



KIRSTY CARDEN

Kirsty Carden Online Trading Terms

**I am so delighted you have decided to use my services or resources - please read the following important terms and conditions before you commit to using them.**

This contract sets out:

- your legal rights and responsibilities;
- my legal rights and responsibilities; and
- certain key information required by law.

The intention is that it will bring clarity to our relationship, protect both of us and take care of the business side of things so that we can get on with the inspiring part! Please do let me know if there are any clauses that you do not understand or that contradict your understanding of my services and products.

In this contract:

- 'I', 'me' or 'my' means 'Kirsty Carden; and
- 'You' or 'your' means the person buying or using my services and resources.

If you would like to speak to me about any aspect of this contract, please contact me by e-mail at [info@kirstycarden.com](mailto:info@kirstycarden.com)

## BACKGROUND

I provide life and success coaching and related products for ambitious women.

I am a sole trader and my trading address is 92 Thorpe Lea Road, Egham, Surrey TW20 8BN.

## 1 Introduction

- 1.1 If you buy or use any coaching services or products from me (and any reference to 'services' in this agreement is to coaching services) you agree to be legally bound by this contract.
- 1.2 If you use any of my free resources (for example podcasts, workbooks, discovery sessions or any other resources I may offer free of charge from time to time) you also agree to be legally bound by this contract as appropriate, excluding the clauses relating to payment and consumer rights legislation.
- 1.3 When buying any services, products or using any resources you also agree to be legally bound by:
  - 1.3.1 my website terms of use and privacy policy;
  - 1.3.2 extra terms which may add to, or replace, some of this contract, for example any specific written contract between us;
  - 1.3.3 specific terms which apply to my services or products, for example product, programme or service descriptions which may be set out on the webpage for that programme or product, in email correspondence between us or in a document called a services description which we shall agree between us. If

you want to see these specific terms, please visit the relevant webpage for the programme or product, look at the services description which I have provided or request it from me.

All these documents form part of this contract as though set out in full here.

## **2 Information I give you**

- 2.1 Certain sections of this contract only apply to you and me if you are a ‘consumer’, that is if you are an individual acting for purposes which are wholly or mainly outside your business, craft or profession. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that I must give you certain key information before a legally binding contract of sale between you and me is made (see the summary box below). I shall give you this information in a clear and understandable way either in this contract or the relevant product, programme or service description we agree between us.

### **Information I shall give you**

I shall give you information on:

- the main characteristics of the services or products you want to buy
- who I am, where I am based and how you can contact me
- the total price of the services or products
- the arrangements for payment, carrying out the services and the time by which I shall carry out the services or delivery of the product
- how to exercise your right to cancel the contract
- my complaint handling policy

## **3 Ordering services or products from me**

- 3.1 Below, I set out how a legally binding contract to buy services or products between you and me is made:
- 3.2 You place an order either on the site by clicking on the relevant payment link or I shall send you the link by email. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to me.
- 3.2.1 When you place your order at the end of the online checkout process by clicking on the payment link on my site, or by clicking on the payment link I send to you by email, I shall acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.
- 3.2.2 Any quotation given by me before you make an order for services is not a binding offer by me to supply such services. Any prices set out in a quotation remain valid for 30 days.
- 3.2.3 When you decide to place an order for services or products with me, this is when you offer to buy such services or products from me.
- 3.2.4 I may contact you to say that I do not accept your order, for example if I do not think my services are right for you or there has been a mistake in the

pricing or description of the services or products, or my circumstances have changed since I gave you the quotation for the services .

- 3.2.5 I shall only accept your order when I confirm this to you by sending you a confirmation email or delivering the product or services. At this point:
- (a) a legally binding contract will be in place between you and me, and
  - (b) I shall deliver the product or start to carry out the services as set out in the programme description on this website or in a services description agreed between us.

#### **4 Carrying out the services**

- 4.1 If you are a consumer, you have protection under consumer rights legislation, including that the services must be carried out with reasonable care and skill.
- 4.2 I shall carry out the services within the time period which is set out in the programme description or in a services description.
- 4.3 All coaching sessions must be taken within the timeframe specified in the programme description or services description or they will expire.
- 4.4 Unless we agree otherwise, you can rearrange any two coaching sessions during a coaching programme providing you give me at least 48 hours' notice. If you give me less than 48 hours' notice or have already rearranged 2 sessions in a coaching programme, unless I agree otherwise with you in advance, you will be deemed to have taken the session and you will not be able to reschedule it or entitled to any compensation for missing it.
- 4.5 Sessions usually take place remotely via the means of communication agreed with you in advance.
- 4.6 My services might be affected by events beyond my reasonable control. If so, there might be a delay before I can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but I shall try to restart the services as soon as those events have been fixed. Examples of events which might be beyond my reasonable control include internet failure or other IT problems, if I am ill or if you change the services you require from me and I have to do extra preparation.

#### **5 Digital Products - no right to cancel or ask for a refund once downloading starts**

- 5.1 When you buy a digital product from me:
- 5.1.1 You have no right to cancel this contract or ask for a refund once you start downloading the product; and
  - 5.1.2 You must read the following statement, agree to it, and tick the relevant box when buying the digital content: 'I hereby consent to immediate performance of this contract when clicking on the 'pay now' button and acknowledge that I will lose my right of withdrawal from the contract or to ask for a refund once the download of the digital content has begun'.
  - 5.1.3 If you are a consumer, you have certain legal rights, including that the digital products are of satisfactory quality and match their description.

## **6 Your responsibilities**

- 6.1 You will pay the price for the products or services in accordance with the product, programme or services description.
- 6.2 You will provide me with such information and assistance (and ensure that any information is complete and accurate) as I reasonably need to provide the services.
- 6.3 Coaching is not therapy or counselling. It may involve all areas of your life, including work, finances, relationships and education. You acknowledge that deciding how to handle these issues and the choices you make in relation to them is exclusively your responsibility. For this reason, although I expect great things to come from our coaching sessions, I cannot guarantee any specific outcomes or that all clients will achieve the same results.
- 6.4 My role is to offer you guidance and accountability and help you make positive lifestyle and business changes in order to make progress towards your goals. The information I provide to you is not medical advice and is not intended to take the place of seeing licensed health professionals.
- 6.5 Coaching does not treat mental disorders and is not a substitute for counselling, psychotherapy, psychoanalysis, mental health care or medical treatment of any kind. By entering into this agreement you confirm that you will not use it in place of any form of therapy.
- 6.6 If you are currently receiving treatment from a doctor or other healthcare professional, by entering into this agreement you confirm that you have consulted with this person regarding the advisability of working with a coach and that this person is aware of and supports your decision to proceed with the coaching programme described in the relevant programme or services description.
- 6.7 You will keep me informed of any changes to your medical health or personal circumstances.

## **7 Charges and payment**

- 7.1 The price for the services or products is set out in the relevant product, programme or services description.
- 7.2 The fees are non-refundable except for:
  - 7.2.1 where I cancel a coaching programme other than under 13.3 below, you are entitled to a partial refund for sessions which you have paid for in advance and which you have not received; and
  - 7.2.2 if you are a consumer, your right to a 'cooling off' period as described below.
- 7.3 Payment is via the 'pay now' button on this website or as agreed between us or set out in the relevant product or services description.
- 7.4 Usually I require payment in full in advance for coaching services but in certain circumstances I may agree to payment by instalments, in which case a supplementary fee may be chargeable. If I agree to accept payment by instalments for coaching services and you fail to make any of the instalment payments on the due date then I shall invoice you immediately for the whole of the outstanding balance and payment for that invoice will be due by return.
- 7.5 If your full payment is not received by me under clause 7.4, or any instalments due are not paid on the due date, all coaching sessions will cease and I may charge interest

on any balance outstanding at the rate of 4 percentage points a year above Lloyds TSB Bank plc's base rate.

## **8 Right to cancel this contract for consumers**

- 8.1 If you are a consumer and you buy services from me you have the right to cancel this contract within 14 days without giving any reason.
- 8.2 The cancellation period will expire 14 days after the commencement of the contract.
- 8.3 However, if you confirm to me you wish me to start to provide the services during the 14 day cancellation period then you lose your right to cancel.
- 8.4 Following confirmation from you under 8.3, if you start a programme during the cancellation period and subsequently decide that you do not wish to proceed with the sessions, I am not able to refund to you any of the payments you have made as payment is for the programme as a whole and not for individual sessions. This is a reflection of the amount of preparation I need to put into the programme to make it most effective for you and the amount of time I shall dedicate and set aside for preparing for and attending our sessions together. This policy also helps you with your own accountability and commitment to improving your life and your business through the services.
- 8.5 If you buy digital products from me you do not have any right to cancel or ask for a refund once downloading starts.

## **9 Effects of cancellation**

- 9.1 If you are a consumer and you cancel a contract for coaching services in accordance with the 14 day cooling off period in clause 8.1, I shall reimburse to you all payments received from you except where I am allowed to keep such payments such as where I have started carrying out the services within the 14-day cancellation period.
- 9.2 I shall make the reimbursement promptly and using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise.

## **10 Intellectual property**

If I provide you with any materials during the services, whether digital or printed, and if you buy any digital or other products from me, any intellectual property in those materials or products belongs to me. I give you permission (known as a 'licence') to use and enjoy those materials and products in accordance with this contract. You can only use those materials or products for your own personal use and you may not share them with, or sell them to, third parties.

## **11 How I may use your personal information**

- 11.1 I shall use the personal information you give to me to:
  - 11.1.1 provide the services or products;
  - 11.1.2 process your payment for the services or products; and
  - 11.1.3 inform you about any similar products and services that I provide, though you may stop receiving this information at any time by contacting me.
- 11.2 All information shared by you will be kept strictly confidential, except when releasing such information is required by law and/or where I consider it necessary to do so because of concerns of risk to yourself or others.

11.3 I shall not give your personal information to any third party unless you agree to it.

## **12 Resolving problems**

12.1 In the unlikely event that there is a problem with the services or products, please contact me as soon as possible and give me a reasonable opportunity to sort out any problems with you and reach a positive outcome.

12.2 I may at my option vary or re-perform the services or replace the products if there is a problem and the terms of this agreement will apply to any re-performed services or replacement products.

12.3 If you are buying products or services from me nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

## **13 End of the contract**

13.1 If a programme or services description specifies a length of time for services to be provided, then subject to clause 13.2 below, the services will terminate at the end of that timeframe.

13.2 If I provide services to you on an ongoing basis and the relevant programme or services description does not specify a timeframe then either you or I may terminate the services by one month's written notice to each other.

13.3 Either you or I may terminate the services and this contract immediately if:

13.3.1 the other party commits any material breach of the terms of this contract or a statement of work and, in the case of a breach capable of being resolved, the breach is not resolved within 30 days of a written request to do so. The written request must expressly refer to this clause and state that the statement of work or this contract will be terminated if the breach is not resolved; or

13.3.2 the other party commits or threatens to commit or is threatened with any act of insolvency under the Insolvency Act 1986.

13.4 If this contract is ended it will not affect my right to receive any money which you owe to me under this contract.

## **14 Limit on my responsibility to you**

14.1 Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury), I am not legally responsible for any:

14.1.1 losses that:

- (a) were not foreseeable to you and me when the contract was formed
- (b) that were not caused by any breach of these terms on my part

14.1.2 business losses, including loss of business, loss of profits, loss of management time and loss of business opportunity.

14.2 My total liability to you is limited to the amount of fees, if any, paid by you for the services or the price of the products.

## **15 Disputes**

15.1 I shall try to resolve any disputes with you quickly and efficiently.

15.2 If you and I cannot resolve a dispute using our internal complaint handling procedure and either of us want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this contract.

15.3 Relevant United Kingdom law will apply to this contract.

**16 Third party rights**

16.1 No one other than a party to this contract has any right to enforce any term of this contract