

## **Resilient Me Terms and Conditions of Trading**

We'd all prefer to be enjoying life, rather than wading through 'legalese'. It's all a bit sad, really, yet necessary. So, deep breathe... and....

Terminology applying to these Terms & Conditions also applies to our **Privacy Policy, Cookie Policy** and **Information Governance Policy–Easy-Read**.

Resilient Me and the domain resilientme.co.uk is, along with other intellectual property, owned and operated by Rachel Munns and Tony Munns ("the Partnership").

### **Exclusions and Limitations**

Every reasonable precaution is taken to ensure the accuracy of information, advice and any guidance as a part of service provision. Content within the website, hard-copy and digital versions of training materials and any other service-related offerings is produced and given in good faith whereby no liability shall be accepted for any errors, omissions or inaccuracies.

If there is a matter that you'd like us to resolve, please refer to our **Complaint Handling Procedure (Public Guide)**

The information contained in literature and on the website is provided on an "as is" basis. To the extent permitted by law, we:

- exclude all representations and warranties relating to the website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in the website and/or literature; and
- exclude all liability for damages arising out of or in connection with your use of the website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Relevant personnel hold current disclosure certification, as too, any and all external training facilitators on our roster. Details and evidence of qualifications and experience are available upon request.

All sub-contracted parties maintain continuing professional development (CPD), in order to provide a professional service with integrity.

We endeavour to ensure that all information, guidance, support and advice given is accurate, truthful and in compliance with appropriate English Law.

The purpose of provision ("Services") is to help people across the private, public, charitable and educational sectors to fully understand mental health issues, to build their own resilience and to lead more positive and successful lives.

Services may involve the sharing of personal journeys and of the concepts, beliefs and values, which have best served to empower. Particular thoughts, comments and observations can be found, though perhaps expressed in different ways, in books and via other means and sources. Under no circumstances may Clients or third-party partner provider personnel divulge respective circumstances, personal contribution to Services or any other relevant information arising out of provision of Services, to any third parties, other than in connection with notifying others of our contact details, for those who may wish to seek similar assistance. Failure to respect personal confidentiality will result in the immediate cessation of any and all Services and, where deemed appropriate, may give rise to the instigation of proceedings.



Any guidance, advice, recommendations, tailored solutions or any other form of assistance offered to Clients is on the express and implied basis that delivery materials, content and guidance are offered in the context of assistance intended solely to aid Clients to decide for themselves whether particular courses of action are necessary to bring about the investigation of, or furtherance of their individual and professional aspirations, that they wish to effect.

Clients are advised to take note that no legal counsel is offered as any part of our service provision, other than in connection with making Clients aware of the need to seek such professional advice from an appropriate source, when necessary. No financial or legal advice is offered.

Clients shall be issued with Agreement Forms to complete, sign and return. The Agreement set out the best practice delivery requirements for parties to adhere to, in order to ensure smooth and effective provision of Services. Opportunity will be given to rectify any situation or breach of conditions. However, repeated failure to observe the requirements and terms and conditions herein will render any agreement between us as terminated and shall lead to the immediate cessation of all Services.

Under no circumstances will we accept, undertake or continue Services for any Client where it is, or becomes evident, that the Client's aim, intention, objective, goal or expressed thoughts are likely to cause harm, offence, illegal, unethical or immoral act or other negative outcome, through malicious act, slander, libel, religious or other intolerance, in any way whatsoever or howsoever against anyone or anything in any form.

Our personnel are entitled to physical safety during service delivery and to be treated with respect. Any instance of verbal or physical abuse may result in the immediate cessation of Services (without refund if payment applies) and we reserve the right to subsequently instigate proceedings.

Clients' attention is drawn to our full **Resilient Me Privacy Notice [updated GDPR May2018]** and, for ease, our **Information Governance Policy-Easy Read**.

In the event that it is so deemed or statutorily required, we reserve the right to report any instance of civil or criminal offence or damage to the appropriate authorities whereby Client information and Client Records held may be disclosed to authorised persons or organisations without infringement of Client Confidentiality privilege.

#### **Availability**

Unless otherwise stated, the services featured in literature and on the website are only available within the United Kingdom, Isle of Man, Jersey and the Republic of Ireland, or in relation to postings therein.

All advertising is intended solely for those markets. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent.

We do not warrant that the service from the website will be uninterrupted, timely or error free, although it is provided to best ability.

By using Services you thereby indemnify the Partnership, its employees, contractors, licensees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused. Services are not made available on any other basis than as is stated in these Terms & Conditions of Trading.

#### **Payments**

Electronic Transfer or cash are acceptable methods of payment. Online banking details available on request.

Where contracts have been entered into on an hourly rate or fixed-fee basis, payment must be made in full within 30 days of event delivery. Monies that remain outstanding by the due date will incur late payment interest on any outstanding balance at the statutory rate of 8% above the prevailing Bank of England Base

Reference Rate, until such time as the balance is paid in full and final settlement. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via Collection Agencies and/or through the Small Claims Court in the event that the outstanding balance does not exceed £3000. In such circumstances, you shall be liable for any and all additional administrative and/or court costs and/or compensatory claims for costs incurred in undertaking debt recovery action. Returned or declined transfers incur a £35 charge to cover banking fees/administrative costs. In an instance of a second payment being declined, arrangements will terminate with future cash transactions only. Consequently, all bookings and/or transactions and agreements entered into will cease with immediate effect until such time as any and all outstanding monies are recovered.

### **Cancellation Policy**

In the unlikely event that we are unable to attend (due to illness or other unforeseen circumstances), we will endeavour to provide a replacement Presenter. If this is not possible we will arrange an alternative date with you.

If you need to postpone the date of your event there will be no charge if you rebook. If you cancel your event, then the following charges will apply:

- More than 30 days to the event – 85% refund unless rebooking.
- Less than 30 to 15 days to the event – 50% refund unless rebooking
- Less than 15 days to the event – no refund unless rebooking.

Notification for instance, in person, via email or mobile phone 'SMS text message', or other means will be accepted subject to confirmation. We reserve the right to levy a £50 charge to cover any subsequent administrative expenses and further surcharges when exceptional costs have been incurred.

### **Communication**

Several e-mail addresses are used for different and appropriate purposes. These, & other contact information, can be found on our **Contact Us** link on the website or via literature or via stated telephone numbers and address details.

### **Links to/from the website**

You may not create a link to any page of the website without prior written consent. If you do create a link to a page of the website you do so at your own risk and the exclusions and limitations set out in these clauses will apply to your use of the website by linking to it.

We do not monitor or review the content of other party's websites which are linked from the website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and we should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site and to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. We will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Your computer and/or device system is required to accept cookies to allow site navigation. Some of our affiliate partners sites may also require this. Cookies are used in some websites to enable the functionality of the site, to track user's browsing movements and for ease of use for those people visiting. Please see the **Cookie Notice** on the site.

### **Intellectual Property Rights**

In accepting the full Terms & Conditions contained herein, you warrant that you will not modify, copy, photocopy, alter, adapt, distribute, transmit, display, perform, reproduce, publish, licence, create derivative works from, nor use the information howsoever it exists, whether in written, oral, electronic or mechanical form, nor transfer, teach, undertake training on the basis of, or sell any information, nor commercially exploit

the content, products or services obtained from use of, or access to the website and services in any way whatsoever or howsoever.

Copyright and/or other intellectual property rights applying to materials, literature or other services content created by us as a consequence of provision of counselling or other services to you remain vested with the Partnership, unless specific arrangement and written agreement has been reached to transfer or sell such rights to you. Any breach or attempt to breach this agreement without express written consent is strictly prohibited and may give rise to legal proceedings being instigated.

Any application in relation to licensing of copyright images, logos and materials should be sent to the address given. Brand names and specific services featured in literature are protected by copyright, together with the full content of the website. Trade Marks of partner, sponsorship and funding organisations connected with us have been used with permission. Copyright and other Intellectual Property Rights exist on such marks and any and all other literature or promotional material supplied during counselling. Any unauthorised use may result in legal proceedings being instigated.

#### **Termination of Agreements and Refunds Policy**

Parties have the right to terminate any contractual Agreement for any reason, including the ending of a Service that is already underway. Where payment is a consideration, no refunds shall be offered where a Service is deemed to have begun and is, for all intents and purposes, underway. Conditions specific to that Agreement apply.

#### **General**

No Party shall be liable to another for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such Party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated as such and signed by both Parties.

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of Services, exploitation of any advertising or other materials issued in connection therewith, or exploitation of Services or any content or other material used or displayed through Services.

You may not assign or delegate any rights or obligations under any Agreement and any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under any Agreement, fully or partially. We may also substitute by way of unilateral novation effective upon notice to you for any third party that assumes our rights and obligations under any Agreement.

Any part of a Term which is wholly or partially void, invalid, or unenforceable shall be severed from the remainder (which remains enforceable).

We may occasionally make products available for sale, comprising software-related information, actual goods, media-based products, books and other forms of products. Title shall not pass to you until payment in full is received.

The laws of England govern these Terms & Conditions of Trading. By accessing the website and/or engaging in contractual agreement with us, you consent and agree to abide by these Terms & Conditions of Trading and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. These Terms and



Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives.

**Notification of Changes**

We shall notify Clients of changes to Terms & Conditions of Trading and we reserve the right to change these conditions from time to time as deemed necessary. Your continued use of the site and/or services will signify your acceptance of any adjustment to these terms. If there are any changes in how we use customers’

Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any other changes to our privacy policy may be made without notice. You are therefore advised to re-read this statement and our **Privacy Notice** on a regular basis.

These terms and conditions, together with the Client Charter, form the entire Agreement. Your accessing of the website and/or undertaking of a booking, use of Services and entering into contractual Agreement for Services indicates your understanding, agreement to and acceptance of the Disclaimer Notice and the full Terms & Conditions contained herein.

**Your statutory Consumer Rights are unaffected.**

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