

Online Course Terms and Conditions – For Delegates Of Company-Funded Places

1. Introduction

- 1.1 These terms and conditions apply to the provision of the ‘The Resilience Formula’ online self-study course (“**the Online Course**”) by DJB Business Solutions Ltd, trading as Deborah Bulcock Coaching (“**the Provider**”, “**We**”, “**Us**”, “**Our**”) whose registered office is at FM House, Bentley Wood Way, Burnley, BB11 5ST to the purchaser of the Online Course (“**You**”).
- 1.2 Your participation and use of the Online Courses is be subject to these Terms and Conditions and you are deemed to have accepted them when you participate in the Online Course, unless we expressly agree in writing otherwise.
- 1.3 These Terms and Conditions along with our Privacy Notice and Website Terms of Use (which can be viewed in the footer of www.deborahbulcock.com) represent the entire agreement between us and apply to the exclusion of any other terms that you may try and impose or incorporate or which may be implied by trade, custom, practice or in any previous course of dealings. For the avoidance of doubt these Online Course Terms and Conditions shall take priority over any other documents in the event a conflict arises.
- 1.4 By participating in the Online Course and accepting these Terms and Conditions you are agreeing that you are over 18. The Online Course is not intended for use by anyone under the age of 18.

2. The Online Course

- 2.1 When you participate in the Online Course, we may provide you with materials, information, videos, resources, data and other content. By participating you agree and accept that all such material remains our confidential and proprietary intellectual property and belong solely and exclusively to us and can only be used by you in connection with your use of the Online Course and should not be copied, disclosed, or used for any commercial reasons without our express consent.
- 2.2 Where the Online Course includes interactive or live sessions via video link or telephone (“**the Sessions**”), the dates and times of these Sessions will be arranged by us and notified to you by email. It shall be your responsibility to attend the Sessions as arranged and no alternative or replacement dates or times shall be offered if you are unable to attend for whatever reason.

3. Your Obligations

- 3.1 You agree to provide us with all necessary information we require in order to deliver the Online Course to you.
- 3.2 We shall not be liable for any delay in the delivery of the Online Course caused by your failure to comply, or delay in complying, with any of the provisions in this Section.
- 3.3 Your company’s purchase of the Online Course for your participation is personal to you. On this basis you accept and agree that you will not share or disclose your access to the Online Course, or your password to any private area, with any third party, or sell, license or otherwise assign your rights in relation to this Online Course.
- 3.4 We respect your privacy and confidentiality and we ask that you respect the privacy of other group members or individuals accessing the Online Course (“**Clients**”). Where the Online Course includes group sessions, access to a private facebook group or other private group or members area, you agree:
 - 3.4.1 to act in a reasonable and responsible manner at all times when accessing the private groups or areas or during any group Sessions and not to act in a manner which may cause offence, distress or alarm to any other Clients; and
 - 3.4.2 not to canvass, promote or advertise your products or services to any of our employees, contractors or Clients, or use your participation in the Online Course or access to the Online Course to canvass, promote or advertise your products or services without our express consent [delete if not appropriate].
 - 3.4.3 not to record sessions, for your personal use or otherwise;
 - 3.4.4 not to share information, whether expressed to be confidential or not, that is shared by another Client;

- 3.4.5 not to capture or share images of any other Client or that include any other Client without that Client's express permission.
- 3.5 In the event you have any concerns as to any aspect of our delivery of the Online Course then you agree to notify us of such concerns by email to coach@deborahbulcock.com as soon as possible. We agree that, upon receipt of such notification by email, we shall use reasonable efforts to work with you to resolve your concerns.
- 3.6 If you experience a fault with the Online Course please let us know immediately by email to coach@deborahbulcock.com We shall use our best endeavours to remedy the fault.
- 3.7 Where the Online Course includes access to a private area and/or you are required to set up an account it shall be your responsibility to:
- 3.7.1 provide the correct information to set up your access to the private area or create your account; and
 - 3.7.2 keep your password or any other access information private, safe and secure; and
 - 3.7.3 to notify us should you become aware of, or suspect that a third party is aware of your password or access details.
- 3.8 When accessing the Online Course and/ or our membership or account areas you agree not to take any action which seeks to disable or in any way interfere with any of our systems or processes or tests or seeks to test the vulnerability of any of our systems or processes.
- 3.9 We shall be entitled to limit the Online Course or suspend, and/or terminate the arrangement without refund of any Course Fee, whether paid or remaining due and payable, if we reasonably determine that you are:
- 3.9.1 becoming disengaged, disruptive or if you impair the provision of the Online Course or the enjoyment of the Online Course by any of our Clients. For the purposes of this Agreement the terms disengaged and disruptive shall be given their ordinary dictionary meaning and examples of such behaviour shall include, but not be limited to, displaying a lack of interest in the Online Course, failing to respond positively to requests for further information or other contact, repeatedly ignoring or failing to respond to emails or other messages, communicating in a way which is abusive or intended to cause offence; and/or
 - 3.9.2 failing to follow or abide by any of the terms set out within this document or any other terms or guidelines as may be agreed whether such action constitutes a material breach or not.
- 3.10 It shall be your responsibility to check the date and time of each Session and to attend the Session at the agreed time.
- 3.11 You accept that since the Sessions are all group sessions, should you be unable to attend or fail to attend a scheduled Session, then you shall forfeit the right to that Session. Sessions will not be rescheduled if you are unable to attend.
- 3.12 You accept that it is your responsibility to attend the Sessions as agreed and during such Sessions to participate fully, and communicate openly and honestly.
- 3.13 You accept that as part of your participation in the Online Course that you may be encouraged to review and make decisions concerning your personal and home life, business and career, finances, lifestyle, education and development and health and wellness and that any such reviews, subsequent decisions, implementation and action will be your sole responsibility and that we shall not be liable for your failure to make decisions, put into action plans or strategy, or for any results whether direct or indirect arising out of your access to the Online Course or any other Services provided by us.
- 3.14 You accept that access to the Online Course is not a substitute for counselling or other therapy services. In the event that you are undergoing medical or other professional help concerning your mental health then you should inform your practitioner of your intention to access the Online Course and the extent of the services being provided and inform us if appropriate and relevant.
- 3.15 You agree that during your access to the Online Course, and for a period of 24 months afterwards, that you shall not solicit any of our clients or prospective clients without our express consent, such consent not to be unreasonably withheld.

- 3.16 You agree that for the duration of your time within which you access our Services, and for a period of 24 months afterwards, that you will not employ, engage or attempt to induce, employ, solicit or entice away from us any of our employees, or contractors that were engaged, employed or contracted to us at any point during the period of the Accreditation Programme, or any other Services, without our express consent in writing, such consent not to be unreasonably withheld.
- 3.17 You agree to indemnify and hold us harmless for any action taken against us due to your violation or disregard of:
- a) any of these Terms and Conditions;
 - b) your participation in any way in any of our Services.
- 3.18 In the event you refuse or fail to comply with this Clause 3 then we shall be entitled to terminate your access to the Online Course and any associated Sessions, groups or member areas.

4. Confidentiality, Intellectual Property and Data Protection

- 4.1 In order to benefit fully from the Online Course you accept that in some cases you may be encouraged to disclose Personal Data and / or Confidential Information. We understand and respect the value of such information and shall not, either directly or indirectly, communicate or disclose, make available to, or use for our own purposes, your ideas, know-how, business practices, concepts and techniques, plans, trade secrets, and other confidential and/or proprietary information (collectively, “**Confidential information**”) that you may disclose to us or that may be disclosed as part of the delivery of the Online Course.
- 4.2 Confidential Information for the purposes of this Agreement excludes any information that:
- 4.2.1 was already known to us prior to being provided with that information by you;
 - 4.2.2 is already accessible in the public domain;
 - 4.2.3 is provided to us by a third party separately from this Agreement and without any breach of the terms of this Agreement; or
 - 4.2.4 is produced, developed or collated by us independently of you and without any breach of the terms of this Agreement.
- 4.3 When you purchase the Online Course, we shall grant to you a personal, limited, non-exclusive, non-transferable, revocable licence to access, view and use any materials and resources provided as part of the Online Course solely for your personal, individual and/or business purposes and for the purposes intended by this Agreement. All other uses are strictly prohibited.
- 4.4 Any information or data that you provide to us in connection with your purchase of the Online Course or these Terms and Conditions, including Confidential Information, will be maintained by us and stored, accessed and processed in accordance with recognised data protection legislation and we shall only process data to the extent reasonably required to enable proper delivery of the Online Course as purchased by you.
- 4.5 All documentation and information disclosed to us in connection with your purchase of the Online Course will be retained in accordance with relevant retention guidance for a period of no less than 6 years.
- 4.6 We agree not to disclose any Personal Data to any third party other than our employees, agents or advisors and shall ensure that any such persons agree to process the data in compliance with the relevant data protection legislation, namely the General Data Protection Act 2018 or as required by a relevant court or other form of legal or statutory order requiring disclosure by us.
- 4.7 We confirm that we have put in place reasonable technical and organisational processes and measures to ensure the safety and security of any Personal Data processed by us on your behalf. For further details as to how your Personal Data will be processed please refer to our Privacy Policy held on our website at www.deborahbulcock.com .
- 4.8 By purchasing the Online Course you hereby agree and undertake that from the date of purchase:

- 4.8.1 not to infringe any of our, or our Clients' copyrights, patents, trademarks, trade secrets or other intellectual property rights;
- 4.8.2 that any Confidential Information disclosed by us, or our Clients is confidential and proprietary, and belongs solely and exclusively to us or the Client disclosing it.
- 4.8.3 not to disclose such Confidential Information to any other person or use it in any manner other than during Sessions or as otherwise expected as part of the provision of the Online Course;
- 4.8.4 that all materials, resources, information and any data provided by us or our Clients, is that person's confidential and proprietary intellectual property and belongs solely and exclusively to them, and may only be used by you as expressly authorised by us or our Clients; and
- 4.8.5 the reproduction, distribution, broadcasting, transmission and/or sale of any information, resources or materials provided during provision of the Online Course or at any time thereafter by anyone but us is strictly prohibited. You agree that in the event of any breach of their obligations contained in this Agreement then damages, loss or irreparable harm may arise and that in such circumstances we will be entitled to seek relief, including injunctive relief against you.
- 4.9 In respect of the Online Course to be provided under this Agreement we both agree that in relation to any information, whether confidential or not, that is shared between us that we shall both be individually responsible to comply with any and all relevant data protection laws and legislation and agree to take appropriate steps to keep all information safe and secure and to protect against loss and destruction, including accidental, and any unlawful or unauthorised processing.
- 4.10 In the event you choose to share comments, information, content, photos, graphics or images ("**Content**") with us then in doing so you are granting to us, free of charge, permission to use your Content in any way as part of our business services. Such uses shall including advertising and marketing.
- 4.11 Where you choose to share your Content with us as defined above, you confirm that you have the legal right to share that Content and that it does not infringe any third party's intellectual property or other rights.
- 4.12 Where you provide us with a testimonial, review or similar information ("Review") then in doing so you consent for us to exhibit, copy, publish, distribute, use on our website or any of our pages, our social media sites or in our advertising and marketing campaigns or email communications, your Review or part of your Review, as we reasonably require to lawfully promote our business. You can amend your consent at any time by emailing us.
- 4.13 The provisions of this Clause 8 shall continue in force notwithstanding the termination of our arrangement for any reason.
- 5. Liability**
- 5.1 Your purchase of the Online Course and compliance with these Terms does not constitute or imply any business relationship other than as set out within this Agreement.
- 5.2 We have made every effort to accurately represent the Online Course. Any testimonials and/or examples of results experienced are not intended to represent or guarantee that anyone will achieve the same or similar results and we make no guarantee, representation or warranty with respect to any of the Online Courses that we provide.
- 5.3 We do not warrant or guarantee that your access to the Online Course will be:
 - 5.3.1 accessible via your particular hardware or software;
 - 5.3.2 free from interruptions or errors;
 - 5.3.3 free from defects;
 - 5.3.4 suitable for your particular personal circumstances, business situation or circumstances.
- 5.4 We shall not be liable (whether caused by us, our agents, employees or otherwise) to you for:

- 5.4.1 any indirect, consequential or special damages, losses or costs;
 - 5.4.2 any loss of profits, business, data, reputation or goodwill or any such anticipated losses;
 - 5.4.3 any failure to deliver the Online Course where we are prevented due to a reason beyond our reasonable control; or
 - 5.4.4 any losses arising from your choice of Online Course requested or your use of the Online Course once delivered.
- 5.5 In the event you incur damages as a result of our failure to exercise reasonable skill and care, our default or breach of this Agreement, our entire liability under this Agreement is limited to the amount of the Course Fee paid by you as at the time the loss is sustained. You agree and acknowledge that this clause 9.5 is fair and reasonable given the nature of this Agreement and the provision of the Online Course.
- 5.6 We shall not be liable where we have informed you of a problem with the Online Course and provided you with a free update to resolve any problem and you have failed to apply the update, or where any damage is caused due to your failure to follow any instructions or guidance we provide.
- 5.7 Nothing in this Agreement seeks to excuse or limit your legal rights as a consumer. For further information concerning your legal rights please contact your local Citizens Advice Bureau.
- 5.8 Nothing in this Agreement shall limit or exclude our liability for death or personal injury caused by our negligence or for any fraudulent misrepresentation.
- 5.9 During the term of this Agreement and at any time thereafter, you agree to take no action which is intended, or would reasonably be expected, to harm us, our agents, employees, contractors, or Clients, or its or their reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to us, our agents, employees, contractors, or Clients.
- 5.10 In the event a dispute arises in connection with this Agreement and the provision of the Online Course which is incapable of being resolved by mutual consent then we both agree to submit the matter for mediation by an independent mediator. In the event a resolution is still not possible following mediation then either Party shall be at liberty to commence legal action.

6. General

- 6.1 This Agreement shall be governed by the exclusive jurisdiction of the Courts of England and the laws from time to time in force.