

BACKGROUND:

- (A) These Terms of Sale together with the attachment below and any and all other documents referred to in these Terms of Sale set out the terms and conditions on which You will receive coaching by means of a course or workshop sold through this website www.profitcashgrowth.com ("Our Site").
- (B) Terms and information that are specific to accessing sessions of Paid Content presented by a Coach (as defined below) from or via Our Site or Our Facebook group or using Microsoft Teams set out in the attachment below for ease of reference but they will have the same effect as it set out in these Terms of Sale.
- (C) Please read these Terms of Sale and the attachment below carefully and ensure that You understand them before purchasing a course or workshop. If you have any queries about anything in these Terms of Sale or the attachment, please contact Us to discuss. **Before purchasing a Course or Workshop, You will be required to read, accept, and agree to comply with and be bound by these Terms of Sale and the attachment.** If You do not, You will not be able to purchase and access Paid Content through Our Site.
- (D) All of the information that We give to You will be part of the terms of Our Contract with You whether it is information that We:
- (i) are required by law to give to You before You order from Us or
 - (ii) voluntarily give to You and You rely on it either when deciding to order or when, subsequently, You make any decision about the purchase.
- We give You some of that information before You purchase and some of it is set out in these Terms of Sale and the attachment.
- (E) Paid Content is intended for access and use only by a person who is aged 18 or over, and only a person of that age can set up an Account and make a purchase.
- (F) These Terms of Sale apply only to the sale of Our Coaching via a Course and/or Workshop via Paid Content

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

- "Account"** means the account, referred to in sub-Clause 7.1, that You may need to set up with Us in order to access certain Paid Content;
- "Background Items"** means background and other information or materials relating to or forming part of the workshop, programme, tuition, instruction, teaching, coaching, training, or mentoring to be provided, all of which information or materials is downloadable or viewable as text/graphics;
- "Contract"** means a contract between Us and You for the purchase and access to any Paid Content, as explained in Clause 7;
- "Coach"** means the tutor, instructor, teacher, coach, mentor, or other individual who presents the Paid Content and/or who interacts with You online during any Course or Workshop session;
- "Course"** or **"Workshop"** means a course, mini course or workshop consisting of group and/or 1:1 session with a Coach in which you will receive access to Paid Content;

“Paid Content” means any content (including text, graphics, images, audio, and video) comprising of either a course, workshop or mini course and includes any Background Items or other materials or information, which We offer. The sessions, Background Items and other information or materials are sold by Us through Our Site and made available by Us by means of:

two-way synchronous livestream audio and/or video technology, e.g. Microsoft Teams or via Facebook

asynchronous livestream video and/or audio;

recorded streamed non downloadable video and/or audio via Microsoft Teams or Facebook; and downloadable (or other viewable) text, graphics or other video, audio, or other items or information, including Background Items.

Paid Content will be more fully described in other information that We give or make available to You before You order. That information may include the name of any Coach presenting any content on Our behalf but whether it does or does not do so, We may, decide in our discretion, at any time and without notice substitute any other Coach(s) who is suitably qualified and experienced.

“We/Us/Our” means Profit Cash Growth Ltd;

“You” or “Your” means the person in the course of their business or a company that purchases, accesses and uses any Paid Content.

2. Information About Us

2.1 Our Site, www.profitcashgrowth.com is owned and operated by Profit Cash Growth Ltd a company registered in England under company number 12582685 with a registered office address of The Coach House, 5 West Street, Leighton Buzzard, England, LU7 1DA.

2.2 We are VAT registered under VAT number GB444425012.

3. Contacting Us

If You wish to contact Us You may do so by email at claire@profitcashgrowth.com or by post at the address given in Clause 2 above.

4. Age Restriction

Only if a person is aged at least 18 years of age may they set up an Account and purchase through Our Site and access Paid Content.

5. Business Customers and Consumers

5.1 These Terms of Sale apply to business customers only. These Terms of Sale do not apply to individual consumers purchasing Paid Content for personal use (that is, not in connection with, or for use in, their trade, business, craft, or profession). If you are a consumer, please consult us before making a purchase.

5.2 These Terms of Sale constitute the entire agreement between Us and You with respect to Your purchase of Paid Content from Us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

6. Paid Content, Pricing and Availability

6.1 We make all reasonable efforts to ensure that all descriptions of the Course or Workshop and Paid Content available from Us correspond to what You will receive. Please note, however, that due to technology and availability, there may be some minor changes to timings that may occur.

6.2 Please note that sub-Clause 6.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor discrepancies.

6.3 We may from time to time change Our prices. Changes in price will not affect anything that You have already purchased but will apply to any subsequent purchases or renewals.

6.4 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of that Paid Content. However, if any change is made that would affect Your use of the Paid Content, suitable information will be provided to You.

6.5 In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Paid Content. If We do so, We will inform You at least 7 days before the changes are due to take effect.

If You do not agree to the changes, You may cancel the Contract as described in sub-Clause 13.1.

- 6.6 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to You before Your purchase. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.
- 6.7 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online.
- 6.8 All prices are checked by Us before We accept Your order. In the unlikely event that We have shown incorrect pricing information, We will contact You in writing to inform You of the mistake. If the correct price is lower than that shown when You made Your order, We will simply charge You the lower amount and continue processing Your order. If the correct price is higher, We will give You the option to purchase at the correct price or to cancel Your order (or the affected part of it). We will not proceed with processing Your order in this case until You respond. If We do not receive a response from You within 7 days, We will treat Your order as cancelled and notify You of this in writing.
- 6.9 If We discover an error in the price or description after Your order is processed, We will inform You immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform You of such an error and You do wish to cancel the Contract, please contact Us by email.
- 6.10 If the price changes between Your order being placed and Us processing that order and taking payment, You will be charged the price shown on Our Site at the time of placing Your order.
- 6.11 We are VAT registered as detailed in sub-Clause 2.2 and therefore any prices shown on Our Site shall be subject to VAT and clearly displayed before You are asked to make a payment.

7. Orders – How Contracts Are Formed

- 7.1 If the Paid Content You have purchased requires You to set up an Account, Our Site will guide You through the process. Please also see the attachment below for setting up an Account. Before completing Your purchase, You will be given the opportunity to review Your order and amend it. Please ensure that You have checked Your order carefully before submitting it.
- 7.2 If, during the order process, You provide Us with incorrect or incomplete information (including any incorrect or incomplete information about Your order) please contact Us as soon as possible. If We are unable to process Your order due to incorrect or incomplete information, We will contact You to ask You to correct it. If You do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel Your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Your access to the Paid Content that results from You providing incorrect or incomplete information.
- 7.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending You a confirmation by email. Only once We have sent You a confirmation will there be a legally binding Contract between Us and You.
- 7.4 The confirmation shall contain the following information:
 - 7.4.1 confirmation of your order including full details of the main characteristics of the order and Paid Content available as part of it;
 - 7.4.2 the cost of your order including, where appropriate, taxes and other additional charges;
 - 7.4.3 the duration of your order (including the start date and the expiry date).
- 7.5 In the unlikely event that We do not accept or cannot fulfil Your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to You as soon as possible and in any event within 14 days.
- 7.6 Any refunds under this Clause 7 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs. Refunds under this Clause 7 will be made using the same payment method that You used when making Your purchase.

8. Payment for a Course, Workshop and Paid Content

- 8.1 Payment for the Course or Workshop can be made in full in advance or by instalments as described on Our Site. Your chosen payment method will be charged when We process Your order and send you an email confirmation. This usually occurs immediately and You will be shown a message confirming Your payment.
- 8.2 We accept the following methods of payment on Our Site:
 - 8.2.1 Stripe;
 - 8.2.2 PayPal;

8.2.3 GoCardless; and

8.2.4 Apple Pay

- 8.2 In the event that Your payment bounces or is returned to Us We will suspend Your access to the Course or Workshop. Where you have accessed the Course or Workshop the fee will remain due and payable.
- 8.3 If you believe that We have charged You an incorrect amount, please contact at claire@profitcashgrowth.com as soon as reasonably possible to let Us know.

9. Provision of Paid Content

- 9.1 As outlined in the Course or Workshop description on Our Site, some or all of the following Paid Content appropriate to your purchase will be available to you as follows:
- 9.1.1 by live group sessions; and/or
 - 9.1.2 by a 1:1 session with a Coach; and/or
 - 9.1.3 handouts such as templates, PDFs or guides.
- 9.2 The Course or Workshop will be for a set period and will follow different stages as described on Our Site and in the order confirmation. We will provide You with a variety of Paid Content throughout those stages as described in 9.1 above and as follows:
- 9.2.1 Some Paid Content will be made immediately available to You upon purchase. Other Paid Content will become available at certain periods throughout the Course or Workshop. Any 1:1 session that is included in the Course or Workshop You have purchased shall be made available to You with a choice of 2 dates. Bookings for those dates shall be dealt with by Us on a first come first serve basis.
 - 9.2.2 Where the session is a livestream session You will be given advanced notification of the time and date of such. It shall be Your responsibility to attend the livestream session at that time and date. We shall not be responsible and nor shall We be liable for any session that you are unable to attend. To get the full value from the Course or Workshop You are advised to attend ALL sessions. You shall not be entitled to a refund for any sessions that you miss. However, all live sessions will be recorded and made available for You to watch back.
 - 9.2.1 Where we provide a livestream session, We will use reasonable endeavours to make it available and start it at the time it is scheduled to start, but the start may be delayed either by the overrunning of a previous item or by other circumstances. Any such delay will not normally exceed 30 minutes but if the start is delayed by more than that period then the session shall go ahead and We shall record the session so that You can watch the replay. We will make alternative arrangements for an additional session to be provided at another time.
- 9.3 Our Services are provided by means of guidance and education on a non-regulated basis. We are not a financial adviser and as such the Paid Content is provided by means of recommendations and not qualified advice.
- 9.4 Whilst the Paid Content is provided on a non-regulated basis, We are obligated to carry-out the Paid Content in compliance with all relevant Anti Money Laundering Legislation. Accordingly, if at any time, there appear to be grounds to suspect any instruction or activity is related to 'criminal property', We are obliged to make a report to the National Crime Agency ("NCA"). In such circumstances We are prohibited from telling you or the relevant party We have done so. In such circumstances, We will be prevented from acting on your instructions without the prior written consent of the NCA.
- 9.5 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:
- 9.5.1 To fix technical problems or to make necessary minor technical changes;
 - 9.5.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements;
 - 9.5.3 To make more significant changes to the Paid Content, as described above in sub-Clause 6.4.
- 9.6 If We need to suspend availability of the Paid Content for any of the reasons set out in sub-Clause 9.2, We will inform You in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a serious problem with the Paid Content, in which case We will inform You as soon as reasonably possible after suspension). Your Paid Content will be extended by a period equivalent to the length of the suspension (unless the period of suspension is more than 30 days). If the suspension lasts (or We tell You that it is going to last) for more than 30 days, You may end the Contract as described below in sub-Clause 13.2.
- 9.7 Any refunds under this Clause 9 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 9.8 Refunds under this Clause 9 will be made using the same payment method that You used when making the

purchase.

10. Licence

- 10.1 When You purchase Paid Content, We will grant You a limited, non-exclusive, non-transferable, non-sublicensable licence for You to access, participate in and use the relevant Paid Content for use in Your business. The licence granted does not give You any rights in Our Paid Content (including any material that We may licence from third parties).
- 10.2 The licence granted under sub-Clause 10.1 is subject to the following usage restrictions and/or permissions:
 - 10.2.1 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works');
 - 10.2.2 When You use a two-way livestream facility to access a Paid Content item or event You must not communicate or make accessible to any other person (who also accesses or participates in it as one of Our customers) anything (by voice, text, image or otherwise) except for a query about or contribution to that item or event which is proper having regard to the content of it.

11. Ending the Contract

You may end the Contract at any time. However, we cannot offer any refunds and you will continue to have access to the Paid Content for the remainder of the term detailed in sub-Clause 8.1 above thereafter the Contract will end. If you choose to pay in instalments and you end the Contract before you have paid in full, You shall be liable for the full cost of the Paid Content you purchased.

12. Ending the Contract Because of Something We Have Done (or Will Do)

- 12.1. If We have suspended availability of the Paid Content for more than 30 days, or We have informed you that We are going to suspend availability for more than 30 days, you may end the Contract immediately, as described in sub-Clause 9.5. If you end the Contract for this reason, We will issue you with a pro-rata refund.
- 12.2. If We inform you of an error in the price or description of the Paid Content and you wish to end the Contract as a result, you may end it immediately.
- 12.3. You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation.
- 12.4. If you wish to exercise your right to cancel under this Clause 21, you may inform Us of your cancellation using the contact details provided at sub-Clause 14.1. In each case, providing Us with your name, address, email address and telephone number.
- 12.5. Refunds under this Clause 12 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel. Refunds will be made using the same payment method that you used when making your purchase.

13. Rescheduling a Session

- 13.1. You shall not be permitted to reschedule a group session. If You are unable to attend You shall notify Us in writing as soon as possible and You shall not be entitled to a refund in these circumstances.
- 13.2. You shall not be permitted to reschedule a 1:1 session. If You are unable to attend You shall notify Us in writing as soon as possible and the session shall be forfeited without any entitlement to a refund. If You want to book another session We shall provide You with a quote which shall be calculated in accordance with the Course or Workshop You have purchased. The reschedule fee shall be payable in advance and the session shall not be confirmed until payment is received by Us.
- 13.3. We may cancel a session time and date in the following circumstances:
 - 13.3.1. We are not available;
 - 13.3.2. An event described in Clause 15 occurs and continues for more than 90 days.

In the event that We cancel a session in accordance with sub-Clause 13.3, We will provide alternative dates within the proceeding 14 days.

14. Our Liability

- 14.1. Subject to sub-Clause 13.3, We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.
- 14.2. Subject to sub-Clause 13.3, Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be 100% of the total sums paid by you under the contract in question.
- 14.3. Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

15. Events Outside of Our Control (Force Majeure)

- 15.1. We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 15.2. If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
 - 15.2.1 We will inform you as soon as is reasonably possible;
 - 15.2.2 We will take all reasonable steps to minimise the delay;
 - 15.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
 - 15.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Paid Content as necessary;
 - 15.2.5 If the event outside of Our control continues for more 90 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 14 days of the date on which the Contract is cancelled and will be made using the same payment method that you used when making your purchase.
 - 15.2.6 If an event outside of Our control occurs and continues for more than 90 days and you wish to cancel the Contract as a result, you may do so by contacting Us using the contact details found at sub-Clause 14.1.

In each case, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 14 days of the date on which the Contract is cancelled and will be made using the same payment method that you used when making your purchase.

16. Communication and Data Protection

- 16.1 If you wish to contact Us with any questions, complaints or feedback you may contact Us by telephone at 07964 975318, by email at claire@profitcashgrowth.com, or by post at The Coach House, 5 West Street, Leighton Buzzard, England, LU7 1DA.
- 16.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your rights thereunder.
- 16.2 All personal information that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Act 2018, the UK General Data Protection Regulation ("UKGDPR") and your rights under the UKGDPR and any adaptation of the same which the UK implements.

17. Other Important Terms

- 17.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
- 17.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 17.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 17.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 17.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your purchase, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them.

18. Law and Jurisdiction

- 18.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 18.2 Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Attachment

1. Use of Microsoft Teams web-conferencing platform

We offer the Paid Content online using technology which allows Us to provide that Paid Content provided that You have the appropriate technology (see below) to receive the Paid Content. For this purpose, We use Microsoft Teams as well as a private Facebook group. Accordingly, the following remainder of this attachment applies.

2. The technology that We will be responsible for providing

We will subscribe to Microsoft Teams, paying any necessary fees to Microsoft Teams to maintain that subscription. It will enable Us to act as “host” and to provide the Paid Content to You over the internet via Microsoft Teams platform.

We do not provide any PC, laptop, tablet, mobile phone or other hardware (“Device”) or any Microsoft Teams App or other software for use on or with any devices, nor any internet connection or service or other equipment or facilities necessary to enable You to use either Microsoft Teams or Facebook.

3. The technology and other items that You will be responsible for providing

It will be Your sole responsibility to ensure that You have access to, and familiarity with all necessary technology so that You can receive and participate in the Paid Content via Microsoft Teams or Facebook.

You will need to ensure that You have access to and use of the following non-exhaustive list of facilities for this purpose:

- a) An appropriate functioning Device which is adequately charged;
- b) An up to date Microsoft Teams and Facebook App where applicable. It will need to be downloaded to Your device, and installed and working fully and correctly on Your device, so that You can receive the Paid Content;
- c) Stable, reliable, internet access with adequate speed;
- d) A safe location with a suitable quiet and comfortable environment in which to watch, listen, speak where appropriate, make notes, and otherwise to participate as necessary, without the presence of any other person to distract You or the Coach;

- e) Where the Device on its own does not provide an adequate microphone and/or loudspeakers for the purpose, external microphone and/or speakers as reasonably necessary; and

We do not supply or make available Microsoft Teams or Facebook platforms that You use to access any Paid Content. We are not a party to Your download and use of that platform, and We will have no responsibility or liability to You in relation to it in any respect. It will be subject to and governed by such terms and conditions and privacy policy of Microsoft Teams and Facebook as the third party provider of the platform to You imposes on such download and use.

Paid Content consisting of Background items is not provided via Microsoft Teams or Facebook platform but is instead downloadable directly from Our Site.

4. Scope of what We make available to access

We do not, and cannot, assist You to obtain, set up, maintain, or operate any technology. If You need any assistance or advice about technology, You should seek it from an appropriate third party. We do not, and cannot, give You any advice about what technology is needed or how to use it.

We do not claim to have any expertise or skill in relation to any technology that You need or use for the purpose of receiving the Content. However, We may, if You request it, either before or during any session of the Paid Content, and without charge, offer suggestions in good faith to resolve any problem with that technology that You report, but it will not be in the nature of advice to You. We do not therefore take on any responsibility or accept any liability to You if any such suggestion does not help You to resolve any problem or if by following any such suggestion You experience any other problem, loss or damage to any technology or other thing except if Your device or Your content is damaged in circumstances where We are liable in respect of that damage.

We will not be responsible or liable to You if You are unable to access any of the Paid Content due to any failure or delay in performing Our obligations under the Contract resulting from any cause beyond Our reasonable control. In any such case, You will remain liable to pay for the Paid Content that We have made available for You. Such causes beyond Our reasonable control may include (but are not limited to):

- a) Where You are unable to resolve any technology problem (whether or not You have asked Us for or We have offered any suggestions as to how to resolve the problem); or
- b) Any slow speed, instability, temporary or other breakdown, unavailability or inadequacy of, or defect in, Your internet service or any other equipment or service (e.g. telecommunications, computing, audio or visual) that You use or rely on; or
- c) Failure of or defect in Microsoft Teams or Facebook platforms used by Us or You to make the Paid Content available to You; or
- d) Your inability to access the Paid Content due to failure of or defects in Our Site etc.

5. Account set-up needed

To access some, but not all, of Our Courses and Workshops You will first need to set-up and then maintain an Account with Us. If You are required to set up an Account, We will advise You of this during the booking process and Our Site will guide You through the process. Please also note the following regarding Account set-up.

You may not create an Account if You are under 18 years of age.

We only offer Paid Content for use in the UK to individuals residing in the UK. You may only open an Account with a residential address in the UK.

During the process of setting up an Account, You will be required to choose a password and user name. We recommend that You choose a strong password for Your Account.

You will be asked for additional information regarding Your Account, such as Your e-mail address.

6. Your responsibility for Your Account and its security

You must not share Your Account or Your Account details with anyone. If You believe that Your Account is being used without Your permission, please contact Us immediately. We will not be liable for any unauthorised use of Your Account.

You are fully responsible for maintaining the confidentiality of Your password and account information and for all activities that occur under Your password or Account. You must ensure that You log out from Your Account at the end of each session accessed by You. You must immediately notify Us of any unauthorised use of Your password or Account or any other breach of security relating to Your Account.

You must never use anyone else's Account without prior authorisation from Us for the specific occasion in question.

When creating an Account, the information You provide must be accurate and complete. If any of Your information changes at a later date, it is Your responsibility to ensure that Your Account is kept up-to-date.

Your Account will remain active for the duration of the Course or Workshop.

7. Your privacy and security on each occasion when Paid Content is accessed

Where any session that You access is two-way synchronous livestream audio and/or video technology (not a pre-recorded one-way transmission), on the occasion You access it, it will also be made simultaneously accessible to all others who have purchased it and choose to access it unless We specify that it is to be made available on that occasion only to You as an individual private session.

Therefore, unless We specify that a particular two-way session is only accessible to You, the following will apply to such a session:

- a) When You sign into Microsoft Teams You should indicate Your first name only since Your name will be visible to Our other customers taking part;
- b) You understand and are aware that there is a risk that other customers and other people may see and hear (via the video and/or audio facilities of the Microsoft Teams platform and Your device) not only You but also Your space and its surrounding and other people in or near that space and its surrounding when You are participating in the session;
- c) The space that You use should be free of others and it should be difficult to see or hear via Microsoft Teams platform and Your device any interactions between people who are in or near that space and its surroundings. For example, You might decide to use a private room and/or wear headphones.
- d) There are potential risks in transmitting information over technology that include, but are not limited to, breaches of confidentiality and the theft of personal information;
- e) We cannot ensure privacy or confidentiality due to the nature of two-way sessions involving Our other customers as well as You;
- e) In any event, it will be Your responsibility to ensure that You have a suitable space to use when participating in any two-way session in order to protect Your privacy and that of others in or near that space.

We will not be liable to You for any loss or damage arising from Your failure to comply with the above requirements.

8. Health and Safety

You acknowledge and agree that:

We advise You to tell Us of any special requirement, problem or condition of which You are aware which might be relevant to You participating in that session.

Due to the remote nature of some of Our Courses or Workshops, We do not undertake to and cannot supervise, attend, assist or advise (or arrange for or alert any third party to do so), if during a session You fall ill, have an accident or experience any other problem.

9. Coaches and guests

We will in Our discretion decide upon a Coach or guest for the Paid Content.

10. Scope of Our Content

Paid Content Offered: We offer financial coaching to business owners.

Your Progress: Our Coaching aims to help You to analyse Your business and We will make recommendations based on the information You supply to Us, in the event that you fail to provide the required documentation or provide incorrect information the outcome of the Paid Content will be affected. Accordingly, we cannot guarantee that Our recommendations are the most appropriate way forward. It remains, at all times, Your responsibility to ensure that implementing any recommendations is in the best interests of your business.

We make no warranty or representation that any particular progress or result will be brought about as a result of You taking part in or viewing Paid Content.

11. Provision of items to You

We are not responsible for obtaining or providing any equipment, materials items for You but We may recommend to You equipment, materials or items that You will or might need, and You should adopt any recommendation that We make to You as to equipment, materials or items that You should obtain/use.