

These Terms and Conditions are the standard terms that apply to all Services provided by us, The McCourt Method, whose tradin address is at Hillside Villa, Anstey Way, Instow, Bideford, Devon EX39 4JF (“the Company”).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Client” means the customer detailed in our Contract to which the Services are to be supplied;

“Contract” means the legally binding agreement formed as detailed in clause 2 for our provision of the Services, which constitutes our entire scope of works and will incorporate and be subject to these Terms and Conditions;

“Content” means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code, downloadable pdf and software and any other form of information capable of being stored in a computer that appears on or forms part of our webpage or programme.

“Course” means the training courses provided by us online, the subject of this Agreement.

“Event” means any full days, half days, conference or zoom sessions provided by us.

“Register” means completing the registration process on the web page and accepting the terms and conditions.

“Services” means the provided pre-course materials and the training sessions or Events to be carried out by us as detailed on our web page;

“Term” means the term of the Contract term as defined in clauses 2 and 8; and

“Training Videos” means the training videos released by us the subject of the Agreement;

“User” or “Users” means any third party that accesses the Website and is not either (i) employed by us and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to us and accessing the Website in connection with the provision of such services.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “we”, “us” and “our” is a reference to the Company and includes our employees, subcontractors and agents;

1.2.2 “you” and “your” is a reference to the Client and includes your employees, subcontractors and agents;

1.2.3 “writing” and “written” includes emails and similar communications;

1.2.4 a statute or a provision of a statute is a reference to that statute or provision as may be amended or re-enacted at the relevant time;

1.2.5 “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;

1.2.6 a clause is a reference to a clause of these Terms & Conditions;

1.2.7 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.4 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other genders. References to persons shall include corporations.

2. The Contract

2.1 These Terms and Conditions govern the sale of all training courses or Events by us and will form the basis of the Contract between you and us. If you wish to place an order with us, our webpage will guide you through the process to book the Course or Event. Where agreed Orders can be made directly with us.

2.2 Services must not include anyone under 18 years of age.

2.3 Your order constitutes an offer to us, all orders are subject to acceptance by us. We will confirm such acceptance by email to let you know the order has been successfully confirmed. The contract between us will only be formed when we send you the order confirmation. Orders shall not be deemed confirmed until the payment is either paid in full or the first instalment has been made.

2.4 Signing up on our webpage, creates a legally binding Contract between us and you and includes the acceptance of these Terms and Conditions, which will apply between us.

2.5 No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless otherwise agreed by us in writing.

2.6 You are responsible for the accuracy of any information submitted to us and for ensuring that the Contract reflects your requirements.

2.7 The Contract will commence on the start date specified for the programme and will continue for the Term stipulated in the agreement.

3. Training Courses and Events

3.1 We make no warranty that any Services provided will be uninterrupted or error-free and we also can’t guarantee that they will meet your requirements; however, our aim is to always offer you the very best service possible.

3.2 The Services are not guaranteed to produce the same results as others attending, we cannot be held responsible for the quality and/or outcomes of the Services we have provided for other individuals.

3.3 It is your responsibility to carry out any agreed actions in advance of the next session where applicable and complete any assignments and to provide us with such information and assistance relating to the Services as we may reasonably require.

3.4 We will provide you with information and advice in connection with the Services. However, where recommended you are required to read the pre-course materials provided within your welcome pack prior to the course start date.

3.5 Travel and accommodation will not be provided for any of our Courses or Events.

Any expenses you encounter are not the responsibility of us and thus no expenses will be recoverable.

3.6 Where the Services are to be taken place via Zoom, you must ensure you join the session on time. We reserve the right to refuse admittance onto the Service if you are late.

4. Client’s Obligations: You agree, where applicable, to:

4.1 not sub-licence our Services or Training Videos to any third party;

4.2 act in accordance with any and all reasonable instructions issued by us in relation to the Services;

4.3 attend the arranged sessions on time and where applicable ensuring you are in a quiet location, with minimal distractions, good wi-fi access and be fully focused;

4.4 inform us of any change in your address or contact details;

4.5 complete all tasks, in the order they were designed and on time;

4.6 always behave respectful of other members and ensure confidentiality;

4.7 If you fail to comply with the above obligations, we reserve the right to terminate the Contract and/or charge for costs incurred by us as a result of your failure, at our discretion.

5. Fees and Payment

5.1 You agree to pay the fees upfront and in full as set out in the sign-up process in accordance with these terms of payment. All prices specified are inclusive of VAT where applicable.

5.2 We reserve the right to offer, in some cases, to allow the User to pay in instalments. Where this is applicable, we may still request a partial deposit payment.

5.3 All payments are to be made in pounds sterling, without set-off, withholding or deduction.

5.4 All payments made via the web page will go through a payment gateway provider. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to the gateway’s terms and conditions. A separate contractual relationship will be created between you and the gateway and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by them.

5.5 Time for payment is of the essence of the Contract. If you fail to make payment in full by the due date then, without prejudice to any other rights which we may have, we will have the right to suspend the Services (including any third party software included in the Contract, such as emails) and charge interest from the due date until payment is made in full, both before and after judgment, at the rate of 8% per annum above the Bank of England base rate from time to time in force, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

6. Cancelling Services if You Change Your Mind

6.1 If you are a consumer in the United Kingdom, you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund.

6.2 This period begins once your order has been processed (i.e. when the Contract between you and us is formed) and ends at the start of your first day of training, or 14 calendar days after the date of our order confirmation, whichever occurs first.

6.3 If you purchase a service by mistake, please inform us within 48 hours and do not attempt to access any paid content. Provided you have not accessed any paid content since the start date, we will be able to cancel your order and issue a full refund. If you have accessed any paid content once the Program has started, we will not be able to offer a refund

6.4 If you wish to exercise your right to cancel under this clause 7, you may inform us of your cancellation in any way you wish, however for your convenience, we offer a cancellation form and will include a link to it with the order confirmation. Cancellation by email or by post is effective from the date on which you send us your message.

6.5 Any refunds due will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform us that you wish to cancel, using the same method you used to place the order.

6.6 Should you wish to cancel within 30 days of the training session start date and we find ourselves unable to resell your place we reserve the right to charge you for the full cost of the programme to mitigate our losses.

7. Cancellation and Termination

7.1 If you wish to cancel the Course or Event, and you are not a consumer as defined under the Consumer Law Act 2015 or after the 14 day cooling off period , you may do so at any time by giving written notice to us, provided that:

7.1.1 Under no circumstances will any payments be returnable;

7.1.2 All payments required under the Contract will become immediately due and payable.

7.2 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the Programme, we shall notify you as soon as possible. We shall endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original, or better, as reasonably possible in these circumstances. If we have to make a significant change for any reason, we shall offer you the alternative as an option or an option to cancel with all sums refunded and no termination costs.

7.3 If, due to circumstances beyond your control you are unable to attend for any reason, we may be able to offer you an alternative date ...

7.4 Where applicable, we reserve the right to terminate your access to the course materials at any time. If we do so, we will notify you by email and provide you with an explanation for the termination. If we terminate as a result of your breach of these Terms and Conditions, you will not be entitled to any refund. Such terminations can be appealed by contacting us in writing. If we terminate your access for any other reason, we will refund any monies paid on a proportional

basis or invoice for any that remains outstanding if termination occurs within the first 6 months. Access to any paid content will cease immediately from the date of cancellation if cancellation is due to your breach.

- 7.5 Either Party has the right to terminate immediately if the other Party:
- 7.5.1 has committed a material breach of this Contract, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
- 7.5.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 7.6 Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract will survive termination under this clause 7.

8. Liability and Indemnity

- 8.1 Nothing in the Contract or these Terms and Conditions seeks to limit or exclude our liability in respect of death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability which cannot lawfully be excluded or limited.
- 8.2 We accept no liability for any of the following:
- 8.2.1 Loss or corruption of any data, database or software;
- 8.2.2 Any special, indirect or consequential loss or damage.
- 8.3 All warranties or conditions whether express or implied by law are expressly excluded to the fullest extent permitted by law.
- 8.4 In the event of a breach by us of our express obligations under the Contract, your remedies will be limited to damages, which in any event, shall not exceed the total fees paid by you under the Contract.
- 8.5 You will indemnify and hold us harmless from and against any and all claims, costs and liabilities howsoever arising and of whatsoever nature (including any consequential or indirect costs or losses) and whether in contract or in tort, including injury to or death of any person or persons or loss of or damage to any property arising out of or in respect of the performance by you of your obligations under the Contract if and to the extent that such losses, costs, damages and expenses are caused or are contributed to by your negligent acts or omissions or those of any persons for which you are otherwise liable.

9. Intellectual Property

- 9.1 Subject to a written agreement to the contrary, we reserve all intellectual property rights which may subsist in the content included on our webpage or Shopify. The content will remain the property of The McCourt Method, our affiliates and other relevant third parties. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights. By continuing to use the Programme you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this Programme shall be construed as granting, by implication, or otherwise, any license or right to use any trademark, or logo displayed on the site without our prior permission.
- 9.2 You may, for your own personal, non-commercial use only, do the following:
- 9.2.1 Retrieve, display and view the Content on a computer screen, or other devices such as a tablet;
- 9.2.2 Print the Content for your own personal use.
- 9.3 You must not otherwise reproduce, modify, copy, distribute or use for any commercial purposes any Content without the written permission of us.
- 9.4 You must immediately bring to our attention any infringement or suspected infringement of any of the intellectual property rights licensed to you of which you are aware and at our request, you will take such action or assist us in taking such action as we may deem appropriate to protect the intellectual property rights.

10. Confidentiality

- 10.1 Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain confidential information to each other. Both Parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under the Contract. Each Party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless required by law or unless so authorised by the other Party in writing.

11. Data Protection

- 11.1 All personal information that we may collect will be collected, used and held in accordance with the provisions of the Data Protection Regulations 2018 and any subsequent amendments to it.
- 11.2 In order to provide our Services, we will require access to certain passwords and sensitive data. Any passwords we store will be held in a secure password vault.
- 11.3 For more information on our processing of personal data, please refer to our privacy policy, available on request.
- 11.4 You agree that you will also comply with the data protection laws at all times. In particular, if you are passing us or allowing us access to the personal data of any third party, you warrant that you have obtained permission from those third parties for us to access their data. We will only use it to perform our obligations under the Contract and will not use it for any other purpose.
- 11.5 Use of the web page and Shopify is also governed by our Privacy Policy, which are incorporated into these terms and conditions by this reference.

12. Relationship of the Parties

- 12.1 Nothing in the Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
- 12.2 Nothing in the Contract will constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Contract.

- 13. Force Majeure:** Neither Party will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond

the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, infectious diseases, civil unrest, fire, flood, storms, earthquakes, pandemics, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

14. Other Important Terms

- 14.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 14.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 14.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions will be valid and enforceable.
- 14.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.
- 14.6 We may revise these Terms and Conditions from time to time. If we change these Terms and Conditions as they relate to the Contract between you and us, we will give you advance notice of the changes and provide details of how you may cancel if you are not happy with them.

15. Law and Jurisdiction

- 15.1 These Terms and Conditions and the Contract between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.
- 15.2 Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.