

# A BEAUTIFUL CHILDHOOD

training + coaching

## TERMS & CONDITIONS

"I", "my" or "us" refers to Eloise Rickman, a sole trader with a registered address at 74 Norton Gardens SW16 4TA;

"You" or "your" refers to The Client;

"Our" refers to dealings between Eloise Rickman and The Client.

### Bookings and commissions

An enquiry for a booking or commission does not constitute the creation of a contract and I reserve the right to decline to process a booking or commission for any reason.

By placing a booking with me and paying the Services Fee, you agree to be legally bound by these Terms. Once your booking has been confirmed, I will send you a booking confirmation, and at that point a contract on the Terms set out below is created between you and I.

### Payment

The fee for the services ("Services Fee") is as confirmed and agreed between the parties. Payment of the Services Fee must be made in full upon purchasing your place on the course. If full payment of the Services Fee is not made within this time, your booking may be cancelled.

I accept payment via PayPal using the information provided on my website. I do not accept cash payments of invoices. You accept responsibility for all arrangements and any costs incurred by participants taking part in or accessing the Services.

### Scope of services

The scope of the services I will provide are set out below ("the Services"):  
Access to A Beautiful Education online course.

Any services in addition or supplementary to those set out above may be negotiated between the parties and may incur additional fees to those agreed between the parties.

### Warranty

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, I am not legally responsible for losses that:

- were not foreseeable to you and I when the contract was formed; or
- were not caused by any breach on my part;
- business losses; and
- losses to non-consumers.

My liability in the event of the cancellation of any of the Services is limited solely to the Services Fee paid by you. I will not be liable for any costs or losses incurred by you as a result of any of the Services being cancelled in accordance with these Terms. I will provide the above described services using reasonable skills and my best professional endeavours.

I do not guarantee any particular outcome from you using my services or acting on my advice. Should any adverse outcomes arise following the delivery of services, you accept any and all responsibility.

## **Copyright and licencing**

I am the owner or licensee of all intellectual property rights in the Services, their content and any materials provided. They are protected by copyright or trade mark registration and you may only use them in accordance with these Terms.

You agree not to redistribute, transmit, assign, sell, commercially exploit, broadcast, modify, adapt, edit, sub-licence, rent, share, lend or transfer any part of the Services, their content or any materials provided except as provided for in accordance with these Terms.

You agree not to make any recordings, including audio, video or photographic recordings, of the Services, their content or any materials provided except as provided for in accordance with these Terms without my express written consent.

Except as expressly agreed above, no other intellectual property rights of either party are transferred or licensed as a result of these Terms.

## **Date changes, cancellations, and refunds**

You may terminate the contract between us within 72 hours of agreement, by providing notice to me in writing. A refund will be made for any Services undelivered, minus a cancellation fee of 10% of the total Services Fee.

I do not offer refunds.

Neither party will have any liability for any failure or delay in performance of these Terms to the extent that such failure or delay results from any event beyond the reasonable control of that party for as long as such event means the performance is not possible or delayed. The party affected by such event will promptly notify the other party in writing when such event causes a delay or failure in performance and when it ceases to do so. If such event continues for a continuous period of more than six (6) months either party may terminate these Terms by written notice to the other party.

## **Confidentiality**

I will always keep our conversations and dealings confidential.

I may refer to my experience of delivering training for your organisation in such a way that your organisation could not be identified by anyone in the course of my work. If you have any concerns about this or do not want any aspect of our work together shared anonymously then please let me know and I will fully respect this choice.

## **Your privacy and personal information**

My Privacy Policy is available here: <https://fridabemighty.com/contact/privacy-policy/>

Your privacy and personal information are important to me. Any personal information that you provide to me will be dealt with in line with the Privacy Policy, which explains what personal information I collect from you, how and why I collect, store, use and share such information, your rights in relation to your personal information and how to contact me and supervisory authorities if you have a query or complaint about the use of your personal information.

## **Legal proceedings and Jurisdiction**

If there is a dispute, parties should not pursue a lawsuit. Disputes should be handled through mediation or, if mediation should fail, arbitration with an independent CEDR-approved arbitrator.

The contract between the parties and these Terms are to be interpreted under the laws of the United Kingdom.