

Standard Terms for the: Elevate Masterclass

1. AGREEMENT TO THE TERMS AND CONDITIONS

These Terms and Conditions constitute a legally binding agreement between you and Georgina Noel concerning your access to and use of the: Elevate Masterclass.

You understand, acknowledge, and accept that by accessing this Website, you are bound by all of these Terms and Conditions presented to you in this very agreement. By using our Website or by clicking to accept or agree to the Terms and Conditions when and if this option is made expressly available to you, you accept and agree to be bound and abide by these Terms and Conditions.

These terms and conditions apply to Services provided by Georgina Noel. You may contact us on hello@georginanoel.com. These terms and conditions apply to the sale of any membership, Online Course and any products created by Georgina Noel. Please read these terms and conditions carefully before purchasing a membership, Online Course and Taught Course and print off a copy for your records.

For purchases via our website, by clicking on the “Accept” button you agree to the terms of this agreement which will bind you. If you do not agree to these terms and conditions you must cease to continue to purchase any Services from us.

2. Terms and Conditions

1. Definitions

“Confidential Information” means information provided by one party to the other in written, graphic, recorded, machine readable or other form concerning the business, clients, suppliers, finances and other areas of the other party’s business or products,

including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

“Membership” means online access to a specific website/hosting platform or group. As a free member, you will access to free downloadable and visual resources, as a paid member, you will have access to a wider range of materials

“One off individual products” refers to products/services purchased individually and paid for as a one off but independently of the membership or as an add on to the membership.

“Course Materials” means the information provided by Georgina Noel to accompany a course provided as part of the Services in hard copy or electronic form.

“Fees” means the fees paid by you to Georgina Noel or the Services.

“Intellectual Property Rights” means copyright, rights in or relating to databases, patent rights, performers’ rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

“Online Course” means the delivery by us of an online course pursuant to which you learn course materials remotely.

“Services” means the provision of the Online Course and/or the Taught Course and/or the Course Materials or Membership /other products accessed together with such other services as agreed from time to time and purchased by you through the Website. It may also include a membership subscription.

“Taught Course” means a course taught by us in a classroom setting to which you attend in person or via video.

2. The Services

2.1. A description of the Services together with the dates on which the Services will begin are available on our [Website](#). We will provide the Services with reasonable care and skill in accordance with the description set out on the Website.

2.2. We reserve the right to vary or withdraw any of the Services described on the Website without notice.

2.3 We expect you to confirm that the Services you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of any of the Services.

3. Ordering Services

3.3. When you place an order for a Service via the Website by way of a landing page, or other ads, you are offering to purchase the Services on these terms and conditions. Georgina Noel reserves the right to cancel or decline your order or any part of your order at any time until it has been confirmed in accordance with clause 3.5 below.

3.4. Following receipt by us of your order for Services via the Website or other form of contact, we will contact you confirming receipt of your order.

3.5. A legally binding agreement between us and you shall come into existence when we have :

- (a) accepted your offer to purchase Services from us by sending you an email confirming the purchase; and
- (b) received payment of the full relevant fees from you for a specific product, course or membership belonging to Georgina Noel.

4. Cancellation and Variation

4.1. Subject to clause

4.2 below, where we have accepted / confirmed the Services being purchased by you and formed a legally binding agreement with you in accordance with clause 3.5 above, then you are permitted within 14 days a cooling off period starting on the day after the date we have concluded our agreement in accordance with clause 3.4, to cancel your purchase of the Services.

4.2. If you have purchased our membership access/online course/products and have already accessed, downloaded all or part of the website/ or online Course then you shall have no right to cancel your order.

4.3 If you terminate this Agreement within 15 days before the commencement of training and/or assessment, or after the training and/or assessment has commenced, Georgina Noel shall be entitled to make a cancellation charge equal to the full Agreement fee.

4.4. Notwithstanding clause 4.1 there is no other right to cancel or vary your purchase of Services and any other cancellation and / or variation of course dates will be at the entire discretion of Georgina Noel.

5. Fees

5.1. The Fees for the Services shall be as set out on the Website at the time you placed an order for them.

5.2. Unless otherwise specified at the time you purchase the Services the Fees are inclusive of GST, the cost of some Course Materials and any delivery costs payable in respect of the delivery of Course Material to you. Each of these costs will be set out in the Website or told to you over the telephone prior to your purchase the Services.

5.3. Save where specifically stated otherwise on the Website, all Fees shall be exclusive of any amounts payable to any professional body for registration. These are payable by you directly to the relevant professional body

5.4. Fees for the Service selected by you on the Website shall be paid to paypal at the time of purchase. Fees must be paid in full prior to you attending any Taught Course or accessing any Online Course. In the case of payment plans, you are responsible for timely payment of any product, course or membership hosted by Georgina Noel.

5.5. Any fees charged by your debit or credit card or bank provider in connection with your purchase of Services are for your own account and Georgina Noel shall not be responsible for these.

5.6. You shall be responsible for all costs you incur in connection with your attendance at any Taught Courses or your access onto any Online Course/membership . We shall not take any responsibility for you failing to access our services.

6. Liability

6.1. No part of the provision of the Services shall be deemed to be, nor is it intended to be, nor should it be taken to be, the provision of professional or personal advice.

6.2. Although Georgina Noel aims to provide the Services to the highest standards of the industry, neither it, nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the programmes or Course Materials and any reliance by Client on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.

6.3. Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties or other terms shall apply to the Services. Subject to clause 6.5 no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

6.4. Subject to clause 6.5 below, Georgina Noel's total liability arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the Service (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Fees received by us in connection with the relevant Online Course or Taught Course in relation to which a dispute has arisen.

6.5. Nothing in this Agreement shall exclude or limit Georgina Noel's liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation or (iii) any other matter which under English law may not be limited or excluded.

6.6. No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by us.

7. Intellectual Property

7.1. All Intellectual Property Rights in the Course Materials, Online Courses and the speeches made by trainers at the Taught Courses are, and remain, the intellectual property of Georgina Noel or its licensors, whether adapted, written for or customised for the Client or not.

7.2. You are not authorised to:-

(i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission;

(ii) record on video or audio tape, relay by videophone or other means the Online Course or Taught Course given

(iii) use the Course Materials in the provision of any other course or training whether given by us or any third party trainer;

(iv) remove any copyright or other notice of the Georgina Noel on the Course Materials;

(v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses.

Breach by you of all the above shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online Courses.

8. Confidentiality

8.1. Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions, and shall return it on demand and not retain copies of it.

8.2. Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

8.3. This clause shall continue notwithstanding termination of these terms and conditions.

9. Termination

9.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect in the event that you:

- a. fail to pay when due your Fees;
- b. act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee of Georgina Noel, any teacher or lecturer who provides the Taught Courses or any student who attends any Taught Course;
- c. cheat or plagiarise any work which you are required to prepare or submit in connection with the Services
- d. steal or act in fraudulent or deceitful manner towards us or our employees or any other students who may be on our premises or attending our Taught Courses;
- e. intentionally or recklessly damage our property or the property of our employees or other students attending our premises;
- f. are intoxicated through alcohol or illegal drugs while on our premises;
- g. commit any criminal offence committed on our premises or where the victim is our employee or student;
- h. are in breach of these terms and conditions.

9.2. On termination clause 6 (liability), 7 (intellectual property rights), 8 (confidentiality) and 10 (restrictions) shall continue notwithstanding such termination.

10. Assignment

Any Services provided by us under these terms and conditions are personal to you and cannot be transferred or assigned to any other person.

We shall be entitled to assign these terms and conditions to any other company without prior notice to you.

11. Entire Agreement

These terms and conditions are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

12. Force Majeure

Georgina Noel shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation.

13. Assignment

We may assign, transfer, sub-contract any of our rights or obligations to any third party at our discretion.

14. Data Protection

14.1 The nature of the Services provided by us means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Services you agree to this Use.

14.2 When you register with us you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to

contact you, provide you with details of the Services you have purchased and otherwise as required during the normal provision of the course.

14.3 We may also use the above Data, and similar Data you provide us in response to surveys, to aggregate user profiles and, unless you click on the relevant button on the Registration Form, provide you with communications. We will not pass any personal data onto anyone outside of Georgina Noel.

14.3 To enable us to monitor and improve our Services, we gather certain aggregated information about you, including details of your operating system, browser version, domain name and IP address, the URL you came from and go to and the parts of the Website you visit.

14.4. We use information such as your User ID, session identifiers and password to enable us to identify whether you are using our services, assist with the provision of services and to ensure that you have access to relevant products. We will only read cookies from your cookie file placed there through your web browser's interaction with the Website.

14.5. Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

14.6. Georgina Noel endeavours to take all reasonable steps to protect your personal Data including the use of encryption technology, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

14.7. Georgina Noel may supplement the information that you provide with information we receive from third parties,

14.8. If you wish to change or update the data we hold about you, please contact us at

15 Georgina Noel Website

15.1 Permission to use Documents (such as press releases) from the Services is granted, provided that (1) use of such Documents from the Services is for informational, personal and non-commercial use only and will not be copied or posted on any network

computer or broadcast in any media, and (2) no modifications of any Documents are made.

All images used on this site are owned by Georgina Noel or used with the express permission of the owner.

16.Images/photos

16.1 When joining an taught or online course, you give express permission to Georgina Noel to take photos, videos, recordings for the purpose of the taught or online course. You give irrevocably permission for Georgina Noel to copy or publish these recordings/images for the purpose of publicizing Georgina Noel's services. You waive any right to inspect or approve the finished product, including written copy, apart from 16.2 .

16.2 You are allowed to opt out of this agreement, 16.1 by specifying in writing that you do not want some or all images including videos and recordings to be used for Georgina Noel's services.

We may amend the T and C above policy from time to time. Please check on a regular basis for changes.

17. Law and Jurisdiction

This Agreement is subject to English law and the parties submit to the exclusive jurisdiction of the English courts in connection with any dispute hereunder.

18. Your agreement to our Terms and Conditions also means that you are agreeing to our [Privacy policy](#). To get a complete picture of our privacy rules, our data collection and processing guidelines, and your rights in regard to these collected data, read our full Privacy Policy hyperlink to put Our Privacy Policy governs the areas of data collection, data processing, and data retention.

Notices

You can contact us by any of the following methods and we actively ask you to contact us to resolve any problems/disputes.

Email: hello@georginanoel.com