Glass Ripple Consulting Ltd

Terms and Conditions for the Supply of Services

I am so pleased you have decided to use my services or resources - please read the following important terms and conditions before you commit to using them.

This contract sets out:

your legal rights and responsibilities;

my legal rights and responsibilities; and

certain key information required by law.

The intention for these Terms and Conditions are to bring clarity to our relationship, protect both of us and take care of the business side of things. Please let me know if there are any clauses that you do not understand or that contradict your understanding of my services.

In this contract:

'I', 'me' or 'my' means Glass Ripple Consulting Ltd; and

'You' or 'your' means the person buying or using my services and resources.

If you would like to speak to me about any aspect of this contract, please contact me by e-mail at zoe@zoepoulton.com or on 07872 938 801.

BACKGROUND

I am a limited company with company number 13811765 and with its registered office at Courtenay House, Pynes Hill, Exeter, EX2 5AZ.

I provide Change Management training ('services') and you and I wish to enter into this agreement to set out the terms and conditions that will apply in respect of the services to be provided by me to you.

1 Introduction

1.1 If you sign up for my services, you agree to be legally bound by this contract.

1.2 If you use any of my free resources that I may offer from time to time you also agree to be legally bound by this contract as appropriate, excluding the clauses relating to payment and consumer rights legislation.

1.3 When signing up for my services or using any resources you also agree to be legally bound by:

1.3.1 my website terms of use and privacy policy;

1.3.2 extra terms which may add to, or replace, some of this contract, for example any specific written contract between us;

1.3.3 any specific terms which apply to my services, for example programme or service descriptions which may be set out on the webpage for that programme or in email correspondence between us ('service description').

All these documents form part of this contract as though set out in full here.

2 Signing up for my services

2.1 Certain sections of this contract only apply to you and me if you are a 'consumer', that is if you are an individual acting for purposes which are wholly or mainly outside your business or profession. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and Consumer Rights Act 2015 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We shall give you this information in a clear and understandable way in the main body of this contract together with the relevant services description, including any services description agreed between us in the future.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the services will start within this time, you will be charged for what you've used. See clause 6 below for full details.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix the services if they are not carried out with reasonable care and skill, or get some money back if we can't fix them
- if a price hasn't been agreed upfront, what you're asked to pay must be reasonable
- if a time hasn't been agreed upfront, they must be carried out within a reasonable time

We shall give you information on:

the main characteristics of the services you are buying

who we are, where we are based and how you can contact us

the price of the services

the arrangements for payment, carrying out the services and the time by which we shall carry out the services

how to exercise your right to cancel the contract in the cooling off period if you are a consumer (where appropriate)

our complaint handling policy

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit

www.citizensadvice.org.uk or call 03454 04 05 06.

2.2 Below, I set out how a legally binding contract to buy services between you and me is made:

2.2.1 You place your order at the end of the checkout process by [clicking on the payment link on my checkout page, by transferring payment to my bank account or by using the payment link I send by email]. Placing your order and making payment does not, however, mean that your order has been accepted.

2.2.2 Any quotation given by me before you place an order for services is not a legally binding offer by me to supply such services. Any prices set out in a quotation remain valid for 14 days.

2.2.3 When you decide to place an order for services with me, this is when you make a legal offer to buy such services from me.

2.2.4 I may contact you to say that I do not accept your order, for example if I do not think my services are right for you or there has been a mistake in the pricing or description of the services, or my circumstances have changed since I gave you the quotation for the services.

2.2.5 I shall only accept your order when I confirm this to you by sending you a confirmation email or start to provide the services, whichever happens earlier. At this point:

(a) a legally binding contract will be in place between you and me, and

(b) I shall start to carry out the services as set out in the relevant programme or services description.

2.3 The details of the services to be provided will be set out in the statement of services.

2.4 Each statement of services is a separate contract incorporating the terms of this agreement.

3 Carrying out the services - the Certified Change Manager Program and 4-week Change Kickstarter Course

3.1 If you are a consumer, you have protection under consumer rights legislation, including that the services must be carried out with reasonable care and skill.

3.2 We shall use reasonable endeavours to carry out the services within the timescales specified in a statement of services, but time of performance is not of the essence of this contract. This means where we miss a timescale agreed with you, as long as we have used reasonable endeavours to meet the timescale, this will not entitle you to terminate the contract with us or ask for a refund or any form of compensation. If we have not agreed a specific timeframe with you, we shall supply the services within a reasonable period of time.

3.3 If signing up to The Certified Change Manager Program, it is a 3-month program. You will have access to all materials and the weekly support sessions for the duration of the 3 months, from the date that you sign into the Program, unless otherwise agreed in writing.

3.4 All of the group sessions within the Program are available to you but it is your choice to attend. If you do not attend, there will be no discount or refund offered.

3.5 In order to avoid confusion and the possibility of missed or delayed communications, our main forms of communication are limited to emails, pre-arranged telephone calls and within the private group community. Although we may respond to other forms of communication, we can only guarantee a timely response to these forms of communication.

3.6 All group sessions will take part via Zoom, and you will have access to the link beforehand.

3.7 Where a session or event is due to take place in person, I reserve the right to move that session or event online where circumstances make it necessary or preferable to do so.

3.8 Please note that I may record our group calls for training purposes and administration purposes (to share on the catch-up area within the group community) and by entering into this contract with me you consent to the recording of our calls for these purposes.

3.9 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances. We shall try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include pandemics, epidemics, any law, or action taken by a government or public authority, internet failure or other IT problems, if one of our team is ill or if you change the scope of the services you require from us.

3.10 To the maximum extent permitted by law, we exclude any and all implied warranties in respect of the services, except as expressly set out in this agreement.

3.11 If signing up to the 4-week Change Kickstarter Course, this course is 4 weeks in duration and will consist of weekly release of content, alongside any materials required to complete the course.

3.12 Within the Change Kickstarter Course, there is no additional support outside of the eLearning modules provided.

4 Your responsibilities

4.1 You will pay the price for the services as set out in the relevant statement of services.

4.2 You will provide us promptly with such information and assistance (and ensure that any information is complete and accurate) as we reasonably need to provide the services.

4.3 If you are in breach of this contract, we reserve the right to suspend or curtail the services as we see fit.

4.4 You agree:

4.4.1 to obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the receipt by you of the services; and

4.4.2 to ensure that you have the right to share any information or materials with us, including any Intellectual Property Rights.

4.5 If the performance of our obligations under these terms is prevented or delayed by any of your acts or omissions, or subcontractors, we shall not be liable for any costs or losses incurred by you that arise directly or indirectly from such prevention or delay.

4.6 You warrant that you have the right to disclose the confidential information and any materials to us and to authorise us to use them for the purpose of providing the services.

5 Prices and payment

5.1 I am not VAT registered therefore VAT is not currently applicable to any prices quoted.

5.2 The price for the services is set out in the relevant statement of services.

5.3 Below are the payment options set out for the Certified Change Manager Program;

5.3.1 Option 1: I require full payment in advance in order to provide the services.

Option 2: In order to provide services within the Certified Change Manager Program, I require payment of the full amount on a 3 monthly payment plan. The first amount will be taken when you tick the T&C box and complete the checkout, and the further 2 made through equal payments that will be invoiced over 2 months when you access the Program. If you fail to make any of the payments on the due dates as set out in the invoices, I shall invoice you immediately for the whole of any outstanding balance and payment for that invoice will be due by return.

5.3.2 If you choose to pay by monthly payments, I shall send you an invoice at the start of month 2 and month 3 of the Program which are payable within 14 days.

5.3.3 If you are taking the 4-week change kickstarter course, then payment is due in full on sign up, or in 2 equal payments - first one on sign up and the second taken automatically on the last day of the course (or 4 weeks, whichever is sooner).

5.4 There will be no refunds unless you cancel in the cooling off period of 14 days or if I cancel a programme. There will be no refund if you have already accessed the training modules. The fees are non-refundable except for:

5.4.1 if you are a consumer, your right to a 'cooling off' period of 14 days;

5.4.2 where I cancel a programme (other than under 11.3 below) you are entitled to a partial refund for sessions which you have paid for in advance and which you have not received.

5.4.3 In all other circumstances I am not able to refund to you any of the payments you have made, and you remain liable for the whole price of the [programme] [services] even where you do not complete your sessions with me, as;

(a) payment is for the programme as a whole, not individual sessions; and

(b) This policy is also a reflection of the amount of preparation I need to put into the programme to make it most effective for you and the amount of time I shall dedicate and set aside for preparing for and attending our sessions together. This approach also helps you with your own accountability and commitment to improving your life through my training programme.

5.4 In view of our clear refund policy, we do not tolerate any type of chargeback threat or actual chargeback from your credit or debit card company. In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, without you seeking repayment from us first: you shall be in breach of this contract; you agree that you will owe us first the sum charged to us by our merchant service provider and secondly a sum based on time spent at £100 per hour in dealing with your breach; and we reserve the right to report the incident to credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as non-payment on your account which could have a negative impact on your credit rating.

5.5 If any of your payments are not paid on the due date, we may suspend services until payment has been made in full and we may charge interest on any balance outstanding at the rate of 4 percentage points a year above The Cooperative Bank plc's base rate.

5.6 We shall ensure that a record is kept of the amount of time spent on the services.

5.7 We shall give you written notice at least 28 days in advance of any increase in our fees. If the increase is not acceptable to you, you may, within 10 days of the date of the notice, terminate this contract by giving written notice to us. In these circumstances the services will cease 28 days after the original notice of the price increase.

5.8 We shall be entitled to charge to you any sums reasonably incurred by us in recovering outstanding sums from you including professional and collection agency fees.

6 Cooling off period for consumers

6.1 If you are a consumer, you have the right subject to 6.3 and 6.4 below to cancel this contract within 14 days of signing up without giving any reason. During this time, you must not have accessed the training modules or downloaded any of the digital resources available to you.

6.2 The cancellation period will expire 14 days after the date of the contract.

6.3 However**,** if you confirm to me that you wish me to start to provide the services within the 14 day cooling off period, then at this point my refund policy set out in clause 5.4 will apply and if you subsequently exercise your right to cancel during the 14 day cooling-off period you will have to pay my reasonable costs of services provided within that time. You confirm you wish me to start to provide the services within the 14 day cooling off period by doing any of the following during that time: making a booking a with me for which the allocated date and time will then, also as a service, be reserved for you to the exclusion of all others; or accessing or downloading any digital resources I make available to you; or joining any private social media group associated with my services; or accessing any other supporting materials made available to you.

6.4 If you cancel this contract in accordance with the cooling off period in clause 6.1, we shall reimburse to you all payments received from you promptly and using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise. However, this will only be the case if you have not confirmed to me you wish me to provide the services as specified in clause 6.3 for which you will have to pay my reasonable costs.

7 Intellectual property

7.1 In this agreement, 'Intellectual Property Rights' means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

7.2 If I provide you with any materials, whether digital or printed, any intellectual property in those materials belongs to me and unless I agree otherwise in writing you can only use those materials for your own personal use. You may not share them with any third parties.

7.3 You cannot use and monetise my methods, processes, or systems. To do so would be a material breach of your legal obligations to me under the terms of this contract, and subject to immediate termination under clause [12.3.1]

7.4 For the avoidance of doubt, without my prior written authority, you are not permitted to;

(a) deliver any training in my methods, processes or systems to a third-party individual or organisation;

(b) provide details of my methods, processes or systems to, a third-party individual or organisation;

(c) repurpose in whole or in part my methods, processes, or systems to create and deliver your own services.

7.5 Should you become aware of any unauthorised access to the materials provided to you, or of any unauthorised use of my methods, processes, or systems, you agree to notify me immediately by email.

7.6 From time to time I may record live group sessions. If you participate in such sessions, you authorise me to use your image and voice in any such recordings (and to make use of such recordings in any way I think fit) without payment, other condition or need for further consent.

8 Confidential Information

8.1 All information shared by you on a one-to-one basis will be kept strictly confidential, except when releasing such information is required by law and/or where I consider it necessary to do so because of concerns of risk to yourself or others, or to assist the prevention or detection of a crime.

8.2 Where you participate in any group sessions, you agree to keep strictly confidential any information shared by participants in those group sessions and not to share it with any third parties. You will not use the confidential information of any participant of a group session for your own benefit except with the explicit consent of that participant.

8.3 The obligations in clauses 8.1 and 8.2 will not apply to information which:

8.3.1 has ceased to be confidential through no fault of either party;

8.3.2 was already in the possession of the recipient before being disclosed by the other party; or

8.3.3 has been lawfully received from a third party who did not acquire it in confidence.

8.4 You will not use any Confidential Information for profit or for your own benefit in any way.

8.5 Your and our confidentiality obligations under this clause will continue after termination of this agreement.

9 Personal Data and Data Processing

9.1 We shall use the personal information you give to us to:

9.1.1 provide the services;

9.1.2 process your payment for the services; and

9.1.3 inform you about any similar products and services that we provide (though you may stop receiving this information at any time by contacting us).

9.2 We shall not give your personal information to any third party unless you agree to it.

9.3 For full details, read our privacy notice.

10 Resolving problems and faulty services

10.1 In the unlikely event that there is a problem with the services, please contact us as soon as possible and give us a reasonable opportunity to sort out any problems with you and reach a positive outcome.

10.2 A summary of your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. For more detailed information on your rights and what you should expect from suppliers of services, you can find out more from Citizens Advice on their website www.citizensadvice.uk or call them on 03454 04 05 06.

10.3 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015. You may also have other rights under common law.

10.4 Please contact us using the contact details at the top of this contract if the services we supply are faulty and you wish to discuss with us the options open to you.

10.5 The terms of this agreement will apply to any re-performed services.

11 End of the contract

11.1 If a services description specifies a length of time for services to be provided, then subject to clause 11.3 below, the services will terminate at the end of that timeframe.

11.2 If we provide services to you on an ongoing basis and the relevant statement of services does not specify a timeframe, then either you or we may terminate the services by [one] [month's] written notice to each other.

11.3 Either you or we may terminate the services and this agreement immediately if:

11.3.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified to make such payment;

11.3.2 the other party commits any other material breach of this agreement and, in the case of a breach capable of being resolved, the breach is not resolved within 30 days of a written request to do so. The written request must expressly refer to this clause and state that the contract for services and this agreement will be terminated if the breach is not resolved; or

11.3.3 the other party commits or threatens to commit or is threatened with any act of insolvency under the Insolvency Act 1986.

For the purposes of this clause, any breach by you of the rules governing your participation in my Facebook Group or any other Group hosted by me on another social media platform, constitutes a material of this contract which is not capable of being resolved.

11.4 If I decide in my absolute discretion that we are not a good fit for each other, I may terminate this contract immediately on notice, in which case I shall give you a partial refund for any elements of the services which you have paid for in advance and which you have not received.

11.5 If this agreement is ended it will not affect our right to receive any money which you owe to us under it and it will not operate to affect any provisions that expressly or by implication survive termination.

12 Limit on our responsibility to you

12.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury caused by negligence), we are not legally responsible for any:

12.1.1 losses that:

(a) were not foreseeable to you and us when the contract was formed;

(b) were not caused by any breach of these terms on our part; and

12.1.2 business losses, including loss of business, business interruption, loss of profits, loss of management time and loss of business opportunity.

12.2 Our total liability to you is limited to the amount of fees paid by you for the services.

12.3 This limitation on liability is an integral part of the commercial bargain between you and us and was a controlling factor in the setting of the fees payable to us under these terms.

13 Disputes

13.1 We shall try to resolve any disputes with you quickly and efficiently.

13.2 If we cannot resolve a dispute using our internal complaint handling procedure and either of us want to take court proceedings, the courts of England and Wales will have exclusive jurisdiction in relation to any contract entered into pursuant to this agreement.

13.3 The laws of England and Wales will apply to any contract entered into pursuant to this agreement.

14 Earnings Disclaimer

The earnings I refer to in this Program (Certified Change Manager Program) are to demonstrate what may be possible. It is not a guarantee of income, as individual results will vary. Earning potential is dependent on many factors including the time you devote to learning and practising the skill sets, and your experience.

15 General

15.1 **This is our entire agreement with you**. This agreement constitutes the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of us which is not set out in this agreement and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

15.2 **Amending the agreement**. No variation of this agreement shall be valid or effective unless it is in writing and is agreed to by us.