

## **COVER SHEET: DRAFTING NOTES**

This template is intended for **Story Circle Providers** providing services to the public.

This template is a set of Terms & Conditions which can either be:

1. **Uploaded on your website or online booking system** and agreed to by your client when they book, by clicking a box with the accompanying text: *"I have read and agree to the Standard Terms & Conditions"*. Note that the T&Cs should be available for your client to read via hyperlink at the point they sign-up.

OR

2. **Signed by your client in person or electronically** (for example via Docusign). In this case, you should add a line for your client to sign and date the T&Cs at the bottom to show that they agree.

OR

3. If you require your clients to complete a **registration or intake form**, include a box on that form requiring them to tick a box saying they agree to these T&Cs. Again, a copy of the T&Cs must be made available to the client to read before ticking to signify their agreement.

Please note:

1. This legal document template has been produced by Gooding Consultancy Services Limited, trading as The Good Legals Club (**We/ Us/ Our**). We hold the copyright for this template, and you may only use it in accordance with the licence granted to you under our [Digital Download Terms & Conditions](#).
2. Under the terms of that licence, you may use this template for your own business purposes. You may not copy, share, or circulate this document to third parties without our explicit consent.
3. You will need to save this template as a new version, and then edit it to reflect how you do business, before sending it to your clients for signature. The sections you need to adapt are highlighted in **yellow**, with [square brackets] around them. You should remove all highlighting and square brackets once you have completed the adaptations.
4. We have also provided additional guidance notes in the 'Comments' sidebar to help you adapt the template for your business. You should delete these comments before finalising the T&Cs.

5. You will also need to delete this cover page before finalising the T&Cs and sending to your clients.
6. This is a template document, and does not constitute legal advice. We cannot guarantee that this template is suitable for your specific business needs. If you are unsure about whether this template is suitable, or as to how to adapt it, we strongly recommend seeking legal advice.
7. If you would like us to review your draft before you finalise it, please feel free to book a Power Hour on this Calendly link: <https://calendly.com/good-legals-club>

[INSERT YOUR LOGO HERE]

## STANDARD TERMS & CONDITIONS

### Background

These Standard Terms & Conditions, together with any documents referred to therein, set out the terms under which We will provide Story Circle sessions to You. Please read these Standard Terms & Conditions carefully and ensure that You understand them before booking and attending a session. If You do not agree to be bound by these Standard Terms & Conditions, We will not be able to provide our Story Circle sessions to You.

### 1. Definitions and Interpretation

In these Standard Terms & Conditions, unless the context otherwise requires, the following expressions have the following meanings:

**“Agreement”** means the agreement between You and Us pursuant to which We shall provide the Services on the terms set out in these Standard Terms & Conditions;

**“Confidential Information”** means information which is of a secret, sensitive or confidential nature and which is disclosed by You or by another participant in the course of a Session;

**“Data Protection Legislation”** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data;

**“Fees”** means the fees payable for each Session, as set out on Our website or as otherwise advised to You by Us from time to time;

**“Services”** means the Story Circle facilitation services to be provided to You by Us under the Agreement;

**“Session”** means a Story Circle session booked by You with Us and which is scheduled to take place either in person at [address] or online;

**“Us”** or **“We”** means [your company name], a company incorporated and registered in England & Wales under number [company number] whose registered office is at [registered office address]; and

**“You”** means the person to whom We shall provide the Services under the Agreement.

## **2. Story Circles and Our Services**

2.1 The Story Circle Sessions facilitated by Us are intended to allow participants to share and listen to personal stories in a confidential and supportive environment.

2.2 We shall provide the Services to You:

2.2.1 with reasonable skill and care, and in accordance with the prevailing standards in the Story Circle facilitation industry in the United Kingdom; and

2.2.2 through appropriately qualified and experienced facilitators.

## **3. Scheduling and cancellation of Sessions**

3.1 Sessions will take place:

3.1.1 either online (via an online platform) or in person at [insert address where in-person sessions take place]; and

3.1.2 at a fixed time and date;

in each case as set out on Our website..

3.2 Your request to book a Session will be an offer, which We may choose to accept. Only once We have accepted Your offer by providing confirmation of Your Session will there be a binding Agreement between Us for that Session. That Agreement will incorporate these Standard Terms & Conditions.

3.3 Times and dates for Sessions are subject to availability. Session slots are offered on a “first-come-first-served” basis. We will not reserve or guarantee any particular time or date for a Session until you book and pay for it.

3.4 If You are unable to attend a scheduled Session, You must advise Us not less than **48 hours** before that Session.

3.5 Provided You give the **48 hours'** notice specified in Clause 3.4, You may reschedule the Session to a future Session date without charge, subject to availability.

3.6 If You do not give the **48 hours'** notice specified in Clause 3.4, We shall be entitled to charge you the Fees in respect of that Session. If that Session has been paid for by You in advance, You shall not be entitled to a refund.

- 3.7 Story Circle Sessions require a minimum number of participants in order to be an enjoyable and enriching experience for participants. We reserve the right to cancel a Session if there are insufficient participants for the Story Circle to go ahead. If we need to cancel a scheduled Session under this Clause 3.7, We will provide you with as much notice as possible. Please bear in mind that a final decision to cancel may not be made until the day of the Scheduled session, to allow for late sign-ups. If We exercise this right under Clause 3.7, You will have the option of postponing to a future Session or requesting a refund of the Fees paid by You for that Session.
- 3.8 If You arrive late for a Session, there will be no reduction or refund in the Fee for that Session. Late arrivals more than 15 minutes after the allotted Session time may be treated as non-attendance and no refund in the Fee shall be payable.

#### **4. Our obligations**

- 4.1 We will make all reasonable efforts to provide the Services in a timely manner, at the Session date(s) and time(s) agreed with You. In certain circumstances, We may need to postpone a Session (for example if a facilitator is unwell, is unavailable for reasons beyond our control, in the circumstances set out in Clause 3.7 or as a result of technical issues. We may also need to move an in-person Session to an online platform. We shall use all reasonable endeavours to resolve any such issues. However, We shall not be liable for any delay in the provision of the Services or the postponement of a Session due to any such circumstances which are outside Our control or to any Event Outside Our Control as described in Clause 10.
- 4.2 We undertake that, during the course of the Agreement and after its termination, We will not disclose or use Confidential Information disclosed by You to Us in connection with Our provision of the Services unless:
- 4.2.1 You have given Your consent in advance;
  - 4.2.2 We are required as matter of law to disclose that Confidential Information, for example to a court of competent jurisdiction, or to a regulatory authority;
  - 4.2.3 as a result of Your disclosure of Confidential Information to Us, We reasonably believe there to be an imminent or likely risk of harm to You or to others; or
  - 4.2.4 the Confidential Information relates to illegal activity, such as money laundering, drug trafficking or terrorism.

#### **5. Your obligations**

- 5.1 As a result of Your participation in the Sessions, You may receive Confidential Information (including secret, sensitive or otherwise confidential information) disclosed

by or relating to other participants in the Sessions. Recording, dissemination, or sharing of Session content outside the Session without explicit permission of the participant sharing that Content is strictly prohibited.

5.2 You undertake that You will, at all times during the continuance of the Agreement and after its termination:

5.2.1 keep confidential all Confidential Information;

5.2.2 not disclose (either directly or indirectly) any Confidential Information or any information relating to any Member to any other person;

5.2.3 not use any Confidential Information other than for the purpose of Your participation in the Membership and subject to the Agreement; and

5.2.4 not make any copies of, record in any way or part with possession of any Confidential Information or any information relating to any Member.

5.3 During the Session, You must not communicate or otherwise do anything that:

5.3.1 is obscene, offensive, hateful or otherwise inflammatory;

5.3.2 promotes or assists in any form of unlawful activity;

5.3.3 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, marriage or civil partnership, pregnancy or maternity, religion or belief, nationality, disability, gender reassignment, sexual orientation or age;

5.3.4 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

5.3.5 is calculated or otherwise likely to deceive;

5.3.6 is intended to or is likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data or Confidential Information in a way that You do not have a right to;

5.3.7 claims expertise or professional knowledge or experience which You do not possess;

5.3.8 otherwise infringes the terms of use of Our website or any platform We may use to provide the Session online (if applicable).

- 5.4 We reserve the right to remove any participant from a Session if We consider that they have breached the terms of this Clause 5, and to refuse to accept future Session bookings. No refunds of Fees will be due in these circumstances.

## **6. Your health & wellbeing**

- 6.1 You acknowledge and agree that participating in Sessions may involve sharing and hearing personal, sensitive, or emotionally impactful stories that could affect Your emotional and mental health. While We strive to provide a supportive and safe environment, the nature of sharing and engaging with personal stories inherently carries risks that cannot be entirely eliminated. These risks may include, but are not limited to, experiencing unexpected emotional or psychological distress.
- 6.2 You accept and voluntarily assume the responsibility for these risks, as well as any other risks that might arise from your participation in the Sessions. You agree that You are voluntarily participating in these Sessions with knowledge of the potential risks involved, and agree to accept any and all risks of harm that may result.

## **7. Session Fees**

- 7.1 In consideration for Us providing the Services to You, You agree to pay the relevant Fees for each Session.
- 7.2 The Fees shall be payable by You in advance of the relevant Session.
- 7.3 We reserve the right to change the Fees charged for the Services from time to time and as necessary. Changes in the Fees will not affect any You in respect of any Sessions which You have already booked and paid for.

## **8. Right to terminate**

- 8.1 We shall have the right to terminate the Agreement immediately if You commit a material breach of any of the terms of the Agreement, or repeatedly breach its terms.
- 8.2 We shall have the right to terminate the Agreement if an Event Outside Our Control occurs that continues for more than 60 days, or if We are unable to provide or continue to provide the Services due to the non-availability of the necessary facilitators or facilities, or for technical reasons.
- 8.3 We shall have the right to terminate the Agreement, at any time and for any reason, on 14 days' written notice.
- 8.4 If We terminate the Agreement under Clause 8.2 or 8.3, You shall only be required to pay the Fees for Sessions that We have already provided as at the date of termination.

Any Fees paid by You for Sessions which have not yet taken place will be refunded to You, using the same payment method You used when paying the Fees.

## **9. Our liability**

- 9.1 Subject to Clauses 9.2 to 9.6, We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Standard Terms & Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when We enter into the Agreement. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 You and We agree that you will not hold Us or any of Our facilitators liable for any emotional or psychological impact or personal injury that may result from your participation in the Sessions, except where such injury or impact is caused by Our or Our facilitator's negligence or intentional default.
- 9.3 We shall provide the Services to You only for Your personal and private purposes. We shall not be liable to You for any loss of profit, loss of business, interruption to business, loss of business opportunity or any other indirect, special or consequential loss or damages.
- 9.4 Our total liability to You in respect of any claims arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Fees paid by You to Us under the Agreement.
- 9.5 If You bring any personal belongings to an in-person Session, We do not undertake to keep them safe or provide any safe storage place for them. Their loss or damage will be at Your own risk.
- 9.6 For online Sessions, We do not guarantee that those Sessions will be uninterrupted or error free. We shall not be liable for any technical issues that could disrupt service delivery, such as internet disruptions or software compatibility issues, which are beyond Our control.

## **10. Events outside Our control**

We shall not be liable for any failure or delay in performing Our obligations under the Agreement where that failure or delay arises from a cause or event that is beyond Our control. Such causes or events may include, but are not limited to: power failure, internet service provider failure, service interruptions, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic, pandemic, or other natural disaster or any other event that is beyond Our reasonable control.



## **11. Data Protection**

- 11.1 All personal information that We may use will be collected, processed, and held in accordance with the Data Protection Legislation.
- 11.2 You consent to us processing Your personal data, including any sensitive or special category personal data You may provide, for the purposes of providing the Services to You.
- 11.3 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to the Privacy Notice on Our website, [\[insert your website URL here\]](#) or available from Us on request.

## **12. Contacting Us**

- 12.1 If You wish to contact Us about any aspect of Our service, or to serve any notice under the Agreement, You may do so by email at [\[insert your admin email address here\]](#).
- 12.2 We always welcome feedback from Our clients. Whilst We always use all reasonable endeavours to ensure that Your experience as Our client is a positive one, We nevertheless would like to hear from You if You believe You have any cause for complaint. Please raise any concerns You may have in the first instance by email at [\[insert your admin email address here\]](#). We will endeavour to respond within 10 days.

## **13. No Waiver**

No failure or delay by Us in exercising any of Our rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by Us of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

## **14. Assignment, Subcontracting and Third-Party Rights**

- 14.1 We may transfer (assign) Our rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission.
- 14.2 We shall be entitled to perform any of Our obligations under the Agreement through suitably qualified and skilled sub-contractors.

- 14.3 The Agreement is between You and Us. No part of the Agreement is intended to benefit or confer rights on any other person, and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

## **15. Severance**

In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

## **16. Amendments to these Standard Terms & Conditions**

We may revise these Standard Terms & Conditions from time to time. If We make changes to these Standard Terms & Conditions which will materially affect Your rights or obligations under the Agreement, We will give You written notice of the changes before they take effect.

## **17. Governing Law and Jurisdiction**

- 17.1 The Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 17.2 Any dispute, controversy or claim between You and Us arising out of or in connection with the Agreement shall fall within the exclusive jurisdiction of the courts of England and Wales.