

## Terms and Conditions

When placing an order, it will be deemed you have read, understood, and agreed to abide by these Terms and Conditions. Should you be uncertain of any of our Terms and Conditions please contact us before placing an order. You can send an email to [andrea@unglueyou.co.uk](mailto:andrea@unglueyou.co.uk)

**Fee(s):** means the fee paid by you to UnglueYou® to provide the Service.

**Intellectual Property Rights:** means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Materials:** means any material (in any medium, including print or digital) made available by or on behalf of UnglueYou® to you during the Training Programme, via the UnglueYou® membership scheme, or via other services of UnglueYou®. Such material may include but is not limited to the following: CPD Handbook and Theory, Kapwing tutorial videos, 1-1 Coaching Materials, Email templates, Bonus Resources – Blog Posts, Podcasts, and the Digital Magazine.

**Services:** UnglueYou® 's training programme, 1-1 coaching, group workshops/coaching, speaking engagements, supervision, peer practice session and products available to purchase.

- Training programme: Accredited by the ICF and awarded 9 CPD hours by AC, comprising of the Introductory Training and Skills Based Training in the Collage Coaching Technique™ with the option to join a membership package.

**UnglueYou® or 'we', 'us' 'our':** Andréa Watt's business trading as UnglueYou®.

**You or your:** means the person or company who orders the Services from Andréa Watts of UnglueYou®.

## **1. Your Orders/Bookings**

**1.1. Acknowledging receipt and acceptance of your order.** After you place an order for the Services via the UnglueYou® website or other booking portal, you will receive a confirmation message from UnglueYou® acknowledging that we have received and accepted your order.

At which point the contract between you and us will come into existence. The contract between you and us will only be formed when you receive this booking confirmation.

**1.2 If we cannot accept your order.** If for any reason we are unable to fulfil your completed order for the Training Programme, we will inform you of this by email. If you have already paid for the Services, we will refund you the full amount as soon as possible.

## **2. Fees and payment**

**2.1** Fees are as set out on our website or in your proposal provided by us.

**2.2** Payment of the Fees is required in full prior to any of our Services being provided. Where payment plans are offered, payment of the Fees must be received in advance of the Services being provided.

**2.3** Your workshop, or individual training place is not confirmed until payment has been received. Once payment has been received you will receive a confirmation message as per clause 1.2 above.

**2.4** If payment is made by invoice, you will receive this in advance of the workshop or training event [Services] with payment made via BACS (bank transfer) or credit card.

## **3. Cancellations and refunds**

**3.1** Payments for our services, both in-person and online are subject to the refund policy in clause 3.4.

**3.2** If you have booked a place on one of our workshops or training events and are unable to make the date, please note that we are unable to refund the full cost of the workshop or training event. If you give us at least 2 weeks' notice of your inability to attend, we will do our best to offer you a place on a future workshop or training event. [See clause 3.5]

**3.3** If you have booked a group workshop or training event and have to cancel, please note that we are unable to refund the full cost of the workshop [see clause 3.4]

**3.4** Refunds are given as follows:

- More than 14 days' notice of cancellation 50% of the fee will be refunded
- Less than 14 days' notice of cancellation, no refund.

**3.5** If you wish to book your workshop or training event for another date the following conditions apply:

- More than 14 days' notice of your wish to change the date, we will rearrange a future workshop or training event at no extra cost
- Less than 14 days' notice of your wish to change date, an additional charge of 20% will be made.
- For group workshops or training events, any fees incurred from the venue will be passed on to the organiser.

**3.6** If we cancel a Service you are entitled to a full refund. If we change the date of a Service you have the option for a full refund or to book an alternative date. Under these circumstances you have up to 6 months in which to rebook on an alternative date. After the 6 months have expired you will no longer be entitled to a refund or to rebook.

**3.7** No refunds or returns are offered for membership fees or the purchase of our digital products, including:

- Individual collage coaching cards
- The collage coaching card pack
- The digital magazine

**3.8** If you cancel a subscription service, such as the digital magazine, you will continue to have access to the resource until the renewal date of your subscription payment. On this date you will no longer be able to access the resource.

## **4. Expenses**

**4.1** If you book an in-person group workshop or training event you are responsible for the cost of the venue and our travel costs.

## **5. Services**

**5.1** Any example training sessions, descriptive matter or advertising by UnglueYou®, and any descriptions of the courses or Services on our website are published solely for the purpose of giving an approximate idea of the content. They shall not form part of the contract or have any contractual force except where expressly provided in these Terms and Conditions.

**5.2** UnglueYou® shall have the right to make any changes to the Service which are necessary to comply with any applicable law, accreditation or safety requirements which do not materially affect the nature or quality of the Service, or which UnglueYou® considers desirable or appropriate in connection with the Service.

## **6. Intellectual Property Rights**

**6.1** All Intellectual Property Rights in or arising out of or in connection with the Services (including the Materials) shall be owned by UnglueYou®.

**6.2** Subject to the provisions of this clause 6 and payment of the Fee, UnglueYou® grants to you a non-exclusive, royalty-free licence [during the term of the Contract between us] to use the **Materials** for the purpose of receiving the Services and using the Materials in your business as permitted under this clause 6. As the purchaser of the Services, you are responsible for ensuring third party access to the Materials is limited to the duration of the coaching or other session when the Material is shared for this purpose.

**6.3** For coaches who have completed the Training programme, the licence granted to you is limited to using the Materials to provide coaching to your clients, provided always that you must credit and acknowledge Andréa Watts of UnglueYou® as the owner and author of the Materials and creator of the Collage Coaching Technique™.

**6.4** You shall not sub-license, assign or otherwise transfer the rights granted by Clause 6.2 above. Nor shall you sell, alter, copy or otherwise deal with the Materials.

**6.5** You must not conceal, change or remove any markings which show Andréa Watts of UnglueYou® as the owner of the Intellectual Property Rights in the Materials such as copyright (©), registered trademark (®) or unregistered trademark (™) markings.

**6.6** UnglueYou® has spent considerable time and costs in the development of its coaching and training programs, Materials, processes, and all the information provided in relation to delivering the Services, including but not limited to information provided orally, in writing or electronic form and delivered in the session. You acknowledge and agree that such information and the Materials may be confidential in nature and contain valuable technical and commercial know-how, specifications, processes and initiatives.

**6.7** Where you are a company/organisation, you shall restrict disclosure of any confidential information relating to the Materials to those employees, agents or subcontractors who need to know it for the purpose of performance of the contract with us, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality and obligations prohibiting the reproduction of Materials corresponding to those which bind you.

## **7. Disclaimer**

**7.1** You hereby acknowledge that you are purchasing a Service, Professional educational training and/or materials only. No additional support, training, or act on our part is expressly promised or implied, except as appears in the Agreement or these Terms and Conditions. You agree to hold us harmless from any and all liabilities, demands, claims, actions or suits that may be asserted against you by third parties by reason of your use of any information presented in our Services or Materials.

**7.2** We shall not be liable for any incidental or consequential damages. Our liability under the agreement and these terms and conditions is limited to the price paid by you for the Services that are the subject of a dispute or controversy. In no event shall we be liable for any losses of profits or any other commercial damage, including but not limited to special indirect, exemplary, incidental, consequential, punitive or other damages.

**7.3** Digital content is downloaded for free or/and for a price at your own risk. UnglueYou® accepts no liability for damage to your device unless the content we supplied was defective and the damage caused by our failure to use reasonable care and skill.

## **8. Privacy.**

We do not store or share client's credit or debit card details. Any information you provide to us will be processed in line with our [Privacy Policy](#). By using our services, you consent to such processing and you warrant that all data provided by you is accurate.

## **9. Governing law.**

The contract for the provision of the Services and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

## **10. Jurisdiction.**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract for the provision of the Services or its subject matter or formation.