

Terms & Conditions — Get Clear, Get Confident, Get Clients

TERMS AND CONDITIONS — GET CLEAR, GET CONFIDENT, GET CLIENTS (GC³)

Last updated: 14.07.2026

1. ABOUT THESE TERMS

These Terms and Conditions ("Terms") apply to the provision of Get Clear, Get Confident, Get Clients (GC³) ("the Programme") by Donna Henley ("I", "me" or "my") to the person or business purchasing the Programme ("you" or "the Client").

My contact details are:

Donna Henley

Business address: 145 Moat Way, Brayton, Selby, North Yorkshire, YO8 9TB

Email: hello@donnahenley.com

The Programme is provided on a business-to-business basis only. By purchasing the Programme, you confirm that you are purchasing it wholly or mainly for purposes relating to your trade, business, craft or profession.

By completing payment through the payment link provided, you confirm that you have read, understood and agree to be bound by these Terms.

2. THE PROGRAMME

GC³ is a four-week business accelerator combining business coaching, strategy and implementation support.

The Programme currently includes:

Four live implementation sessions.

Access to Programme materials and resources.

WhatsApp support throughout the Programme period.

The Programme covers business-related topics which may include brand, ideal client, offers, money planning, messaging, decision-making and implementation.

The Programme may be delivered on a one-to-one or group basis, as specified at the time of purchase.

The Programme is designed for business coaching, education and professional development purposes.

3. PROGRAMME PERIOD

The Programme runs for 28 consecutive calendar days.

For one-to-one delivery, your Programme start date will be agreed between us in writing before the Programme begins.

For group or cohort delivery, the Programme will begin and end on the dates specified at the time of purchase.

Your access to WhatsApp support begins on the Programme start date and ends at the end of the 28-day Programme period.

The Programme period will not automatically be extended because of missed sessions, rescheduled sessions, holidays, illness, workload, personal circumstances or a failure to use the Programme or WhatsApp support.

Any extension or alternative arrangement is entirely at my discretion and must be agreed by me in writing.

An exception made on one occasion does not create an entitlement to the same or a similar exception in the future.

4. LIVE SESSIONS AND SCHEDULING

The Programme includes four live implementation sessions.

For one-to-one delivery, sessions may be scheduled in advance or agreed on a week-by-week basis by mutual agreement.

All four sessions must take place within the 28-day Programme period.

You are responsible for making yourself reasonably available to schedule and attend your sessions during the Programme period.

For group or cohort delivery, session dates and times will be communicated in advance.

Group session dates may be changed by me where reasonably necessary. Where this happens, I will give as much notice as reasonably practicable.

5. RESCHEDULING AND MISSED SESSIONS

For one-to-one sessions, you may request to reschedule a live session by providing at least 24 hours' notice.

Any rescheduled session must take place within the original 28-day Programme period.

Where less than 24 hours' notice is given, or you fail to attend a scheduled session, the session may be treated as used and may not be rescheduled.

I may, at my discretion, agree to reschedule a session or make an alternative arrangement in exceptional circumstances.

If I need to reschedule a one-to-one session, I will give you as much notice as reasonably practicable and arrange an alternative session.

Where my rescheduling means it is not reasonably possible to complete the affected session within the original 28-day Programme period, I will make reasonable arrangements for that session to take place outside the Programme period.

Group or cohort sessions are not individually rescheduled because you are unable to attend.

Where a group session is recorded, access to the recording may be provided in accordance with the Programme delivery arrangements communicated at the time of purchase.

6. WHATSAPP SUPPORT

WhatsApp support is available throughout the 28-day Programme period.

You may send messages through WhatsApp at any time during the Programme period.

I respond during my normal working hours, Monday to Friday. My working hours may vary and are not fixed to specific times each day.

I aim to respond within 24 business hours.

The 24-business-hour response period does not include Saturdays, Sundays, bank holidays in England or periods of planned absence that I have communicated in advance.

WhatsApp support is asynchronous. It does not provide instant, emergency or on-demand support, and there is no expectation of continuous or live back-and-forth communication.

You may communicate using text messages and voice notes.

Voice notes should generally be no longer than five minutes each. You may send multiple voice notes where reasonably necessary. I may ask you to summarise or resend information where the length, volume or format of messages makes it impractical for me to provide effective support.

For group or cohort delivery, WhatsApp support may be provided through a group space rather than individual private messaging, as specified at the time of purchase.

7. PROGRAMME MATERIALS AND ACCESS

You will receive access to Programme materials and resources relevant to GC³.

The format, platform and method of accessing Programme materials may change from time to time.

I may use third-party platforms to host or deliver Programme materials.

Any specific access period for digital Programme materials will be communicated at the time of purchase.

Access to Programme materials is personal to you and must not be shared with another person.

8. FEES AND PAYMENT

The Programme fee is the price stated at the time of purchase.

All fees are quoted and payable in pounds sterling unless otherwise agreed in writing.

I am not currently VAT registered and VAT is not currently added to the Programme fee.

Payment is due in full at enrolment unless an instalment plan has been expressly offered and agreed.

Payments may be made through Stripe or BACS, as agreed.

Where you choose an instalment plan, you remain responsible for completing all scheduled payments.

An instalment plan is a payment arrangement for the full Programme fee and is not a monthly subscription or payment for separate monthly services.

9. FAILED AND LATE PAYMENTS

If a payment fails or is not received when due, I may suspend your access to the Programme, Programme materials and support until the outstanding payment has been received in full.

If payment remains outstanding for seven calendar days, I may terminate your access to the Programme by written notice.

Suspension or termination because of non-payment does not remove your obligation to pay amounts that have already become due under these Terms.

Where you have agreed to an instalment plan, all remaining payments remain payable in accordance with the agreed payment schedule, subject to applicable law.

Where applicable, I reserve the right to claim statutory interest and compensation in relation to late commercial payments.

10. CANCELLATION AND REFUNDS

Programme payments are non-refundable once the Programme has begun, except where I expressly agree otherwise or where a refund is required by law.

If you choose to withdraw from the Programme after the Programme start date, you remain responsible for any outstanding payments due under an agreed instalment plan.

I do not provide partial refunds, pro-rated refunds or credits because you:

Do not attend a session.

Do not complete Programme activities or materials.

Do not use WhatsApp support.

Choose not to continue participating.

Experience a change in personal or business circumstances.

Any refund, credit, transfer or alternative arrangement offered outside these Terms is entirely at my discretion and must be agreed by me in writing.

11. SCOPE OF BUSINESS COACHING

The Programme provides business coaching, strategy, education and implementation support.

I may provide observations, questions, strategic guidance, feedback and practical support based on the information you provide to me.

The Programme is not, and must not be treated as:

Medical or healthcare advice.

Mental health treatment or therapy.

Psychological or psychiatric services.

Crisis or emergency support.

Legal advice.

Accounting or tax advice.

Regulated financial or investment advice.

Any other regulated professional service.

You should seek advice from an appropriately qualified professional where your circumstances require specialist medical, mental health, legal, accounting, tax or financial advice.

If you are experiencing a medical or mental health emergency, you should contact an appropriate emergency or healthcare service rather than using the Programme for emergency support.

12. CLIENT RESPONSIBILITY

You remain responsible for your business and for all decisions you make.

The Programme is a collaborative process. I may provide guidance, challenge your thinking, offer feedback and help you explore possible decisions or strategies.

You are responsible for deciding whether and how to act on that support.

You are responsible for:

Providing information that is accurate and sufficiently complete.

Attending and participating in the Programme.

Making your own business decisions.

Carrying out your own implementation.

Assessing the suitability of any strategy or action for your business.

Obtaining specialist professional advice where necessary.

Complying with laws, regulations and professional obligations that apply to you and your business.

I do not operate, manage or monitor your business on your behalf.

13. NO GUARANTEE OF RESULTS

I do not guarantee any particular business, financial or commercial outcome from the Programme.

In particular, I do not guarantee:

Income or revenue.

Profit.

Sales.

Clients or customers.

Leads.

Audience growth.

Business growth.

Any other specific result.

Business outcomes are affected by numerous factors outside my control, including your decisions, participation, implementation, market conditions, pricing, audience, business model and individual circumstances.

Testimonials, examples, client results or references to my own experience are illustrative only and do not constitute a promise that you will achieve the same or similar results.

14. CLIENT CONDUCT

You agree to communicate respectfully and participate in the Programme in a reasonable manner consistent with its purpose.

I may terminate your participation in the Programme immediately and without refund where, in my reasonable opinion, you:

Behave in an abusive, threatening, harassing or discriminatory manner.

Repeatedly or seriously violate agreed communication boundaries.

Misuse the Programme, Programme materials or access to me.

Engage in unlawful conduct connected with the Programme.

Deliberately provide materially false or misleading information.

Seriously disrupt a group or cohort environment.

Otherwise behave in a way that makes your continued participation unsafe or seriously inappropriate.

Where I terminate your participation under this clause because of your conduct or breach, no refund will be due.

Any outstanding instalment payments relating to the Programme fee will remain payable, subject to applicable law.

15. TERMINATION BY ME FOR OTHER REASONS

I may end or discontinue the Programme, or terminate your participation, for reasons unrelated to misconduct or breach where I reasonably consider that I am unable to continue providing the Programme or there is another genuine business or professional reason for doing so.

Where reasonably practicable, I will provide notice.

Where appropriate, I will offer a reasonable alternative arrangement, credit or refund for any part of the Programme I am unable to provide.

16. CONFIDENTIALITY

I will treat confidential business and personal information you share with me as confidential and will not intentionally disclose it to third parties except:

Where you have given permission.

Where disclosure is reasonably necessary to provide or administer the Programme.

Where I am required to disclose information by law, court order or a competent authority.

Where disclosure is reasonably necessary to establish, exercise or defend legal rights.

Where I reasonably believe disclosure is necessary to address an immediate and serious risk of harm.

You agree to keep confidential any confidential information about my business, methods or other clients that you become aware of through the Programme.

Where the Programme is delivered in a group or cohort format, you must keep confidential information shared by other participants private.

You must not record live sessions without my prior written permission.

I may discuss anonymised client circumstances, themes or coaching situations for professional reflection, supervision, training or educational purposes, provided

that I take reasonable steps not to identify you or disclose confidential information that would reasonably enable you to be identified.

17. TESTIMONIALS, CLIENT MESSAGES AND RESULTS

I will not publicly share an identifiable private message, testimonial, client result or coaching exchange for marketing purposes without your permission.

Where I request permission to share a testimonial, message, result or other client content, I will explain the intended use.

You may withdraw permission for future use by contacting me in writing.

Withdrawal will not necessarily require the recall or removal of materials already lawfully published or distributed before permission was withdrawn.

18. INTELLECTUAL PROPERTY

All intellectual property rights in Programme materials, frameworks, templates, documents, resources and original teaching content remain owned by me or the relevant third-party rights holder.

You are granted a personal, non-exclusive, non-transferable licence to use Programme materials for your own business and personal professional development.

You must not, without my prior written permission:

Copy or reproduce Programme materials for distribution.

Sell, license or commercially exploit Programme materials.

Share Programme materials with third parties.

Upload Programme materials to shared libraries, membership platforms or public databases.

Teach, repackage or present my frameworks or Programme materials as your own.

Remove copyright, ownership or attribution notices.

Nothing in these Terms transfers ownership of my intellectual property to you.

You retain ownership of your own pre-existing business materials and intellectual property.

19. THIRD-PARTY PLATFORMS

The Programme may be delivered using third-party platforms, including WhatsApp and other platforms specified at the time of purchase.

By participating in the Programme, you acknowledge that use of third-party platforms is subject to the relevant provider's own terms, privacy practices, security measures and technical operation.

I am not responsible for outages, technical failures, account restrictions or interruptions caused by a third-party provider that are outside my reasonable control.

You are responsible for considering the nature and sensitivity of information you choose to send through third-party communication platforms.

20. DATA PROTECTION AND PRIVACY

I process personal information in accordance with my Privacy Policy and applicable data protection law.

Questions about personal information or data protection can be sent to hello@donnahrenley.com.

Data protection complaints will be handled in accordance with my Data Protection Complaints Procedure.

21. LIMITATION OF LIABILITY

Nothing in these Terms excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

Subject to the above, I will not be liable for indirect or consequential loss, loss of profit, loss of revenue, loss of anticipated savings, loss of business opportunity, loss of goodwill or loss arising from a business decision you make following the Programme, to the extent that such liability may lawfully be excluded.

Subject to the first paragraph of this clause, my total aggregate liability arising out of or in connection with the Programme, whether in contract, tort, including negligence, breach of statutory duty or otherwise, will not exceed the total fees paid by you for the Programme.

Nothing in this clause is intended to exclude my obligation to provide the Programme with reasonable care and skill or to exclude or restrict liability beyond what is permitted by law.

22. EVENTS OUTSIDE MY REASONABLE CONTROL

I will not be responsible for delay or failure to provide the Programme where caused by events outside my reasonable control.

Such events may include serious illness, bereavement, widespread technology or telecommunications failure, platform outages, power failure, natural disasters, government action or other events that could not reasonably have been prevented.

I will use reasonable efforts to communicate with you and resume delivery as soon as reasonably practicable.

Where an event significantly prevents delivery of the Programme, I will consider an appropriate alternative arrangement, extension, credit or refund having regard to the circumstances.

23. CHANGES TO THE PROGRAMME OR THESE TERMS

I may make reasonable changes to the administration, format, platform or delivery of the Programme where the change does not materially reduce the core Programme you purchased.

I may update these Terms from time to time.

Where a change materially affects an active client's rights, payment obligations or access to the Programme, I will provide reasonable notice before the change takes effect.

Changes will not retrospectively alter fees or obligations that have already accrued.

24. NOTICES

Formal notices relating to termination or a material contractual matter must be sent by email.

Notices to me must be sent to:

hello@donnahenley.com

A notice is treated as received when it reaches the recipient's email system, provided the sender has not received an automated delivery failure notification.

Routine Programme communication through WhatsApp or another Programme platform does not constitute formal contractual notice unless I expressly confirm otherwise in writing.

25. ENTIRE AGREEMENT

These Terms, together with any written Programme details expressly agreed between us and my Privacy Policy, form the agreement between you and me in relation to the Programme.

You acknowledge that you have not relied on any statement, promise or representation that is not set out in or expressly incorporated into the agreement.

Nothing in this clause excludes or limits liability for fraud or fraudulent misrepresentation.

26. SEVERABILITY

If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision will be treated as modified to the minimum extent necessary to make it valid and enforceable.

If modification is not possible, the relevant provision will be removed.

The remaining provisions will continue in effect.

27. WAIVER

If I do not immediately enforce a right under these Terms, this does not mean I have waived that right.

Any waiver of a right must be clear and will apply only to the specific circumstances in which it is given.

28. THIRD-PARTY RIGHTS

Unless these Terms expressly state otherwise, a person who is not a party to the agreement has no right to enforce any provision of it under the Contracts (Rights of Third Parties) Act 1999.

29. GOVERNING LAW AND JURISDICTION

These Terms and any dispute or claim arising out of or in connection with them are governed by the laws of England and Wales.

The courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or the Programme.