

# GROUP PROGRAMME AGREEMENT

Thank you for your interest in working together. Please read this information carefully. Once signed these terms form a legal binding agreement between us.

This Agreement, hereinafter referred to as "the Agreement," is made between That Strategy Co Limited a company registered in England and Wales with company registration number 09316866 and whose registered office is at 128 City Road, London, United Kingdom, EC1V 2NX ('the Coach') and you ("the Client') together referred to as the "Parties"

The purpose of this Agreement is to set out the details about working together so that we both are clear as to what each of our respective roles are and how our communication will take place to ensure our time together will be positive, productive, and respectful.

1. Programme Description

You have enrolled in One to Many 2024

The cost of the Programme is  $\pm 1,997$  / 9 monthly installments of  $\pm 255$  / 12 monthly installments of  $\pm 197$ 

The full details of the Course Programme are as follows:

- 12-week programme of taught modules
- Additional 12 weeks of supplementary support
- Facebook community
- 3 month's access to Funnel Sketchers Platform, with a templated Opt-in Page, Form, Thank you Page, Privacy Policy, 5-part email sequence set up, Sales Page
- Any other bonuses as determined by conditions advertised on the Sales Page\*

\*An additional Waitlist Bonus will be offered exclusively to people on the waitlist who purchase during a specific pre-sale period only. The Waitlist Bonus is strictly for those who purchase directly with That Strategy Co Ltd, and not through one of our partners.

# 2. Our Responsibilities.

As your Course leader, my role is to:

- Ensure the course content meets the quality standards agreed.
- Be on time and prepared for each Session.
- Offer support and accountability.
- Help you stretch and focus on the homework and action steps you need to take.

- Answer any questions you may have as they arise both within the dedicated Group for the Program and during sessions.
- Comply with the terms of this Agreement.

As the Client, it is your responsibility to:

- Show up for each Session on time without distractions.
- Give 100% of your effort and fully commit to the Programme.
- Come prepared for each Session.
- Be open to new ideas and communicate honestly, openly and with integrity.
- Be courteous and kind to other participants.
- Come to each Session willing to stretch and grow.
- Do the work and complete the action steps between Sessions.
- Comply with the terms of this Agreement and promptly provide payment for the Program.
- Ask any questions you may have as directed.
- Keep any group and 1:1 session content and discussions confidential, and only share information in the agreed forums (during group sessions and within the dedicated Facebook Group).

Contacting Me: The primary method of contact is via the Facebook group. You may also contact me via email at otm@lisajohnson.com where my team shall aim to respond within 48 hours Monday to Thursday between 9am and 5pm.

# 3. Group Coaching Calls

You will be advised of the times and dates of all group coaching sessions in advance. In the unlikely event that we are required to change the date of any session you will be notified via the contact email address given within 48 hours of any session, save in the case of an emergency. If you are unable to attend the sessions live you can watch the recordings which will be available in the dedicated members area in Kartra, within 24 hours post session and ask questions thereafter.

#### 4. Payment

Payment for the Programme is as set out in Clause 1.

Where you have opted to pay in installments you irrevocably acknowledge and agree that this is not a subscription and that the full price depending on the level of service you have opted for is payable whether or not you continue to the end of the programme.

We accept payment via credit or debit card via our website, PayPal credit, or bank transfer where we have invoiced you.

We will do all that we reasonably can to ensure that all of the information you give us when paying for the services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 3) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

Your credit card or debit card will only be charged when you authorise the payments by clicking proceed through our website.

All payments by credit card or debit card need to be authorised by the relevant card issuer. If your payment is not received by us we may charge interest on any balance outstanding at the rate of 4% percentage points per year above base rate and your inclusion in the Programme will be suspended until your payment is received. We will email you to let you know if we intend to do this.

Nothing in this clause affects your statutory cancellations rights so far as they apply. The price of the services is in pounds sterling ( $\pm$ ) (GBP) or \$ (USD) and includes VAT at the applicable rate.

#### 5. Refunds

No refund policy shall apply to the programme. Should you choose not to continue to the end for any reason full payment will still be required.

Whilst you warrant that you are entering into this agreement solely for business purposes in the unlikely event that you are deemed a 'consumer' you have the right to cancel this contract within 14 days. Should you wish to cancel you must inform us of your decision to cancel by a clear statement using the contact details provided.

A 14-day cooling-off period from date of purchase does apply.

If you agree for us to start providing the services during the cancellation period and coaching commences you then lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.

This does not affect your statutory rights, but once the Programme has started, if you decide to withdraw at any time for any reason whatsoever, for the avoidance of any doubt you still will remain fully responsible for the full cost of the Program, and no refund will be provided.

# 6. Confidentiality

## Our Privacy Policy is available here

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

### 7. Intellectual Property Rights

We retain all ownership rights to the materials provided, to you through your participation in the Programme. We reserve all rights title and ownership of all materials which are provided to you for your individual use only and with a single-user license.

We do not authorise you to share, copy, distribute, or disseminate any materials received electronically or otherwise without our prior written consent. All intellectual property, including the Program materials, workbooks or any other content shall remain our property and you will not obtain any rights of ownership or other rights (of whatever nature) in the digital or other content or in any copies of it.

#### 8. Disclaimer

Whilst every effort has been made to accurately represent this course and its potential there is no guarantee of results or outcomes using the ideas and techniques we teach. Examples of outcomes from former clients in any material are not to be interpreted as a promise or a guarantee of your outcome.

Your potential is entirely dependent on the way you use our products, ideas and techniques. Your level of success in attaining the results claimed in our materials depends entirely upon the time you devote to the Programme, your commitment, your application of its ideas and techniques, your finances, your business, your knowledge and various other skills. Since these factors differ according to individuals, we cannot guarantee your success. Nor can we be responsible for any of your actions. You acknowledge that I am supporting you in my role exclusively as a Coach providing development and coaching for business, inspirational and informational purposes only. I do not provide medical, financial or legal advice.

By signing this Agreement you are consenting to this Disclaimer.

#### 9. Termination

We may terminate your access to the Programme, with immediate effect, if you:

- (a) commit a material breach of your obligations under this Agreement; or
- (b) fail to provide payment of any amount due as and when it becomes due; or

(c) have a bankruptcy petition presented against you or you become subject to a bankruptcy order or another situation where you may not be in a position to meet your contractual obligations under this Agreement; or

We shall also be entitled to limit or suspend, and/or terminate the arrangement without refund whether paid or remaining due and payable, if we reasonably determine that you:

(a) are becoming disengaged, disruptive or if you impair the provision or the enjoyment of the Programme by any other participant. For the purposes of this Agreement the terms disengaged and disruptive shall be given their ordinary dictionary meaning and examples of such behaviour shall include, but not be limited to, displaying a lack of interest in the, failing to respond positively to requests for further information or other contact, repeatedly ignoring or failing to respond to emails or other messages, communicating in a way which is abusive or intended to cause offence; and/or

(b) are failing to follow or abide by any of these Terms or any other terms or guidelines as may be agreed whether such action constitutes a material breach or not.

#### 10. Limitation of Liability

We make no guarantees, representations or warranties of any kind or nature, express or implied with respect to the Programme and in no circumstances shall the Coach be liable for any indirect, consequential or special damages. Notwithstanding any damages that the you may incur, the Coach's entire liability under this Agreement, and the your exclusive remedy, shall be limited to the amount actually paid by you to the Coach under this Agreement for the Programme rendered through and including the termination date and you agree that the Coach is not liable or responsible for any actions or inactions, or for any direct or indirect result of any services provided by the Coach.

11. Notices

Any notices given under this Agreement shall be deemed served if received by E-mail to the following address;

otm@lisajohnson.com

# 12. Entire Agreement

This Agreement constitutes the entire agreement between us. This Agreement may be modified or amended at any time if the amendment is made in writing and is signed by both of us. You may not assign your rights or obligations under this Agreement to anyone else. In the event that any part of this Agreement is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any of the remaining portions of the Agreement which shall be severed and remain in full force. The failure to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the right to later enforce and compel strict compliance with every part of this Agreement.

#### 13. Disputes

We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with:

- the services;
- our service to you generally; or
- any other matter,

please contact us as soon as possible at support@lisajohnson.com where we will aim to respond to your expression of dissatisfaction within 48 hours.

If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

- let you know that we cannot settle the dispute with you; and
- give you certain information required by law about our alternative dispute resolution provider.

If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.

The laws of England and Wales will apply to this contract.

# 14. Miscellaneous

As the Client you further agree as follows;

That you will not, promote or advertise your products or services to any employee, client or contractor of the Coach or use your participation in the Programme to promote or advertise your products or services without the Coach's express consent, such consent not to be unreasonably withheld.

That during the Programme and for a period of 24 months thereafter, that you will not canvass or solicit any of the Coach's clients or prospective clients without the Coach's express consent, such consent not to be unreasonably withheld.

That for the duration of the Programme and for a period of 24 months afterwards, that you will not employ, engage or attempt to induce, employ, solicit or entice away from the Coach any of the Coach's employees, or contractors that was engaged, employed or contracted to the Coach at any point during the period of the Programme without the Coach's express consent in writing, such consent not to be unreasonably withheld.

Your Programme will not begin until acceptance of these terms has been received, and payment has been made.

By purchasing the Programme you are accepting the terms of this Agreement and are agreeing to be legally bound by its terms, and acknowledge that you have read, understood and agreed.