

Hannah Pekary Education Group Coaching Terms and Conditions

Introduction

Hey it's **Hannah** of Hannah Pekary Education here, and I'm so excited that you've committed to taking this next step by investing in my coaching services – I'm really looking forward to working with you!

To ensure our working relationship starts in the right way I'd like to provide you with some information so you can clearly understand what this coaching Process involves, how it will be delivered, what I expect from you, and lastly, what you can expect from me, and that's what I hope to achieve with these Terms and Conditions.

These terms set out the entire arrangement between us and since I totally understand that reading legal documents is not the most fun, I've tried hard to make things as simple as possible.

I've avoided using complicated legal terms or jargon as much as I can since I have no desire to trick or confuse you, I simply want to ensure that we start out on the right foot with total clarity on what is expected as we start work together on achieving your goals!

1. Background

- 1.1. The Terms and Conditions set out below ("**Terms**") apply to the delivery of Teen Accountability Subscription – education services & coaching, or any related products and services ("**Services**") which I, Hannah Pekary of Hannah Pekary Education, ("**I**", "**We**", "**Us**"), agree to provide to you, the purchaser of the Services, ("**You**", "**Your**") in exchange for payment of the Fee (as defined below).
- 1.2. When you sign up for my Services or place an order to purchase them you will be deemed to accept these Terms, along with my privacy notice and website terms of use which can be found at www.hannahpekary.com or on the online platform ("**the Website**").
- 1.3. If you access or use any of my free resources provided directly to you or through my Website which may include audio files, workbooks, PDF's, introductory or discovery sessions, podcasts or workshops then these Terms will apply to those, except for the clauses relating to payment and consumer rights legislation.
- 1.4. The agreement between us, which is subject to these Terms, will begin when I send your welcome email and it shall continue until the date specified in clause 13.1 below.

2. The Services

- 2.1. I will provide you/your child with the Services as set out in the service description which can be found attached at Schedule 1 and in your welcome email.
- 2.2. When I deliver the Services I shall ensure that they are of satisfactory quality, fit for purpose and as described and that I deliver the Services with reasonable skill and care, consistent with best practice and standards applicable within my industry.
- 2.3. Any information, support, materials or guidance that I provide as part of the delivery of the Services is intended for a group audience and on this basis, you should not rely upon it as information which is personal to you, unless I expressly advise otherwise. Any information I provide will not constitute legal, medical or financial advice.
- 2.4. I may engage the services of my employees, contractors and such other third-party providers as may be necessary to support me in delivering the Services to you/your child.
- 2.5. The Services are designed to be accessed online only and no alternative will be provided. You will be required to have access to Facebook to access some of the Services.

3. Your purchase of the Services

3.1. The clauses below set out how a legally binding contract is formed between us:

3.1.1. you place an order to purchase my Services by clicking on a link on my Website or sales page or by making a payment to me via Stripe.

3.1.2. once your order is placed, I may send you an acknowledgment email, but this does not mean your order has been accepted;

3.1.3. acceptance of your order is at my discretion and may not be accepted in cases where there is an error with the services description or price, where the services are no longer available or where I feel the services may not be right for you;

3.1.4. if your order is not accepted, I will notify you by email and provide a full refund of any payment you have made in connection with your purchase of Services;

3.1.5. your order will be accepted and our legally binding agreement will begin when I send your welcome email.

3.2. In some circumstances it may be necessary for me to make amendments, revisions or changes to the Services or cancel, amend, change or reschedule any part as is reasonably required. If I do need to make changes then I will ensure that the Services still match the original description, except where the change enhances the original description. I shall not be liable for any reasonable changes that are made to the Services.

4. Your responsibilities when we work together

4.1. You agree that you are over 18, that you are legally capable of entering into a legally binding contract and that all information you provide to me is true and accurate. That if you are purchasing a product/service for your child that you have full authority and autonomy to the product/services. It is your responsibility to create a safe online environment for your child and to regulate this.

4.2. You accept that during your use of the Services you may be required to review and make decisions concerning yours/your child's personal and home life, business and career, finances, lifestyle, education and development and health and wellness and that any such reviews, decisions or subsequent action will be your sole responsibility and that I shall not be liable if you/your child fail to make any decisions or put into action any plans or strategy.

4.3. You accept that the Services are not a substitute for professional therapy services. If you/your child are currently undergoing medical or other professional help concerning your mental health then you should provide your practitioner with details of the Services and inform us if appropriate and relevant.

4.4. You will remain responsible for your own emotional state at all times and be responsible for your child's. During both your use of the Services, you may be exposed to information or situations that trigger deep or otherwise unresolved emotional responses. It is important that you are mentally well enough to use the Services and by purchasing them you are confirming to us that both of you are and that you will not hold us liable for any emotional distress experienced as a result of either of your use of the Services. I reserve the right to cease delivery or terminate your access to the Services where I have concerns as to either of your suitability to safely use them.

5. Accessing groups and sessions

5.1. I will deliver the Services by way of group sessions ("**Sessions**") as detailed on the online platform and welcome email. I will confirm the date and time of each Session through the online platform and you shall both be responsible for attending at the scheduled time and participating fully, openly and honestly.

5.2. Our Sessions will take place remotely via zoom.

5.3. Since the Sessions are all group sessions, if your child is unable to attend a Session, or they fail to attend, then you understand that they will forfeit your right to that Session. Any missed Sessions will not be rescheduled and I will not be obliged to provide you with a refund.

5.4. Should a situation arise where I need to reschedule a Session then I will make all reasonable attempts to provide you with as much notice as possible and to reschedule the Session to a mutually convenient time having regard to all other group members' availability.

6. Your conduct and behaviour during delivery of the Services

- 6.1. It is really important to me that everyone who attends the Sessions feels safe and comfortable and therefore I ask that you both agree to conduct yourself in a reasonable and responsible manner at all times when attending Sessions or when accessing any community areas or private groups ("**Groups**") and not to act in a manner which may cause offence, distress or alarm to any individual accessing my Services ("**Client**").
- 6.2. When you use and access the Services, any Sessions or any Groups you agree:
- 6.2.1. not to use them for any unlawful purpose;
 - 6.2.2. not to record any part or capture or share images of any Client without their express permission;
 - 6.2.3. not to impact the delivery of the Services to you or a Client;
 - 6.2.4. not to share information, whether expressed to be confidential or not, that is shared by another Client;
 - 6.2.5. not to canvass, promote or advertise your own products or services to any of my employees, contractors or Clients without my written consent;
 - 6.2.6. not to act or behave dishonestly, fraudulently, or in a way which I reasonably consider may have a detrimental effect on my business or reputation;
 - 6.2.7. that you will not upload, post, transmit or otherwise make available any content or materials that:
 - a) infringe any copyright, trademark, or other Intellectual Property rights (as further defined below) belonging to me or any Client;
 - b) are by their nature defamatory, libelous, obscene, demeaning or which causes offence to me or a Client, whether intended or not;
 - c) discloses personal and/or confidential or sensitive information about another person;
 - d) is threatening or causes a Client to feel harassed or in fear; and/or
 - e) is classed as spam.
- 6.3. Where I consider, in my reasonable opinion, that you are in breach of clause 6.2.7 above then I reserve the right to withdraw both your access to the Services and any Sessions and/or any Groups. Following such action, I shall then arrange a meeting with you both to discuss the matter and to determine whether access will be removed permanently. Where I decide to withdraw access permanently then our arrangement will terminate. Any decision to provide you with a refund will be entirely at my discretion and will be based upon your actions and the level of Service already delivered to you.
- 6.4. Where either of you become aware of any inappropriate behaviour, comments, or content being shown or displayed within any Sessions or Groups, or during the delivery of any aspect of the Services then I would ask that you notify me as soon as possible.

7. Payment terms

- 7.1.** The total price of the Services is set out in the Services description as set out on my online platform and confirmed in my welcome email ("**the Fee**"). All prices are inclusive of VAT.
- 7.2.** Time for payment of the Fee or any instalment 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 cleared payment must be received by us before you are entitled to access the Services.
- 7.3.** The Fee is calculated based upon my knowledge and experience and the time, effort and availability of the Services and is not based on your actual usage and/or level of attendance. On this basis you agree and acknowledge that:
- 7.3.1.** you shall not be entitled to any form of credit to or deduction from the Fee for any non-attendance or lack of usage of the Services on your part; and
 - 7.3.2.** the Fee is payable in full and non-refundable save for the circumstances set out in our refund policy (see below).
- 7.4.** I reserve the right to change the Fee at any time. Any changes will not affect you and the Fee you are required to pay if you have already made payment and I have sent your welcome email.

7.5. If you are invited to attend in person meetings, events, retreats or similar then you will be responsible for arranging and funding your own travel, accommodation and insurance in order to participate in such activities.

8. Late Payment

8.1. You shall be responsible for paying the Fee, or any instalment of the Fee, in full and on time.

8.2. Without prejudice to any other right or remedy that I may be entitled to, where payment is beyond 7 days overdue then:

8.2.1. I shall be entitled to suspend delivery of the Services until payment has been made in respect of the outstanding amount; and

8.2.2. interest shall accrue and be added to your account on a daily basis as 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 5% over the Bank of England's base rate from time to time.

8.3. In the event payment is beyond 30 days overdue then I shall be entitled to terminate our agreement and instruct a collection or legal agent to seek recovery of the Fee along with interest and any accrued costs incurred.

9. Refund Policy

9.1. All payments are non-refundable save for the circumstances set out in clauses 9.2, 9.3, 10.3 and 13.2 and 13.3 below.

9.2. For consumer purchases only, you will be entitled to a cooling off period of 14 days which begins when you receive your welcome email. Refunds will only be offered where notice of cancellation is provided within the 14 days following receipt of your welcome email. Once the 14-day period has passed, no refunds shall be provided, save for clause 9.3 below. You accept that you will waive your right to any refund where the Services are provided to you immediately or you choose to access them before the 14-day cooling off period has expired.

9.3. In the event I cancel delivery of the Services in accordance with clause 13.3, you shall be entitled to a partial refund for any of the Services which you have paid for but have not yet received.

9.4. In light of my clear refund policy, no chargeback or threatened chargeback claims from your debit or credit card provider will be accepted. If you have any concerns with the Services then you agree to notify me by email to hello@hannahpekary.com and allow me the opportunity to investigate and resolve your concerns. If you choose to pursue a chargeback claim without first contacting me then you accept that such action shall constitute a breach of these Terms and you agree to indemnify me for the repayment of any charges, costs or fees imposed on me by your debit or credit provider or our merchant service provider as a result of your actions, along with my reasonable costs for dealing with the matter calculated at a rate of £100 per hour.

10. Your rights when purchasing the Services as a Consumer

10.1. If you purchase any Services as a consumer, which means that you are purchasing the Services for reasons wholly or mainly outside of your trade, business, craft or profession, then you will be entitled to a 14-day cooling off period which begins from the date of your welcome email.

10.2. If you wish to cancel your order within the cooling off period then you will be entitled to do so by providing us with notice in writing to hello@hannahpekary.com

10.3. Upon receipt of your notice of cancellation:

10.3.1. if you have not already accessed and/or we have not started delivery of any part of the Services within the 14-day cooling off period, then we shall cancel your order and provide you with a full refund of any Fee you have paid to us; or

10.3.2. if you have accessed and/or we have started delivery of the Services within the 14-day cooling off period, then you acknowledge that you will be responsible for any reasonable costs we have incurred in providing those Services and such costs will be deducted from any

refund due to you, or, where payment of the Fee has not yet been made, you will be responsible for proving payment of the pro-rated Fee.

- 10.4. Where I offer you the opportunity to receive immediate access to the Services before the 14-day period cooling off period has expired, then if you choose to access the Services immediately, before the 14-day cooling off period has expired, you acknowledge that you will lose your right to cancel your order in accordance with this clause. This does not affect any other rights you may have as a Consumer.

11. Complaints or concerns

- 11.1.** It is important to me that you are entirely happy with the Services. In the event you have any complaints or concerns please let me know by email to hello@hannahpekary.com and allow me a reasonable amount of time to investigate and resolve your concerns before you take any further action. For the purposes of these Terms further action includes stopping payment or making any chargeback or similar claim.
- 11.2.** Where you do provide me with notice of a complaint or concern then I will confirm receipt by email and follow my internal complaints handling procedure to investigate and deal with your complaint or concern.
- 11.3.** I reserve the right to vary or re-perform the Services where I consider a concern is justified and in such case these Terms will apply to any re-performed Services.
- 11.4. Nothing in these Terms affects your statutory rights.

12. No Guarantee

- 12.1. Whilst my intention is that you benefit from using the Services, you agree and understand that using and accessing the Services does not guarantee any particular results or success. During delivery of the Services, I will provide you with access to information, resources, people and support all designed to benefit you but it remains, at all times, your responsibility to take action and to implement the necessary information received and/or any skills or tools shared, and to show this to your child if appropriate. Yours/your child's success and any results are dependent on factors which are outside of my control and I am not able to guarantee that any particular results or success will be achieved.
- 12.2. I 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 you will achieve the same or similar results. Yours/your child's individual success will depend on many factors, including your background, dedication, desire, and motivation which are all outside of my control and on this basis I make no guarantee, representation or warranty with respect to the Services provided.

13. Cancellation and Termination

- 13.1.** Where the Services description includes a time period for delivery of the Services then our agreement will terminate at the end of that time period subject to any earlier termination as set out below.
- 13.2.** You may cancel and end this contract by providing me with notice in writing by email to hello@hannahpekary.com at any time after 30 days has passed following the first Session. Your notice should confirm your wish to end our agreement and your reasons why the Services have not met your expectations, as anticipated from the services description (rather than due to any default or inaction on your part). If I agree with your position, then I may provide you with a refund of the Fee you have paid to date. Where I disagree then your notice of cancellation will still be accepted and in accordance with our refund policy, so long as the circumstances in clauses 9.2, 9.3 and 10.3 do not apply, no refund will be provided and you will remain liable for full payment of the Fee.
- 13.3.** I may cancel the agreement where I am unable to continue providing the Services for any reason. In such circumstances I will provide you with notice in writing and provide you with a refund in accordance with clause 9.3 above.

13.4. Either of us may terminate our arrangement on written notice to the other, with immediate effect if at any time:

13.4.1. one of us commits a material breach of these Terms and, in the case of a breach capable of remedy, fails to remedy that breach within 14 days of being asked in writing to do so. Any request must refer to this clause, provide full details of the breach and confirm that the contract will be terminated if not remedied; or

13.4.2. either one of us becomes subject to bankruptcy, insolvency or similar financial order or proceedings affecting us personally or our business.

13.5. When our arrangement terminates, for any reason then:

13.5.1. your access to the Services, any private social media accounts, any Groups, and any other online resources will be removed, unless we agree in writing otherwise and I will not be liable to you for any claims relating to the removal of that access;

13.5.2. any Fee or other monies which you owe to me will become immediately due and payable;

13.5.3. any provision of these Terms which either expressly or by its nature relates to the period of time after termination and/or the Services have been delivered, shall remain in full force and effect, in particular clauses 7, 13, 15, 16, 17, 18 and 19; and

13.5.4. you will upon request, return or destroy any Content or Confidential Information (as defined below) which belongs to me.

13.6. Termination for whatever reason will not affect either of our accrued rights, remedies, obligations and liabilities as at the date of termination, including the right to claim damages for any breach which existed on or before the date of termination.

14. Events outside of my control

14.1. I will make every effort to deliver the Services to you but sometimes things may happen which will be outside of my control ("**Events**"). Examples of Events can include, but are not limited to, acts of god, extreme adverse weather conditions, pandemics, industrial action, lock down, war or threat or preparation for war, terrorist attack, any act or omission of a telecommunications officer or third-party supplier of services. If an Event happens which causes a delay to my delivery of the Services then I will contact you as soon as I am able to confirm the details of the Event, the steps I am taking to mitigate the impact and when I expect to recommence delivery of the Services.

14.2. If an Event occurs which continues for longer than 3 months then either one of us shall be entitled to terminate our arrangement by providing 14 days' notice in writing. Termination in these circumstances shall be without prejudice to any of our rights in respect of any breach occurring prior to termination. I will not be liable for any loss or damage suffered by you as a result of any delay caused by an Event and any refunds will be considered at my discretion.

15. Confidentiality

15.1. The protection of confidentiality is very important to me that is why when you disclose or share any information it will be kept strictly confidential.

15.2. Where any information is disclosed to you/your child, or where it is disclosed by a Client you agree that the information belongs solely and exclusively to the person disclosing it, and that you will keep it strictly confidential and not:

15.2.1. disclose, communicate, reproduce or distribute it, or use it for your own benefit, whether personally or commercially, and whether directly or indirectly;

15.2.2. use it for any purposes which are unlawful, would cause harm or distress to another person, or would cause damage to our business or reputation.

15.3. In order to maintain my commitment to development and growth as a coach, I attend supervision sessions. During supervision I may refer to coaching situations or challenges that have arisen and on occasion this may require me to refer to you or any Sessions. If this occurs then any reference that is made to you or any Sessions will be made anonymously and in the context of a confidential supervisory relationship.

15.4. The obligations above exclude any information that was already known to me before you provided it, or where it was already in the public domain, created by me, or provided to me separately by someone else without any breach of these Terms.

16. Intellectual Property

16.1. For the purposes of these Terms, Intellectual Property shall mean all worldwide intellectual property rights whether registered or unregistered, registrable or non-registrable, including any application or right of application for such rights and shall include copyright and related rights, database rights, confidential information, trade secrets, know how, trade names, business names, trademarks, passing off rights, patents and rights in designs.

16.2. As part of my delivery of the Services I may provide you with materials, information, tools, videos, resources, documents, workbooks, data and other content ("**Content**"). You agree and accept that all Content remains my confidential and proprietary Intellectual Property and belongs solely and exclusively to me.

16.3. You/your child will be permitted to use any Content in connection with your use of the Services but it should not be copied, modified, reproduced, sold, shared, distributed, published, licenced, disclosed, or used for any reason, whether for commercial gain or not, without my prior written consent and nothing within these Terms constitutes a transfer of any Intellectual Property or a grant of a licence or any right to use unless expressly set out in these Terms or where I have provided my written consent.

16.4. You will be granted a personal, limited, worldwide, non-transferable, non-exclusive, revocable licence ("**Licence**") to access, view and use my Content for your private and personal use in connection with your use of the Services and for the purposes the Services are intended for. Your Licence becomes valid upon payment of the Fee and any other monies owing to us and we have the right to withdraw it at any time, without notice, where we reasonably believe you are in breach of the terms of the Licence.

16.5. Where any Content contains Intellectual Property belonging to a third party, its use will be subject to that third party's terms and you/your child 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.

17. Your Personal Information

17.1. Any personal information you provide for yourself or your child will be maintained, stored, accessed and processed in accordance with recognised data protection laws and legislation including the UK GDPR and the Data Protection Act 2018. I shall only process your personal Information to the extent reasonably required to enable proper delivery of the Services and shall retain it only for as long as reasonably necessary to allow completion and delivery of the Services and to comply with any legal or regulatory requirements. For full details of how I process, use, collect and store your personal Information please refer to my privacy notice which can be found at www.hannahpekary.com

17.2. As part of the delivery of the Services yours/your child's image may be recorded in photographs, images or screenshots by me or other Clients and shared on social media. By accessing the Services and agreeing to these Terms you are providing your consent for yours/your child's image to be used. Should you wish to revoke yours/your child's consent you can do so at any time by emailing us at hello@hannahpekary.com

17.3. Any of my obligations arising under this clause and under clauses 15 and 16 above, shall not apply where it is necessary for me to disclose in connection with legal proceedings, prospective legal proceedings (whether or not in relation to these Terms), to allow me to obtain legal advice, where I have been directed to do so by a court or other body of equivalent jurisdiction or where it is necessary because I reasonably believe you are at risk of danger to yourself or others.

18. Reviews and Testimonials

- 18.1. If you share comments, information, content, photographs, graphics or images ("**Client Content**") you are granting to me, free of charge, permission to use that Client Content in any way as part of my business services, which shall include advertising and marketing.
- 18.2. When sharing Client Content, you confirm that you have the legal right to share it and that it does not infringe any third party's intellectual property or other rights.
- 18.3. If you/your child provide me with a testimonial, review or similar ("**Review**") then by doing so you are providing your consent for me to exhibit, copy, publish, distribute, use on my website or any of my pages, my social media sites or in my advertising and marketing campaigns or email communications, your Review or part of your Review, as I reasonably require to lawfully promote my business. You can amend your consent at any time by email to hello@hannahpekary.com

19. Liability

- 19.1. Nothing in these Terms shall limit or exclude my liability for death or personal injury caused by my negligence or for any fraudulent misrepresentation.
- 19.2. I shall not be liable (whether caused by me, my agents, employees or otherwise) to you/your child for:
 - 19.2.1. any indirect, consequential or special damages, losses or costs;
 - 19.2.2. any loss of profits, business, data, reputation or goodwill or any such anticipated losses;
 - 19.2.3. any failure to deliver the Services where I am prevented due to an Event or another reason beyond my reasonable control; or
 - 19.2.4. any losses arising from your choice of Services or your use of the Services once delivered.
- 19.3. I warrant that the Services are of satisfactory quality and reasonably fit for the purposes in which they are intended to be used.
- 19.4. Save for the warranty set out in the clause above, all warranties and representations are excluded to the fullest extent permitted by law.
- 19.5. My entire liability to you shall be limited to the amount of the Fee paid by you at the time loss is sustained.
- 19.6. Nothing in these Terms seeks to excuse or limit your legal rights as a consumer, where applicable. For further information concerning your legal rights please contact your local Citizens Advice Bureau.
- 19.7. During the term of your access to the Programme, and at any time thereafter, you/your child agree to take no action which is intended, or would reasonably be expected, to harm me, my agents, employees, contractors, or any Clients, or my or their reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to me, my agents, employees, contractors, or any Client.
- 19.8. In the event a dispute arises in connection with the provision of the Services which we are unable to resolve following our internal complaints process or otherwise by mutual consent, then we both agree to submit the matter for mediation by a CEDR accredited independent mediator. In the event a resolution is still not possible 30 days following a mediation decision then either of us shall be at liberty to commence legal action.

20. Who we are and how to contact us

- 20.1. This Services shall be delivered by Hannah Pekary Education. Our business address is Office 106474, PO Box 92, Cardiff, CF11 1NB.
- 20.2. Should you wish to contact us then you can email us at hello@hannahpekary.com or alternatively you can write to us at Office 106474, PO Box 92, Cardiff, CF11 1NB.
- 20.3. If I need to contact you I will use the email address you provide to me at the time you purchase the Services. If you change your contact email address it will be your responsibility to notify me so that I can update my records.

20.4. Any reference in these Terms to a notice shall mean notice in writing sent by email to the email address above. All emails will be taken as delivered 48 hours from valid transmission.

21. General

21.1. The failure of either one of us to actively enforce any provision of these Terms shall not constitute a waiver, diminution or limitation of any right (including any enforcement rights).

21.2. In the event any provision of these Terms is deemed to be invalid or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.

21.3. These Terms represents the entire agreement between us and supersede all other negotiations, drafts, correspondence and discussions prior to you purchasing the Services.

21.4. You agree that we have made no other representations to you to induce you into purchasing the Services and no modification to our agreement shall be effective unless in writing and signed by us both.

21.5. Save as provided for in clauses 19.7, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

22. Applicable Law

22.1. These Terms and any dispute or claim arising out of them (including non-contractual disputes of claims) shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.

Schedule 1

Description of Services

Delivery of the Services will include the following;

1. 1 goal setting group zoom call a month lasting 60 minutes for teen.
2. Access to online platform
3. Parent access to Facebook group.
4. Full parental access.

Timetable

Delivery of the Services shall begin on: the day of purchase.

The first Session will take place on: the first Monday of the month after purchase