



# STUDENT AGREEMENT

## 1. INTRODUCTION

- 1.1. This Agreement sets out the terms and conditions applicable to your enrolment in the Self-Belief Coaching Academy, or any affiliated courses or trainings ("Training"). By confirming your acceptance to this Agreement and completing your purchase, you understand that you are entering into a legally binding agreement with Arohanui Ventures Ltd (company number 13016416) registered in England and Wales whose registered address is 45 Stoke Lane, Westbury-on-Trym, Bristol, BS9 3DW, in the United Kingdom.
- 1.2. Please read this Agreement carefully before purchasing any Training, or continuing with your enrolment. If you have any queries regarding this Agreement, please contact us at [sas@selfbelief.school](mailto:sas@selfbelief.school) prior to purchase or enrolment.

## 2. ACCESS TO CONTENT

- 2.1. By entering into this Agreement, you acknowledge and agree that you will access and use the content provided to you as part of your Training ("Content") for your personal development and coaching practice only, and in accordance with the terms of this Agreement. You agree that you will not use the Content or the Training to develop, adapt or otherwise create training courses, curriculum, programmes or other teaching modes similar in nature, format or content to the Training or the Content.
- 2.2. You warrant that you will not copy, rent, hire, record, edit, clip, exchange, lend, allow for the public performance, broadcasting, downloading or sharing of files or of access details, with anybody else other than may be allowed under the terms of any licence that is granted to you as a part of this Agreement.
- 2.3. Prior to commencement of your Training, you will be provided with details on the way in which the Content will be made available and any schedule for the provision of the Content and the Training. It is your sole responsibility to ensure your availability for any interactive elements of the Content, taking place either in-person or virtually.

- 2.4. You acknowledge and agree that you are responsible for ensuring that any hardware you use to download and/or access the Content functions correctly with this website or any alternative platform on which we make the Content available. You acknowledge and agree that the provision of all these requirements is solely your responsibility and is at your own cost.
- 2.5. You are solely responsible for ensuring that you do not lose, destroy, or damage any Content you are provided access to as a result of your enrolment.
- 2.6. All Content that is made available or otherwise disseminated in the provision of the Training is subject to availability. We reserve the right to change or remove any Content on the website at any time without notice or liability to you.

### **3. PRICE AND PAYMENT**

- 3.1. The price of your Training will be as quoted on our website at the current time and will be shown inclusive of any Value Added Tax. The following payment options are available:
  - 3.1.1. payment in full at the time of enrolment, in the amount of £5,000.00; or
  - 3.1.2. payment by way of a £500 non-refundable deposit and seven (7) equal and subsequent monthly instalments, commencing in the month of enrolment, in the amount of £675.00 per month, totalling £5,225; or
  - 3.1.3. payment by way of a £500 non-refundable deposit and eleven (11) equal and subsequent monthly instalments, commencing in the month of enrolment, in the amount of £440.00 per month, totalling £5,340.00.
- 3.2. By purchasing the Training by way of monthly instalments, you acknowledge and agree:
  - 3.2.1. to being charged an administrative fee to cover our costs incurred in managing and maintaining the monthly instalment plan;
  - 3.2.2. to being charged an ongoing recurring fee, which will be automatically deducted from your chosen credit card, debit card or bank account. This ongoing fee will continue to be deducted, without further consent from you or notice from us, until such time as the full price has been paid.
- 3.3. Prices for Training are liable to change at any time, but changes will not affect orders in respect of which we have already taken payment and enrolment has occurred.
- 3.4. Please note that some network or service providers may charge you an additional amount for downloading Content to a mobile handset or other device. We recommend that you contact your network or service provider to understand the nature and extent of any additional charges before

downloading to a mobile or other device. Note that overseas roaming charges may also apply. We will not be held liable for any such charges.

- 3.5. You will be responsible for any and all expenses you incur during your Training. This includes, but is not limited to, expenses incurred for travel, accommodation, telephone or internet, technology or other IT software or hardware.
- 3.6. If you fail to make any payment due to us under this Agreement by the due date of payment as noted on the invoice, we reserve the right to suspend our provision of your Training and terminate this Agreement. You will be required to pay interest on the overdue amount at the rate of eight percent (8%) per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 3.7. You agree to pay all amounts due under this Agreement in full without any set-off, counterclaim, deduction or withholding (except as required by law). We may, at any time and without limiting our rights or remedies, set off any amount you owe us against any amount payable by us to you.
- 3.8. All payments are final and no partial or full refunds will be available except where permitted by law.

#### **4. DATA PROTECTION**

- 4.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 4.2. We take data protection and privacy seriously. Please refer to our Privacy Policy available on our [website](#) for further information on how we treat your personal information.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

##### Content

- 5.1. We are the owner or licensee of all intellectual property rights in the website, the Content and the Training, and all materials associated therewith, including any databases that hold relevant information about the website, the Content or the Training. They are protected by copyright or trade mark registration and you may only use any the Content in accordance with this Agreement.
- 5.2. All of the Content that is made available or otherwise disseminated in the provision of the Training is owned or controlled by our licensors, or us. Upon payment of the charges for any of our Training, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable licence to use the Content for your own personal, non-commercial use.

- 5.3. You shall not redistribute, transmit, assign, sell, commercially exploit, broadcast, modify, adapt, edit, sub-licence, rent, share, lend, or transfer any Content that is made available or otherwise disseminated in the provision of the Training.

#### Coaching Materials

- 5.4. We may, at our sole discretion, provide you with materials and resources (“Coaching Materials”) during the course of your Training which you may use in your coaching practice. We grant you a non-exclusive, non-transferable, non-sublicensable, revocable licence to distribute, transmit, modify, adapt, edit, share and use the Coaching Materials in your commercial coaching practice for the sole purpose of providing coaching services, and otherwise in accordance with this Agreement.
- 5.5. Subject to the limited licence granted in clause 5.4 above, you shall not assign, sell, commercially exploit, broadcast, sub-licence, rent, or lend any Coaching Materials that are made available or otherwise disseminated in the provision of the Training.

### **6. TERMINATION**

- 6.1. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of this Agreement.
- 6.2. Without affecting any other rights or remedies available to us, we may terminate this Agreement immediately if you fail to pay any amount due under this Agreement on the due date for payment.
- 6.3. If you choose to terminate this Agreement prior to the end of its agreed term, being 23 March 2021, you acknowledge and agree that you will be liable for the charges for the entire term as if the Agreement had been completed. For an abundance of caution, you acknowledge and agree that you will still be liable for payment of the agreed charges for your Training for the full term of the Agreement, regardless of your early termination.
- 6.4. On termination of this Agreement you will immediately pay to us all of our outstanding unpaid invoices and interest.

### **7. CONFIDENTIALITY**

- 7.1. Each party undertakes that it will not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, suppliers, personal circumstances, finances or family circumstances of the other party which is shared in written, verbal or visual format, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 7.2. Where you are involved in a group element as part of your Training, you acknowledge and agree that you and the other group participants may share personal and sensitive information with us and the other group participants in the course of the Training. Without reservation you agree to keep all matters shared in the course of the Training which are shared in written, verbal, audio or visual format, confidential and will take all reasonable actions to ensure that the confidentiality of such information is maintained.
- 7.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

## **8. LIMITATION OF LIABILITY AND INDEMNITY**

- 8.1. Nothing in this Agreement shall limit or exclude our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by applicable laws.
- 8.2. Subject to clause 8.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, loss of use or corruption of software, data or information, or any indirect or consequential loss.
- 8.3. Subject to clause 8.1, our total liability to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the charges payable by you to us under this Agreement.
- 8.4. Whilst we have utilised in creating the Training and Content, and we will at all times in our dealings with you utilise, our best professional endeavours and skills, we do not guarantee any specific outcome from your enrolment in or engagement with the Training or Content, as any such outcome will vary based on the level of effort, engagement and implementation on your part.
- 8.5. You acknowledge and accept that you are responsible for creating and implementing your own physical, mental and emotional well-being, decisions, choices, actions and results arising in connection with the Training we provide. As such, you agree that we are not and will not be liable or responsible for any of your actions, inactions, direct or indirect results in connection with the Training or the Content.
- 8.6. Each of the parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

8.7. Each party will be responsible for its own officers, employees, consultants, agents and representatives ("Staff") and will indemnify the other party against all claims that may arise out of any injury, loss or damage suffered by such Staff in connection with the breach, performance or non-performance of this Agreement. For the purposes of this clause 8.7, claim means all demands, claims and liability, whether criminal or civil, on contract, tort or otherwise, for losses, damages, legal costs and other expenses of any nature whatsoever.

## **9. GENERAL CLAUSES**

9.1. Neither party shall have any liability for any failure or delay in performance of this Agreement to the extent such failure or delay results from any event beyond the reasonable control of that party. The party affected by such event shall 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 three (3) months, either party may terminate this Agreement by written notice to the other party.

9.2. This Agreement is personal to the parties and you will not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under this Agreement.

9.3. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

9.4. Any dispute arising from this Agreement shall be governed by and construed in accordance with the laws of England and Wales and you irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any arising dispute.

30 September 2021