

HSP Professional Coaching Terms and Conditions

TERMS AND CONDITIONS

1 ABOUT THESE TERMS

1.1 These terms and conditions (the Terms), including the details of your order (the Contract) set out the terms on which you can purchase the services set out in the order you have placed with us (the Services).

1.2 Please read these Terms carefully. These Terms tell you who we are and other important information. They describe how we sell our Services, set out your rights and responsibilities and tell you what to do if there is a problem. These Terms also limit our liability.

1.3 Some of these Terms only apply if you are purchasing Services as a consumer. This means that you primarily use the Services for personal use (and will not use our Services for commercial, business or resale purposes). Terms that only apply to consumers will be marked clearly.

1.4 Please note that we reserve the right to update, change or replace any part of these Terms at our sole discretion. However, the Terms which apply to your order will be those in force at the time you submitted your order to us.

1.5 We will collect some personal data about you in order to process your order (e.g. your name, email address, payment details and delivery information). For information regarding how we process your personal data, please see our privacy policy at <https://app.termly.io/document/privacy-policy/b99b1de0-e4bc-42b3-ad61-f2ca0e5de0cb>.

1.6 These Terms cover the terms and conditions if you purchase Services in one of our stores, over the phone, or at some other location arranged with you. For information regarding access to and use of our website, please see our website terms of use at <https://app.termly.io/document/terms-of-service/2e749174-e17a-4b68-bc2f-79f8b99b1717>.

2 WHO ARE WE?

2.1 We are THE HIGHLY SENSITIVE HUMAN ACADEMY LTD, registered in England and Wales with company number 15326293 whose registered address is C/O The Accountancy Partnership Suite 5, 5th Floor, City Reach 5 Greenwich View Place, London, E14 9NN.

2.2 We are Education and in the business of selling courses and coaching .

2.3 If you have any questions about this Contract, please contact us using the details below:

Email: info@highlysensitivehumans.com

3 PERFORMANCE OF THE SERVICES

3.1 We will perform the Services in accordance with the terms of this Contract.

3.2 The Services performed by us will conform to their description. This description will either be set out in our acceptance of your order or, if required, (for example, where we need to provide a more detailed description) provided to you separately in writing.

3.3 We will provide the Services using reasonable care and skill.

3.4 If we have agreed to perform our Services to you based on information provided by you, you are responsible for ensuring that the information you provide is correct.

3.5 While we make every effort to perform our Services to you on the performance dates and times set out in the acceptance of your order or as soon as reasonably possible, the time of performance is not guaranteed.

3.6 Sometimes we are prevented from performing the Services because of something outside of our control. If there might be a delay before we can start or restart the Services, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur as a result of any delay caused by circumstances beyond our reasonable control (for example, but not limited to, severe weather, accidents or unpredictable traffic delays).

3.7 If the Services are delayed because of something outside of our control by more than 14 days, we will email you to let you know and offer you the option to either continue waiting until the issue has been resolved (if this is possible) or to cancel the Services and get a full refund.

3.8 All warranties, representations, guarantees, conditions and terms, other than those expressly set out in this Contract whether express or implied by statute, common law, trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by law.

4 PRICE AND PAYMENT

[4].1 The price for our Services will be shown at

<https://academy.highlysensitivehumans.com/courses/3-month-professional-training-coaching-highly-sensitive-people-may-2024>. Where you are a consumer, the Price is inclusive of VAT. If you are a business customer, this is exclusive of VAT.

[4].2 Prices for our Services may change at any time. This will not affect existing orders unless there has been an error regarding the pricing of any of our Services and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order.

[4].3 We will charge the Price to the credit or debit card that you have provided at the time we accept the order. All amounts due must be paid in full in advance or in accordance with the payment plan (paying in 3, 6 or 12 monthly installments). If you cancel your order after 14 days of the initial order, you are still eligible to pay all of the instalments until completion.

[4].4 We accept credit cards and debit cards. You can also pay by direct debit upon emailing info@highlysensitivehumans.com. All credit card and debit card payments need to be authorised by the relevant card issuer.

[4].5 Where you fail to pay our invoice/installments in accordance with clause [4].3, we shall be entitled to:

(a) charge interest on any balance outstanding at the rate of [2%] per year above the Bank of England's base rate (or where the Bank of England's base rate is less than 0%, interest shall be charged at [2%] per year.

(b) suspend all or part of the Services until payment has been made in full.

5 YOUR RIGHTS AS A CONSUMER

5.1 This clause 5 only applies where you purchase Services from us as a consumer.

5.2 You have 14 days from the date of your order confirmation email to change your mind and cancel your order.

5.3 We will not perform any Services during the 14-day cancellation period unless you request for us to do so when you place your order. We are under no obligation to accept your request.

5.4 If you request for us to start performing the Services during the 14-day cancellation period and we agree to do so, this will impact your cancellation rights as follows:

5.4.1 you lose your right to cancel once the Services are fully performed and will not be entitled to a refund even if the cancellation period has not expired;

5.4.2 if the Services have not been fully performed, you will be required to pay for the Services we provided up to the time that you told us that you want to cancel.

5.5 To cancel your order, please email us at info@highlysensitivehumans.com. You can also copy and paste the following model cancellation form wording to your email to cancel your order:

To [Supplier's name]

My name is [insert your full name].

I am giving notice to cancel my contract for a [insert details of Services]. I placed this order on [insert Date] at [enter location].

5.6 To help us process your cancellation more quickly, please have your order details ready or include them in the email or cancellation form you send to us.

5.7 We will issue your refund to the same payment method you used when you placed your order.

5.8 The decision to defer your enrolment in the course and join the next cohort (either May or September of the same or next year) must be made within 21 days of the start date of the course. The decision to defer your enrolment to the next cohort is not guaranteed and is up to the discretion of the course instructor (Jules De Vitto). Illness, personal injury, loss of job or other medical emergencies are a good reason to apply. Any scheduled fees and instalments still need to be paid according to the initial payment schedule and cannot be refunded. Any increase in course fees must also be accounted for, and the difference paid to secure enrolment in the next course.

5.9 For more detailed information on your consumer rights, visit the Citizens Advice website at www.citizensadvice.org.uk/consumer or call 0808 223 1133.

6 YOUR OBLIGATIONS AND RESTRICTIONS

6.1 You agree that:

6.1.1 you will pay the Price for the Services;

6.1.2 you will provide complete and accurate information when placing an order;

6.1.3 you will comply with this Contract, and any other documents referred to in it, when placing an order for Services;
and

6.1.4 in reading and accepting this Contract, you are aware of and understand your rights and responsibilities, and if you are not sure, you have contacted us for more information.

6.2 You shall, without limitation, and as we reasonably deem necessary and applicable to allow us to perform Services:

6.2.1 grant us access and provide us with access the services location, including any equipment, systems and facilities;

6.2.2 provide us with information, data and access to staff members.

6.3 You understand that we are not liable for any delay or failure to provide the Services which arises as a result of your failure to comply with this clause 6.

7 OUR INTELLECTUAL PROPERTY RIGHTS

7.1 You agree that we and our licensors own all intellectual property rights in the Services and deliverables we provide. This Contract does not grant you any rights to any intellectual property rights in the Services or in the deliverables.

7.2 You must not use our trademarks or our tradenames on your website or in any marketing materials without our express written consent.

8 OUR LIABILITY TO YOU

8.1 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage. If we are affected by an unforeseeable event, we will promptly write to you to let you know if this means we are unable to fulfil the Contract.

8.2 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

The following clauses in this clause 8 only apply to you if you are a consumer.

8.3 If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the Contract was made, it was either clear that such loss or damage would occur, or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

8.4 We are not liable to you for any losses you incur where the Services are delayed or cannot be performed because you fail to make the service location available to us, or fail to prepare the location as required for us to provide the Services, or fail to provide us with adequate instructions or information to allow us to perform the Services (for example, failure to provide measurements).

9 TERM AND TERMINATION

9.1 This Contract shall start on the date your order is accepted by us and shall continue until:

9.1.1 all Services have been delivered as per the our acceptance of your order and the Price for the Services has been paid in full, in which case the Contract shall expire;

9.1.2 you cancel the Contract exercising your rights under clause 5;

9.1.3 the Contract is terminated; or

9.1.4 we exercise our right to end our contract under clause 9.2.

Our right to end the Contract

9.2 We may terminate this Contract at any time by contacting you in writing if:

9.2.1 you commit a serious breach of this Contract;

9.2.2 you do or take part in anything illegal when purchasing our Services; or

9.2.3 you fail to pay any amount due under this Contract.

9.3 You can cancel your order under clause 5 .

9.4 Our rights to terminate this Contract do not affect any of your rights.

10 FEEDBACK AND COMPLAINTS

10.1 We welcome any feedback about our Services. We hope that you are satisfied with any purchase you make with us, and we are always keen to hear about ways to improve our Services. If you have any comments, please let one of our sales staff know, or submit these to <https://www.highlysensitivehumans.com.involve.me/hsp-coaching-course-feedback-form>.

10.2 If you do have any complaints, please let one of our sales staff know, or submit them to info@highlysensitivehumans.com and we will aim to deal with these swiftly.

11 GENERAL

11.1 Interpretation of this Contract: In this Contract:

11.1.1 a person means an individual, a firm or a company (whether or not having a separate legal identity from its members or owners);

11.1.2 clause, schedule and paragraph headings shall not affect the interpretation of this Contract;

11.1.3 references to statutes, regulations or other legislation or enactments referenced herein shall be deemed to be references to that enactment as amended, supplemented, re-enacted or replaced from time to time;

11.1.4 the words include, including and similar words or expressions will not limit the meaning of the words that come before them;

11.1.5 reference to writing or written includes email but not any other form of electronic communication; and

11.1.6 each of the parties shall be referred to as a party or together, the parties.

11.2 Costs: Each party is responsible for its legal and other costs in relation to the preparation and performance of this Contract.

11.3 Survival of terms: The parties intend the following terms to survive termination:

Clause 4

Clause 5

Clause 7

Clause 8

Clause 9

Clause 11

and all clauses required for their interpretation.

11.4 Relationship of the parties: The parties are independent businesses and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other.

11.5 Third party rights: For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Contract is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions. However, this does not affect any rights or remedy of such a person that exists or is available apart from that Act.

11.6 Assignment and other dealings: No party may assign, subcontract or encumber any right or obligation under this Contract, in whole or in part, without the other party's prior written consent or except as expressly permitted in this Contract.

11.7 Entire Agreement: this Contract, and any document referred to in it, contains the whole contract between the parties relating to its subject matter and supersedes any prior contracts, representations or understandings between them unless expressly referred to in this Contract. Each party acknowledges that it has not relied on, and will have no remedy in respect of, any representation (whether innocent or negligent) made but not covered in this Contract. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

11.8 Variation: No amendment or variation of this Contract will be valid unless agreed in writing by an authorised signatory of each party.

11.9 Severability: If any clause in this Contract (or part of a clause) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced), the relevant clause (or part of it) will apply with such deletion or modification as may be required to make it legal, valid and enforceable, and the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this Contract as soon as possible.

11.10 Waiver: No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

11.11 Notices: Notices under this Contract must be in writing and sent to the other party's address or email address, as set out in the order. Letters sent in the United Kingdom will be deemed delivered 3 business days (excluding English Bank Holidays), after sending. Emails will be deemed delivered the same day (or the next business day, if sent on a non-business day or after 5pm on any business day at the recipient's location).

11.12 Governing law and jurisdiction: This Contract is governed by the law of England and Wales. All disputes under this Contract will be subject to the exclusive jurisdiction of the courts of England and Wales. If you are a consumer and live in either Northern Ireland or Scotland, you can choose to bring a claim in England and Wales or in the courts of another part of the United Kingdom in which you live.