

TERMS & CONDITIONS

Terms and Conditions for Catherine Withers, Burnout Practitioner:

1. Introduction

1.1. These Terms and Conditions ("Terms") along with our privacy notice and disclaimer, available at www.theburnoutpractitioner.com (the "Website") set out the basis on which we provide access to our Website and the provision of any Services to you through our Website and/or our associated social media channels. When you access, visit or use our Website or purchase any of our Services you agree to be bound by them. If you do not intend to be bound by them then you should not visit or Website or purchase our Services.

1.2. If you purchase a particular coaching programme or other bespoke service then you may be asked to agree to separate terms and conditions which are specific to that product or service. Should a dispute or conflict arise then any separate terms that are agreed will take priority over these Terms.

2. Accessing our Website

2.1. Our Website is intended for individuals over the age of 18.

2.2. Access to our Website is provided free of charge on an 'as available' basis and we shall not be liable if you're unable to use or access it for any reason.

3. The Services

3.1. We provide business and personal development and support through online and self-study courses, workshops, and coaching and mentoring sessions and programmes ("the Services"). Further details of our Services can be found on our Website and social media channels.

4. What you agree when you purchase our services

4.1. When you purchase any of our Services, you are confirming 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. You agree to keep your access to the Services private, and not to share, disclose, assign, sell or licence any part.

4.3. During your access to the Services, you may choose to review and make decisions concerning your personal and home life, business and career, finances, lifestyle, education and development or 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.

4.4. You acknowledge that the Services are designed to provide you with information, materials and support to assist you in developing yourself or, where applicable, your business and they are not a substitute for counselling or other therapy services. If you are currently seeking medical or other professional help concerning your mental health, or if you're in any way

unsure as to your mental capacity to use the Services then you agree to seek advice from a relevant medical professional and inform us if appropriate and relevant.

5. If you purchase a one-to-one session:

5.1 A schedule of the date and time for your Session will be agreed with you and you will be responsible for attending the Session at the scheduled date and time and participating fully, openly and honestly. Booking usually will take place via a link to an automated booking system provided by Catherine Withers.

5.2 The session will take place remotely via Google Meet or other online meeting facility and you will be responsible for ensuring that you have in place all necessary resources to enable you to access the Service.

5.3 If you are unable to attend your scheduled Session then you will be responsible for contacting us to cancel your Session via simplyenough@outlook.com. You will be able to cancel and reschedule your Session up to 48 hours before the scheduled Session start time. If you fail to cancel your Session within this time then you forfeit the right to that Session. Or, we may choose to charge a cancellation fee of £50. Any cancelled Sessions must be rescheduled and take place within 14 days from the date of the cancelled Session subject to our availability, unless we agree otherwise.

5.4 We respect your time and would ask that you respect ours too. On this basis, if we are waiting for you to join a scheduled Session for more than 15 minutes from the scheduled start time, we reserve the right to treat you as a no-show and in that situation you will forfeit your right to that Session or be charged a cancellation fee of £50.

5.5 Should a situation arise where we need to reschedule a Session then we will make all reasonable attempts to provide you with as much notice as possible and to reschedule the Session to a mutually convenient time.

5.6 Should you require any further contact or support in addition to the Session, then such contact will be in addition to the Services agreed and a further agreement will need to be arranged with separate terms for payment.

6. Access to groups and sessions

6.1. If the Service you purchase include group calls, meetings or one-to-one sessions (together "Sessions"), we will deliver the Session(s) by online meeting facility or telephone and we will confirm the date and time by email.

6.2. You will be responsible for attending any Session(s) included with the Service that you purchase. We regret that no alternative or replacement dates or times will be offered if you are unable to attend a Session for whatever reason.

7. Your responsibility to others

7.1. To ensure everyone accessing our Website, social media channels and groups and our Services feels safe and comfortable, we ask you to agree to conduct yourself in a reasonable and responsible manner at all times when accessing any of our public or private groups or channels, Services, including

Sessions, and not to act in a manner which may cause offence, distress or alarm to others.

7.2. When you access any of our groups, Services or Sessions, you agree:

7.2.1. NOT to use your access for any unlawful purpose;

7.2.2. NOT to record any part, for your personal use or otherwise;

7.2.3. NOT to capture or share images of any other person or that include any other person without that person's express permission;

7.2.4. NOT to upload, post, transmit or otherwise make available content that
a) is by its nature defamatory, libellous, obscene, demeaning or which causes offence to another individual whether intended or not;

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

c) is threatening or causes another individual to feel harassed or in fear; and/or

d) is classed as spam.

7.3. In the event you are deemed by us to have acted or be acting in a way which is disruptive, or which causes offence, distress or alarm, to another person, then you will be excluded from the group or Session. Following such removal and exclusion, we shall arrange a meeting with you to discuss the matter and to determine whether you will be removed and/or excluded permanently. Such decision to be at our absolute discretion.

7.4. If you become aware of any inappropriate behaviour, comments, or content being shown or displayed within any of our groups, on our Website, or during the delivery of any of our Services you agree to notify us as soon as possible.

8. Your purchase of our services

8.1. Your purchase of any Service is a contractual offer that we may choose to accept. Our legally binding agreement begins when we confirm acceptance by sending our welcome email.

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

8.3. Details of our Services can be found on our Website and social media channels. The Service you purchase shall be delivered in accordance with the details displayed on the Thrive Cart checkout page at the time your purchase is made.

8.4. If your purchase includes digital content or other content available for immediate access or download, then when you place your order you will be asked to accept that you wish to receive immediate access and that you understand that you will lose your right to cancel this agreement other than as set out within these terms and conditions.

9. Payment and Charges

9.1. The purchase price for your chosen Service is as set out on the online page at the time of your purchase ("the Fee").

9.2. Time for payment of the Fee 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 we must receive cleared payment before you are entitled to access the Service.

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

9.4. If we agree to accept payment of the Fee by instalments, then you agree to:

9.4.1. set up a direct debit or similar payment process to cover your instalment payments; and

9.4.2. provide payment of the instalments as and when they fall due in accordance with the instalment plan agreed at the time of purchase.

You accept and understand that you will remain responsible for providing the instalment payments until the Fee has been paid in full.

9.5. We reserve the right to change our Fee at any time. Any changes will not affect the price of Services where payment has already been made and a welcome email sent.

9.6. If you purchase Services on a monthly subscription basis then you will be liable to make payment every month until you cancel your subscription in accordance with these Terms. You authorise us to request payment of the monthly amount from your chosen payment method on a rolling monthly basis.

9.7 If you are claiming funding for any service or programme with Catherine Withers such as Access To Work you are liable to pay for the service in full regardless of the outcome of the claim.

10. Late Payment

10.1. Without prejudice to any other right or remedy that we may be entitled to, where payment of the Fee is beyond 7 days overdue then:

10.1.1. we will be entitled to withhold delivery of Services until payment is up to date;

10.1.2. We will add interest to your account on a daily basis from the date payment is due until full payment (including accrued interest) is received. Interest will be calculated on the outstanding Fee at a rate of 8% over the Bank of England's base rate from time to time; and

10.1.2. any discount or other agreed promotional price change to the Fee will cease to apply and you will be responsible for payment of the full Fee amount.

10.1.3. If your payment is beyond 30 days overdue, we shall be entitled to instruct a collection or legal agent to seek recovery of the outstanding amount along with our reasonable costs incurred in taking such action.

11. Refund Policy

11.1. No refund policy shall apply to your purchase of the Service, including any deposit payment, save where a fault is found to exist.

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 Service then you agree to notify us in accordance with these Terms. If you choose to pursue a chargeback claim without first contacting us then you accept that such action shall constitute a breach of these Terms 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 the our reasonable costs for dealing with the matter calculated at a rate of £100 per hour.

12. Cancellation and Termination

12.1. You shall have the right to cancel your access to any Service by providing notice to us by email to simplyenough@outlook.com In accordance with Clause 10, despite cancellation, you will not be entitled to a refund unless clause 12.2 applies.

12.2. Upon cancellation or termination pursuant to these Terms, all payments (including any future instalments) in respect of the Fee shall become immediately due and payable.

12.3. We reserve our rights to terminate our agreement and your access to the Services, with immediate effect, if you:

12.3.1. commit a material breach of your obligations under these Terms; or

12.3.2. fail to provide payment of any sum due to us as and when it becomes due;

12.3.3. become subject to a bankruptcy or similar financial order or proceedings affecting your or, where applicable, your business;

12.3.4. act or behave in a way which we reasonably consider may have a detrimental effect on our business or reputation;

12.3.5. fail to positively engage with the Services or impair the delivery of the Services; or

12.3.6. fail to abide by any of these Terms or any other guidance we may provide whether such action constitutes a material breach or not.

12.4. Upon termination for any reason:

12.4.1. all terms which either expressly or by their nature relate to the period after the Services have been delivered or terminated shall remain in full force and effect; and

12.4.2. you will no longer be entitled to access or use any private groups, Sessions, or Content, unless we have expressly agreed in writing otherwise; and

12.2.3. you shall cease to use, either directly or indirectly any Content and/or Confidential Information belonging to us and shall immediately destroy or return to us any copies in your possession.

13. Complaints or Concerns

13.1. If you have any concerns about our Website or our Services, you agree to let us know by email to simplyenough@outlook.com and give us a reasonable amount of time to investigate and resolve your concerns before

you take any further action. For the purposes of this clause further action includes stopping payment or making any chargeback or similar claim.

13.2. If you experience a fault or other issue with our Service please let us know immediately by email to simplyenough@outlook.com We shall use our best endeavours to remedy the fault and where we are unable to fix it then you may be entitled to a full or partial refund. For further information concerning your rights as a consumer please contact your local Citizens Advice Bureau.

14. Confidentiality

14.1. It's important to us to create a safe and secure space for everyone accessing our Website, our groups and our Services and that is why we agree that when you disclose Confidential Information to us, we will not communicate or disclose it, make it available to others, or use it for our own purposes without your consent.

14.2. If we disclose Confidential Information to you, or where it is disclosed by another individual accessing our Website, our groups or our Services, you agree that the Confidential Information belongs solely and exclusively to the person disclosing it and that you will not share it or use it in any way other than as part of your use of the Services as intended by these Terms and Conditions.

14.3. For the purposes of these Terms, Confidential Information shall mean ideas, know-how, business practices (where applicable), customer/client details, concepts and techniques, plans, trade secrets, personal information and other confidential and/or proprietary information ("Confidential Information"). It 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 these Terms.

14.4. If we provide you with access to materials, information, resources, data and/or other content as part of your use of our Website or your purchase of our Services ("Content"), you agree to only use it in connection with your use as intended by these Terms or the Services and not to copy, disclose, share or otherwise use it for any commercial reasons without our express consent.

14.5. Our obligations shall not apply where it's necessary for us to disclose in connection with legal proceedings, prospective legal proceedings, to allow us to obtain legal advice, to deal with any payment disputes with third party providers, where we have been directed to do so by a court or other body of equivalent jurisdiction or where we reasonably believe you are at risk of danger to yourself or others.

15. Our Intellectual Property

15.1. We take the protection of our Intellectual Property Rights in relation to our Website, Content and Services very seriously. When you purchase any Services, we will grant to you a personal, limited, non-transferable, non-exclusive, revocable licence to access, view and use any Content we

provide to you solely for the purposes as intended by the Services and these Terms. All other uses are strictly prohibited.

15.2. When you purchase our Services you agree and undertake that from the date of purchase that you WILL NOT:

15.2.1. copy, reproduce, sell, licence, share or distribute any of our Content, whether during the period of provision of the Services, or at any time thereafter;

15.2.2. record any webinars, online or in-person events, videos, Sessions or any Content;

15.2.3. infringe any of our copyrights, patents, trademarks, trade secrets or other intellectual property rights or any such rights belonging to another individual accessing the Services.

15.3. All content displayed on our Website and on or within our social media channels, which includes, but is not limited to, website design and layout, text, images, logos and graphics, video, data, code, audio, document files, software and any other resources and information ("Materials") belongs to us and all copyright, moral ownership and any other intellectual property rights that arise and/or exist within those Materials (and any and all derivatives of it) is owned exclusively by or licensed to us and is protected by intellectual property laws applicable to the United Kingdom. When you access or use our Website you agree not to copy, reproduce, amend, repost, share, publish, distribute, rent, sell or store any of our Materials or assist others in carrying out any such activities without our express written permission.

15.4. 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. Nothing contained within this Agreement shall be construed as any form of implied or expressed licence 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.

15.5. In the event of your breach of these obligations then damages, loss, or irreparable harm may arise and, in such circumstances, we shall be entitled to seek relief, including injunctive relief against you.

15.6. The provisions above shall continue in force notwithstanding termination for any reason.

16. Your Personal Data and how we use it

16.1. Personal data in these Terms means any information which is capable of identifying another individual, as further defined within the General Data Protection Regulation 2016/679 ("GDPR").

16.2. Any Personal Data you provide to us during your use of our Website or social media channels or when purchasing or accessing our Services 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 Website or our Services or to comply with any necessary obligations and shall retain it only for as long as reasonably necessary 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 simplyenough@outlook.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 individuals accessing the Services and shared on social media. By purchasing our Services and agreeing to these Terms 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 simplyenough@outlook.com

17. Access and use of hypnotherapy, the Emotional Freedom Technique (EFT) coaching, NLP, MTE Method and other practitioner services provided.

17.1. As part of your access to our Website, groups or our Services you may have the opportunity to benefit from access to hypnotherapy, EFT, coaching related information or materials.

17.2. Catherine Withers is trained in hypnotherapy, EFT, NLP, More Than Enough Method and is certified and insured to provide such treatment. Whilst we are advocates of the benefits that can be experienced through hypnotherapy, EFT, More Than Enough and NLP treatment, results can vary and are not guaranteed. Any Services that we provide which include EFT, NLP, MTE or hypnotherapy are not a substitute for psychological therapy or counselling and you should seek the services of a qualified or licensed professional where such support is required.

17.3. Catherine Withers is a qualified Qi Kong practitioner and may use this physical movement and breath practice in group and one-to-one sessions. You undertake to inform her of any health issues so the session can be tailored to your needs but remain fully responsible for your participation and well-being.

17.4. At all times during your access to our Website, groups or Services you remain fully responsible for your own health and well-being. Any access to hypnotherapy 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.

17.5. 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.

18. Acceptable Use of our Website

18.1. You may only use and access our Website and our social media channels in a way which is lawful and in accordance with these Terms and in particular:

18.1.1. you must ensure that you comply fully with any applicable local, national and international laws, guidance and regulation;

18.1.2. you must not use our Website or other social media channels in a way which is unlawful and/ or fraudulent;

18.1.3. you must not use our Website or any of our social media channels to transmit data that contain any form of virus, malicious software or code which is designed to cause damage or could have an adverse effect on any computer hardware or software;

18.1.4. you must not use our Website or any of our social media channels in any way that will, or is intended to, cause upset, distress or harm to any individual in any way;

18.1.5. you must not try to gain unauthorised access to our Website or any social media channels or any computer hardware or software connected to our Website;

18.1.6. you must not use our Website or any of its content for any commercial purposes or benefits without first obtaining our express written permission or licence if applicable;

18.1.7. you must not use our Website for any purposes which are unlawful, would cause harm or distress to another person, or would cause damage to our business or reputation.

18.2. You are permitted:

18.2.1. to view the Website in a web browser;

18.2.2. to download or print any free resources which are explicitly marked suitable for download;

18.2.3. to download the Website or parts of it for caching;

18.2.4. to post to our Website or social media channels where such posting is permitted. In such cases, posting shall include but not be limited to, posting your original content, commenting on posts or in response to emails, commenting on social media live streams or videos. Where you choose to post any information on our Website or social media channels you are representing that you are at least 18 years of age. We shall not be responsible for reviewing or confirming the accuracy of any Content posted by you.

18.3. In the event of any breach of this clause, we reserve our right to immediately terminate your use and access of our Website along with the immediate termination of any services which you may have purchased from us, without refund. You will also be required to destroy any copies of Content which you hold. We also reserve the right to take action in respect of your breach to the full extent of the law.

18.4. Where we offer a free resource on our Website or through our social

media channels, whether this is offered as a free gift or in exchange for your personal information, by viewing or downloading that free resource you accept and understand that it is only to be used for your own personal benefit and should not be copied, altered, distributed or otherwise shared.

18.5. Where you choose to post as set out above, you agree that you will not post any content or information which could cause damage, harm, upset or distress to another user of our Website or social media channel or that may cause damage to our business or reputation. In the event it is determined that you have posted any content or information in breach of this sub-clause then we reserve the right to remove such content immediately, to terminate your access to our Website and/or our social media channels and to take such action as is necessary to the full extent of the law.

18.6. Where you choose to post any content or information as set out above you are also providing us with a full and unlimited, non-exclusive and unrestricted world-wide licence to use, copy, publish, distribute and sell the content you post in whole or in part. By posting you are agreeing to waive your intellectual property rights in relation to the content you post. We are under no obligation to identify you or otherwise credit you as the author of any content which you post and which we may choose to use.

18.7. We reserve the right to suspend or terminate your access to our Website or our social media channels where we determine that you are in material breach of this Clause or any other conditions contained within these Terms. We further reserve the right to disclose your identity to any relevant third party and to take legal proceedings against you for reimbursement of any costs we incur as a result of your breach.

18.8. You may link to our Website provided the following conditions are met:

18.8.1. you have obtained our written permission;

18.8.2. the link is undertaken in a fair manner;

18.8.3. the link is owned by you;

18.8.4. the link is not unlawful and does not damage our reputation or seek to take advantage of it;

18.8.5. the link does not suggest or imply any form of association, partnership, approval or endorsement on our part where none exists; and

18.8.6. you do not use any images, logos, trademarks, branding details or other content displayed on our Website without our express written permission.

18.9. We reserve the right to withdraw our permission to allow links to our Website at any time and for any reason. In the event that we exercise our discretion to withdraw such permission then, upon request, you agree to immediately remove any links to our Website.

19. Reviews and Testimonials

19.1. If you share testimonials, reviews, comments, information, graphics or images ("Client Content") with us you are granting to us, free of charge, permission 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, that Client Content in any way as we reasonably require within our business or to lawfully promote our business. You can amend your consent at any time by emailing us.

19.2. 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.

19.3. These provisions shall survive termination.

20. Non-solicitation and non-competition

20.1. For the duration of your access to the Services and for a period of 12 months afterwards you agree NOT to:

20.1.1. canvass, promote or advertise your products or services to any of our employees, contractors, any individual who has purchased our Services ("Client") or 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; and

20.1.2. not 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 Services, without our express consent in writing, such consent not to be unreasonably withheld.

21. Liability

21.1. Your use of our Website and/or any purchase of our Services and your compliance with these Terms does not constitute or imply any business relationship other than as set out within these Terms.

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

21.2.1. any indirect, consequential or special damages, losses or costs;

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

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

21.2.4. any losses arising from your choice of Service requested or your use of the Services once delivered; or

21.2.5. any losses or damages arising from your use of our Website or the use or reliance upon any Content or other information found on our Website.

21.3. We do not warrant or guarantee that your access to the Services will be:

21.3.1. accessible via your particular hardware or software;

21.3.2. free from interruptions or errors;

21.3.3. free from defects;

21.3.4. suitable for your particular personal situation or circumstances.

21.4. Should you incur damages due to our default or breach, our entire

liability is limited to the amount of the relevant purchase 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.

21.5. Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence or for any fraudulent misrepresentation or limit your legal rights as a consumer (where applicable). If you are a consumer and you'd like further information concerning your legal rights please contact your local Citizens Advice Bureau.

21.6. Our Website and any systems and processes used to deliver the Services are provided on an 'as-is' and 'as available' basis. We shall not be liable for any lack of accessibility to the Services caused by changes, amendments or routine or unexpected maintenance.

21.7. We shall exercise reasonable care and skill to ensure that our Website is free from viruses and any other malicious software. We accept no liability for any loss or damage resulting from a virus or other malicious software or any other event occurring that causes damage to your hardware, software, or any of your data which arises as a result of your use or access to our Website.

21.8. Our Website may contain links to other websites. We are not responsible for these websites and they are not under our control. We have no knowledge of the privacy policies and practices of those sites, their site content, or whether cookies or other tracking devices are used and therefore we do not accept responsibility for, nor any liability in connection with, these third-party websites. If you have any concerns regarding the privacy of your information you should ensure you are aware of the privacy policies and terms of use of those sites before accessing them or disclosing any personal information.

21.9. We shall not be liable where we've informed you of a problem with the Services and provided a free update and you've failed to apply the update, or where any damage is caused due to your failure to follow any instructions or guidance we provide.

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

20.10.1. any of these Terms;

20.10.2. your use or participation in any way in any way with the Services.

21.11. 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 unfavourable publicity to us, our agents, employees, contractors, or Clients.

21.12. In the event a dispute arises in connection with the provision of the Services which is incapable of being resolved by mutual consent then we both agree to submit the matter for mediation by an independent mediator.

In the event a resolution is still not possible following mediation then either of us shall be at liberty to commence legal action.

22. No Guarantee

22.1. When purchasing the Services you will have access to Content designed to benefit you but it's your responsibility to take action and implement the necessary information received and/ or the skills or tools shared. Your success and any results are dependent on factors which are outside of our control and we regret that we are not able to guarantee that any particular results or success will be achieved.

22.2. We have made every effort to accurately represent the Services. Any testimonials and/or examples of results experienced are not intended to represent or guarantee that anyone will achieve the same or similar results. As with any business endeavour, there is an inherent risk of loss of capital and we make no guarantee, representation or warranty with respect to the Services provided.

22.3. All information provided on our Website is provided for general information purposes only. Nothing on our Website constitutes advice and should not be taken or interpreted as such. It is your responsibility to ensure and check that any Content, goods or Services available on or through our Website satisfy your specific expectations or requirements.

22.4. We make no warranty, guarantee or representation that the Website or any Content is:

22.4.1. accurate, up to date or free from any errors or inaccuracies;

22.4.2. accessible and/or compatible with your hardware and software;

22.4.3. not capable of infringing any third-party rights; or

22.4.4. suitable to meet your required expectations or needs.

22.5. Where we use testimonials or feedback from our customers and/or clients on our Website this content is not to be taken as a guarantee that any current or future customers or clients will receive the same benefits or results. Testimonials are included on the Website purely as an example of the experiences other individuals have encountered in connection with our products or services.

23. Contact between us

23.1. Catherine Withers ("We", "Us", "Our"), is registered in England and Wales. Our registered office is 9 Chapel Road, West Bergholt, Colchester, CO6 3JB

23.2. All communication between us will be via telephone or email as agreed.

23.3. We will communicate with you via video calling, telephone, messaging platform or email as agreed using the details email address you provide to us so please ensure you notify us if they change.

23.4. If you need to provide us with any notice, or you wish to contact us please email us at simplyenough@outlook.com

24. Updates or changes to our Services or Terms and Conditions

24.1. We reserve to make changes to these Terms at any time and we will display a notice of any changes on our Website. It shall be your responsibility

to check for any updates. Your first use of our Website after the date of any alterations or amendments will constitute acceptance of such changes therefore, we recommend you review these Terms regularly to keep informed of any changes.

24.2. We reserve the right to make changes to our Services, in whole or part, as we reasonably require without notice to you. If we make changes, we'll ensure the Service still matches the original description or we'll offer a reasonable alternative, except where the change enhances the original description. We shall not be liable for any reasonable changes or cancellations that are made to the Services.

25. General

25.1. No failure to actively enforce any provision of these Terms shall constitute a waiver, diminution or limitation of any right.

25.2. Where any part of these Terms is deemed invalid or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.

25.3. We'll make every effort to deliver the Services in accordance with these Terms but we'll not be liable for any delay or failure caused by an 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 for delivery of the Services shall be extended until a reasonable time after the Event and under no circumstances will we be liable for any loss or damage suffered by you as a result.

25.4. If an Event arises, we'll email you to confirm the nature and extent of the Event and any steps we are taking to mitigate its impact and effect.

25.5. If the Event continues for longer than 6 months then either one of us shall be entitled to terminate by providing 14 days' notice. Termination in these circumstances shall be without prejudice to the rights of either party in respect of any breach of these Terms occurring prior to termination. Any refunds will be considered at our discretion.

25.6. This Agreement shall be governed by the exclusive jurisdiction of the Courts of England and Wales and the laws from time to time in force.

25.7. You agree that no other representations have been made by us to

induce you into purchasing any of our Services and no modification or variation to these Terms shall be effective unless agreed in writing.
25.8. Save as provided for in clause 21.11 the Contracts (Rights of Third Parties) Act 1999 shall not apply.

That's the legal bit done and if you are signing up to one of our courses we really look forward to journey with you as you uplevel your life.