made to deliver the Services in accordance with this Agreement but we shall not be liable for any delay or failure in provision of the Services should we be prevented or delayed due to any act, event, omission or accident beyond our reasonable control. ("Events"), including but not limited to any of the following: an act of god (which shall include but not be limited to fire, flood, earthquake, windstorm or other natural disaster), extreme adverse weather conditions, disease, epidemic or pandemic, strike, industrial action, lock out, lockdown, war or threat or preparation for war, civil war, civil commotion, riot, armed conflict, imposition of sanctions, embargo, terrorist attack, nuclear, chemical or biological contamination or sonic boom, explosion, delays in transit, malicious or accidental damage, collapse of building structures or failure of plant or machinery, loss at sea, any act or omission of a telecommunications officer or third party supplier of services, the expiry of any transition or implementation period agreed with the European Union during which European Union law is applicable to and in the United Kingdom, or any other circumstances beyond our control. Should an Event occur then time of delivery of the Services shall be extended until

a reasonable time after the Event preventing or interfering with the delivery, and under no circumstances will we be liable for any loss or damage suffered by you as a result thereof.

**22.5.** Where an Event arises, we will provide you with a notice in writing sent to the email address you provide to us, setting out the nature and extent of the Event and any steps we are taking to mitigate the impact and effect.

**22.6.** Should the Event continue for longer than 6 months then either one of us shall be entitled to terminate this Agreement by providing the other with 14 days' notice in writing. Termination in these circumstances shall be without prejudice to the rights of the parties in respect of any breach of the Agreement occurring prior to termination. Any refunds will be considered at our discretion.

**22.7.** This Agreement is formed in the United Kingdom, our principal place of business and this Agreement and the rights of the parties to this Agreement shall be governed by the laws of England and Wales. The Parties to this Agreement submit to the exclusive jurisdiction of the Courts of England and Wales and the laws from time to time in force.

**22.8.** You agree that no other representations have been made by us to induce you into entering into this Agreement and no modification to the terms of this Agreement shall be effective unless in writing and signed by both parties.

**22.9.** Save as provided for in clauses 16.6.3 and 20.6 the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

**22.10.** You acknowledge and agree that you have been given sufficient time to seek legal advice prior to entering into this Agreement.

**22.11.** By selecting "yes" to the agreement checkbox, which may include an electronic tickbox, you are unequivocally affirming your complete comprehension of the information provided above and your wholehearted agreement with it.



This Agreement began when you agreed to the terms and conditions on the checkout page of the sales process and will continue until the last Session is delivered, unless an extension is agreed in writing by us or the Agreement is terminated earlier in accordance with the terms set out within this Agreement.

## **Schedule 1:**

### **Course Services:**

Subject to the Fee being paid by the Client, the Course shall be delivered as follows:

- 1. Somatic Trauma Informed Coaching Certification - ICF & CPD modules or ICF, CPD & CMI Modules.**
- 2. Lifetime Access to private Membership area containing workbooks, resources and lesson recordings;**
- 3. Access to private Facebook community- optional**
- 4. Email access to us, for the duration of the Course, subject to a maximum weekly limit of 30 minutes per week. We agree to use out best endeavors to respond to all emails within 48 hours (Monday to Friday);**
- 5. Weekly Certification Q&A Sessions during Term time only.**

For the purposes of this Agreement, lifetime access shall mean the period during which the Course and Programme are available for purchase through our Website and will mean no less than 24 months.

### **Payment Terms:**

#### **Programme Fee -**

The Programme Fee payable by you to us for delivery of the Programme is

set out in the table below and was agreed and selected at point of sale on the website.

<b><u>GBP</u></b>	<b><u>PIF</u></b>	<b><u>12 month</u></b>	<b><u>24 month</u></b>
SICC Without Qualification	£1,997.00	£187.00	£97.00
STICC With Qualification	£2,297.00	£217.00	£117.00
<b><u>USD</u></b>	<b><u>PIF</u></b>	<b><u>12 month</u></b>	<b><u>24 month</u></b>
SICC Without Qualification	\$2,597.00	\$237.00	\$127.00
STICC With Qualification	\$2,997.00	\$267.00	\$147.00

Payment must be made via Stripe. Payments will be processed by the School of Trauma Informed Positive Psychology Ltd. You are responsible for checking any terms and conditions relating to the way Stripe will process your payment and any personal data you provide to them.

In accordance with terms of this Agreement, when you purchase the Programme you are agreeing to provide full payment of the Programme Fee and if you choose to provide payment of the Programme Fee by installments you will remain responsible for payment of the Programme Fee until it is paid in full.

Where you choose to provide payment of the Programme Fee by installments, then your payments will be due in accordance with the installment plan option you select at the time of purchase. The installment plan details are also set out below. In the event of a breach of the installment arrangement then you acknowledge that you will lose the right to pay by installments and full payment will become immediately due and payable unless otherwise agreed by us.

Payment for this service via installment will occur on the same day each calendar month. Your billing cycle and subsequent payment date shall align with the day on which you initially signed up. To illustrate, if your

initial payment was made on the 3rd day of the month, all subsequent payments will be scheduled for the 3rd day of each ensuing month.

If there is a conflict between the information contained on our payment check out page and the information above then you shall be responsible for notifying us of the conflict so that we can confirm the correct payment terms. Otherwise, where a conflict exists the terms set out below shall take priority.

To indicate your acceptance of the above, confirm by ticking the terms and conditions box at checkout.

**Full Name**

**Signature**

**Date**

**Address:**

**Contact Number:**

Caroline Strawson

Caroline Strawson

**Full Name**

**Signature**

**Date**