

## Thrive! Group Course Terms and Conditions

### 1. Application of terms and conditions

1.1. These terms and conditions ("**Terms**") apply to Thrive! Course Membership ("**Membership**") operated by Patricia Worby T/A AlchemyTherapies.co.uk ("**I**" or "**me**"). By applying to be a member of my Thrive! Course, you agree to the following Terms and that these prevail over any inconsistent terms or conditions contained, or referred to, elsewhere or as implied by law, trade custom, practice or course of dealing. The agreement between us and you, the person or entity applying to be a member of my Membership ("**you**") and which is subject to these Terms ("**Contract**"), shall come into effect upon you applying to be a member of my Membership and shall continue until terminated in accordance with these Terms.

1.2. These Terms should be read in conjunction with my Website Terms of Use, Privacy Policy and Acceptable Use Policy (all of which can be found on my website [alchemytherapies.co.uk](http://alchemytherapies.co.uk) ("**site**").

1.3. Any content posted or submitted by you to my site or to my Facebook Groups [facebook.com/patriciaworbyalchemytherapies](https://facebook.com/patriciaworbyalchemytherapies) or /myemotionalaudit or youtube channel /dr Patricia Worby, PhD in the course of your Membership is subject at all times to the Acceptable Use Policy.

1.4. Where you are a corporate entity, "you" as used in these Terms shall be deemed to include your officers and employees and you shall procure that such officers and employees fully comply with these Terms.

### 2. Membership

2.1. Membership begins from the start date of 31<sup>st</sup> March 2022 (2start date") as follows:

#### **3 WEEK MEMBERSHIP** of Thrive Course

2.2. I may at my absolute discretion refuse either type of membership to any person or entity and I shall not be obliged to state my reasons for such refusal.

2.3. Memberships shall continue for the duration of the course for 3 weeks after the commencement of the course unless they are terminated by either of us in accordance with clause 6 below.

2.4. You agree to always keep user details and your password for the zoom calls confidential and to not disclose them to any third party. You must notify us immediately if you become aware of any unauthorized use of your account and you shall indemnify us against all claims, damages, losses, costs or expenses (including professional fees) and any other liability that arises from any unauthorized use of your account.

2.5. The online materials (video) of the Membership are held on third party secure servers (YouTube) and the website and I have taken all reasonable steps to ensure that the online content will be available at all times during the course of the Programme but in the event that such content (or any content added by you or other participants in the Programme) is not available in whole or in part at any time, or becomes corrupted, is deleted or is failed to be stored, I shall have no liability in any circumstances.

2.6. **The materials I deliver as part of your Membership do not in any way constitute advice or recommendations. I am providing training and guidance only. I am not able to advise you on your individual circumstances (see also Medical Disclaimer).**

### **3. Programme**

3.1. The Programme will be provided over the course of 3 weeks and shall be delivered by email & Zoom as detailed on the Thrive page at [alchemytherapies.co.uk/thrive](https://www.alchemytherapies.co.uk/thrive). You can also access the weekly content directly from the youtube link at any time like during the term of your membership and for a limited time afterwards (I reserve the right to limit access to the videos 3 months after completion of the membership). Details of sign up and terms and conditions is given on the Thrive course page <https://www.alchemytherapies.co.uk/thrive>.

### **4. Payment**

4.1. The total price payable for the Membership is as set out on the order form. You may make payment via the methods that are specified on the order form. Where the payments are stated on the order form to be made in instalments or are recurring payments, you agree that I may take these payments automatically without any further consent or notice from you.

4.2. The total price payable as set out in the order form is inclusive of Value Added Tax.

4.3. **All payments are non-refundable** other than as set out in paragraph 7.2 below.

### **5. my obligations**

5.1. I warrant to you that the Membership is of satisfactory quality and reasonably fit for the purpose for which you purchased the Membership/Group course.

5.2. Other than as set out in paragraph 5.1 above, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of coaching and the fact that your success is dependent on a number of factors over which I have no control, I do not guarantee any particular results.

5.3. I will endeavour to ensure that all information that I provide is accurate and up-to-date but I shall not be liable for any claims arising from such information being inaccurate or not up-to-date or otherwise.

5.4. You acknowledge that your personal data will be processed by and on behalf of us. I will process your personal data in accordance with my Privacy Policy that can be viewed at <https://www.alchemytherapies.co.uk/privacy>.

5.5 **Should there be any failure to deliver the course due to technical failure, illness or any such issue outside of my control I will endeavour to provide the course at such time as it is possible to start/continue. I will email you when this is to happen but I accept no liability for such events.**

### **6. Intellectual Property**

6.1. I am the owner or the licensee of all Intellectual Property Rights and all other rights in the materials provided to you by me as part of the Membership ("**Materials**") and all content within the Programme and nothing in these Terms

or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Materials [or the content of the Programme] to you or to any other person.

**6.2. You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the Materials.**

6.3. I grant to you a limited, non-exclusive, non-transferable, non-sub licensable, revocable licence to use all or any of the Materials for the purposes for which the Membership was provided only.

6.4. Except as set out in paragraph 6.3, you may not use any of my intellectual property rights at any time except where duly licensed. Use of my logo is strictly prohibited without my prior written consent.

6.5. You may not without my prior written consent make any audio or visual recordings of any part of my Materials.

6.6. I may from time to time record any or all or any part of the Materials being delivered during your attendance. You authorise us to use your image and voice in any such recordings (and to make use of such recording in any way I think fit) without payment, other condition or need for further consent.

6.7. You acknowledge that certain information contained in the Materials is already in the public domain.

6.8. You are not permitted to sell or promote products or services to other members of my Membership at any time without my prior written permission.

6.9. The provisions of this paragraph 6 shall survive termination of the Contract.

## **7. Term and termination**

7.1. The Contract shall continue until your membership expires, other than for the Terms that are specifically stated to remain in force which will survive termination of the Contract.

7.2. You may terminate your Membership and the Contract at any time after booking up to 24 hours before the start date (31<sup>st</sup> March 2022) by cancelling the booking on my website or emailing me at [patriciaworby@gmail.com](mailto:patriciaworby@gmail.com).

**7.3 Strictly no refund of any amount paid by you for the Programme after the start date of the Membership. If you wish to terminate before then you can do so through the website booking which will inform me by email that you wish to cancel and I will endeavour to refund you minus any fees that may have been incurred through third party payment software (e.g. Stripe) – currently 1.9% +20p.**

7.4. Termination of this agreement shall not affect either of my accrued rights, remedies, obligations and liabilities of either of us as at the date of termination of this Contract, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.

7.5. Any delay by us in exercising my right to terminate the Contract shall not constitute a waiver of my right to terminate or to seek any other remedy.

7.6. Paragraphs which expressly or by implication have effect after termination of the Contract shall continue in full force and effect after the date of termination of the Contract.

7.7. This paragraph 7 shall survive termination of the Contract.

7.8. Where the Contract expires, this shall be treated as a termination for the purposes of all paragraphs that refer to “termination”.

## **8. Liability**

8.1. I shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by you as a result of you entering into the Contract and/or us providing the Membership.

8.2. my total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall in all circumstances be limited to the price paid by you for the Membership.

8.3. If I am prevented from or delayed in performing my obligations by your act or omission or by any circumstance outside of my control, I shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

8.4. I shall not be liable for additional costs incurred by you as a result of changes in (i) the Membership, (ii) any of the Materials, (iii) the location of venues, (iv) the time and date of sessions or (v) trainers, instructors or coaches.

8.5. Nothing in this paragraph 8 shall limit my liability for death or personal injury caused by my negligence or for my fraud or fraudulent misrepresentation or for any matter for which it would be illegal for us to exclude, or attempt to exclude, my liability.

8.6. The provisions of this paragraph 8 shall survive termination of the Contract.

8.7. You acknowledge and agree that:

8.7.1. The Contract constitutes the entire agreement and understanding between us and supersedes any previous arrangement, understanding or agreement between us relating to the provision of the Membership (which shall be deemed to have been terminated by mutual consent);

8.7.2. in entering into the Contract you have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the provision of the Membership other than as expressly set out in the Contract.

## **9. General**

9.1. By applying for Membership you warrant that:

9.1.1. You are legally capable of entering into binding contracts; and

9.1.2. You are at least 18 years old; and

9.1.3. That all information you provide us with is materially true and accurate at all times and not misleading in any way.

- 9.2 You may not transfer any of your rights or obligations under these Terms to another person without my prior written consent. I can transfer all or any of my rights and obligations under these Terms at any time.
- 9.3 If any court (or other competent authority) decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be 'severed' from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 9.4 If I do not insist on performance of your obligations or I delay in exercising any rights or remedies that I have, that will not mean that I have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If I do waive a default by you, that will not mean that I will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless I expressly say that it is a waiver and I tell you so in writing.
- 9.5 I may vary these Terms (other than the price payable by you for the Membership) as I see fit from time to time and if I do, I shall notify you by email of the change of terms. Your continuation with the Membership will be deemed to be your acceptance of any new Terms.]
- 9.6 You accept that communication with us will be mainly electronic. I will contact you by e-mail or provide you with information by posting notices on my site. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that I provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.
- 9.7 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 9.8 These Terms and any dispute or claim arising out of or in connection with it shall be governed by English law and you and I both agree to the exclusive jurisdiction of the English courts.