

## **1. OUR AGREEMENT**

- a. These Terms supplement the agreement made between Tami Irokawa McGonigal trading as Rinzen Project, 6 Aultone Way, Sutton, SM13LE 8 ("Rinzen Project" "we" "us" or "us") and you when you purchased a Programme.
- b. Your access to the Programme begins when payment is received and the Programme is officially started.
- c. You may not share or transfer the Programme access or Materials with anyone else.

## **2. EXPECTATIONS**

- a. The Programme description and objectives can be found online or in promotional materials provided to you. The Description is a general statement of the Programme content, intentions and objectives. We may vary the Programme content to respond to Participant feedback and such changes will not be a breach of our agreement with you.
- b. The Programme is an online programme and would not normally involve in-person meetings unless specifically included in the Description or agreed in writing with you.
- c. The Programme is designed to help you do the work you need to achieve your goals. If you do not do the work or show up for any live sessions that may be included, or do any assignment or work required before or during or for the Programme, you will not achieve the expected outcomes or the learning objectives of the Programme.
- a. The Programme is for informational purposes only. It does not and is not intended to provide specific medical, legal, commercial, financial, tax or other professional advice.
- d. Group support is provided on the terms of the individual group rules which can be found in each group. The rules are provided in the group description and are accessible before you join.
- e. If you are in breach of these Terms or the rules of the group, we reserve the right to suspend or terminate your group support without compensation or a right to substitution, and without prejudice to other remedies we may have.

## **3. YOUR RIGHTS AND RESPONSIBILITIES**

- a. If you are paying for yourself and not through an organisation or business, you may have statutory consumer and cancellation rights. But you do have to pay for the Programme once you have started or accessed it.
- b. You are responsible for your own physical, mental, and emotional wellbeing, and for your decisions, choices, actions, omissions and results.
- b. You agree to use good judgement and seek advice from suitably qualified professionals before taking action as a result of attending the Programme.

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- c. We will use our best endeavours to cover as much as we can in the given time. However, particularly in relation to our one to one Programme, the more topics you want to discuss, the less in-depth the content will be.
- c. For one to one sessions, you may reschedule your session by giving us not less than 48 hours prior written notice by email, telephone or other means as agreed between us following which we will reschedule the date for the session.
- d. It is your responsibility to make sure that you have adequate computer equipment, broadband/wi-fi and time to access the Programme.
- e. You must ensure that you have adequate virus and malware protection before accessing our systems.
- f. You are responsible for keeping your log-in/links/access/downloads safe and secure.
- g. You must not do anything to interfere with the running of our website(s) or platforms, not attempt to gain access to any parts of our site(s) to which you have not been granted access.
- d. You will not seek to promote any goods/services to any Participant that you come into contact with during the Programme nor make contact with them unless they have expressly invited you to do so during shared sessions and they have shared their contact details with you.

## 4. BUSINESS CONTINUITY AND RESILIENCE

- a. If the Programme has elements of live support, we reserve the right to substitute for the lead provider where necessary.
- b. **Associates and substitutes:** We may use associates or substitutes to deliver parts of the Programme.
- c. We may change the learning platform, server or other methods of accessing your Programme at our discretion.

## 5. TIMING AND STANDARD OF PROVISION OF SERVICES

- a. Access to the Programme is for a specified period of time, as stated in the Description.
- b. We reserve the right to cancel or reschedule any Session by providing you with written notice, by posting in the Programme notices environment, or by email, or by telephone, no less than 24 hours prior to the start of the Session.
- h. You may not send a substitute to any Sessions. If you simply do not show up, the Session will be treated as lapsed without notice. If you arrive late to the Session, we are not obliged to make up for the time lost. The Programme may entitle you to view recordings of Sessions, which you may do until the expiry of the Programme. You acknowledge that we work for multiple clients and invest time, resources and financial commitment in each Programme.

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- i. We will normally be available for the time specified for a Session. We may not be able to accommodate staying later.

### 6. PAYMENTS

- a. Payment may be made online by credit card, PayPal or by BACs as determined at the time the invoice is issued to you.
- b. Programme charges are due to be paid at or before the start of the Programme. Unless staged payments or invoicing have been included in the Description, you will not be able to access your material until the appropriate payment has been received.
- c. If you have accessed Material, even by just logging in, this will have started your Programme so you will owe us the payment(s) in line with your original purchase.
- d. If the Programme provides for staged payments or deposits, a late payment will result in access to the Programme being suspended.
- j. Suspension from a Programme will not cancel the obligation to pay for the remainder of the Programme.
- e. If you are paying in a different currency to the one we are selling in, your card provider or equivalent will apply their own exchange rates at the time of purchase. This will fluctuate and the exact amount you pay in your own currency is beyond our control.
- f. If we offer a payment or instalment plan for the Programme, you are responsible for keeping a current credit card on file with us until your payment obligations have been met. If your card on file ever declines, you agree that by providing us with new credit card details we can charge the card for all overdue payments.
- g. We reserve the right to charge interest on overdue amounts at the rate of 2.22% per month (equivalent to an unauthorised overdraft rate from the bank). Your subsequent payments will be applied to interest and finance charges first, and then applied to fees/costs outstanding.
- h. Cancellation charges and refunds are not normally available for non-attendance or partial attendance of the Programme. For exceptional circumstances, refunds are at our entire discretion. We regret that we do have to do this.

### 7. RIGHTS TO USE / COPYRIGHT

- a. IP Rights in all Materials produced by us and/or presented in the Programme are and shall remain our absolute property.
- b. You may use Materials only for your own participation in the Programme and for private use to support your learning from that Programme. You must not disclose or use the Materials without our permission for any other purpose.
- c. Please be clear: you do not have the right to re-use or publish or adapt any part of any Materials, nor to disclose those Materials to anyone. If you want to do any of these things, you need our written consent before you do it.

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- k. If someone else is using your Programme access or Materials you will pay us an additional full Programme fee for each additional user regardless of how much of the Programme they have accessed. This does not mean we give you consent to do so, but is a notice of part of the costs you will bear if you do – you will also be liable for our investigation, legal and other costs, and other loss and damage we may lawfully claim from you.
- d. Where the Programme involves you posting material or comments into a group environment, you must ensure that you are not breaching any third-party rights in your postings. You must not make any slanderous or defamatory statements, or bully or harass anyone or breach our Group rules. You cannot be “off the record” in any group sessions. You will indemnify us against all costs, expenses and damages we suffer if a claim is made against us arising from your breaches of this provision.
- e. We may record and monitor any Sessions or comment threads or the complete Programme. We may publish the complete recordings or edited highlights. You agree that all IP Rights of any nature in those recordings and in their contents belong exclusively to us. You waive all moral rights defined in English law in the Copyright, Designs and Patents Act 1988 (as amended, re-enacted or replaced) and parallel rights in other jurisdictions with respect to your contributions and agree to grant us an irrevocable perpetual royalty-free licence to publish and use them.
- f. You may not photograph, screenshot, record, or video any Programme content unless this is agreed in writing in advance. If recording is agreed, the content delivered by us that is captured by you or on your behalf will remain our absolute copyright and your using it may be subject to a repeat fee or licence fee.

## 8. POLICIES AND PROCEDURES

- a. **Resolving problems:** We aim to meet or exceed your expectations. If there is anything about your Programme that is not going as you want, or if you have any query or complaint, speak to us straight away.
- l. **Access:** You need to ensure that your computer will allow the use of video cameras and you have sufficient broadband to watch streaming videos. If you need IT support to arrange this you should contact your IT provider. You will need to login to any live events in good time to do a systems check and make sure you have the appropriate access.

## 9. CONFIDENTIAL INFORMATION

- a. **Your information and our confidentiality:** We will only use or disclose your Confidential Information to deliver the Programme or if we are required to disclose it by law and/or by the supervisory body`s (International Coaching Federation (ICF)) purpose as part of our on-going training, supervision, evaluation, continuing education and accreditation purpose. You agree to share with ICF staff members and/or other parties involved in this process, your name, contact information and start and end dates of coaching for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared. According to the ethics of our coaching profession, topics discussed may be anonymously and hypothetically shared with other coaching professionals

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again, solely for training, supervision, evaluation, and for coaching professional development and/or consultation process.

- b. We may keep some Confidential Information to keep a record of the work we did together.

## 10. DATA PRIVACY

- a. We will process your own Personal Data in line with our Data Privacy Policy. A link to our Data Privacy Policy can be found on our website.
- b. The Programme may come with support on third-party sites (such as Facebook or LinkedIn). Your data on those sites is held in accordance with their Data Privacy policy provided to you as part of your membership of that site. You should secure your settings appropriately on those platforms.

## 11. WARRANTIES AND LIABILITY LIMITATION

- a. **Force majeure:** We will not be liable for failure to provide Services where it is not reasonably practicable to do so due to circumstances beyond our control.
- b. All Materials are created on the basis of our experience and knowledge. Many Programmes will contain content that disagrees with other organisations' outputs. It is your responsibility to determine whether to act upon any of the content or seek further advice before doing so.
- m. Our Programme(s) are written to share information, tools and improve your mindset, knowledge, skills and techniques. We cannot promise you any specific outcome(s) as a result of taking this Programme. The testimonials and examples used are not intended to represent or guarantee that you will achieve the same or similar results. Each individual's success depends on many factors, including but not limited to his/her own background, starting point, desire and motivation.
- c. **Limitation of liability:** There shall be no personal liability of any of our principals, directors, partners, employees, agents or subcontractors, or your fellow delegates, arising in any way out of the performance or non-performance of the Programme.
- d. We shall have no liability for any indirect or consequential losses or expenses suffered by you, however caused, including but not limited to loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.
- e. Our aggregate financial liability to you shall in no circumstances exceed the fees paid for the Programme which gives rise to such liability.
- f. Nothing in these Terms shall be interpreted as excluding or restricting any legal liability on us or others where liability cannot legally be excluded or restricted.
- g. We do not warrant that our website or the Programme will be available at any particular time or location; that any defects or errors in the Programme will be corrected; or that the Materials are free of viruses or other harmful components.

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### 12. TERMINATION

- n. Termination of your participation in a Programme, whether by you or by us or by the Programme coming to an end, shall not affect rights and obligations already accrued prior to termination, and shall not undermine the continued enforceability of the confidentiality and intellectual property obligations set out in these Terms.

### 13. DEFINITIONS, INTERPRETATION AND LAW

- a. In these Terms, the following words or phrases have the meaning set out below.

"Confidential Information" all information:

- that we discover because of or through our connection with you; and
- which is about or relating to you or your business (including financial information, products, services, service levels, customer satisfaction, proposed services and products, pricing, and margins) or your people (including your directors or partners, investors, staff, suppliers, customers, clients, prospects and contractors).

However, "Confidential Information" does not include information that is openly published by you, or information that is publicly available without breach of our confidentiality obligation.

"Description" the description of the Programme content, conditions, qualifications and exclusions set out on our website or landing page or other publicity material through which you purchased the Programme.

"including" the word "including" shall not imply any limitation on the generality of the concept or thing of which examples are being given.

"Materials" means written, audio and visual materials used or produced or presented in the course of or to support delivery of the Programme, including handouts, videos, questionnaires, games, case studies, explanatory material, notes, calculations, specifications, reports, designs, drawings, flow charts, plans, trainer notes, reference material, prototypes.

"Participant" means any individual attending any part of the Programme.

"Programme" the event, coaching, course or training or workshop provided by us and purchased by you.

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| "IP Rights"   | includes: <ul style="list-style-type: none"><li>- intellectual property rights including (but not limited to) copyrights, patents, registered designs, design rights, trademarks, service marks, and</li><li>- the right to apply for or register any such protection, and</li><li>- all rights relating to trade secrets and other unpublished information.</li></ul> |
| "Session"     | an element of a Programme.   |
| "You"         | refers to the individual purchasing the Programme or on whose behalf the Programme has been purchased.   |
| "We" and "us" | refers to the person, firm or organisation providing the Programme.  |
- o. **No waiver:** If we or you delay or fail to enforce any of these Terms on any occasion, that will not affect or limit our or your ability to enforce that term on any other occasion or at any time.
- p. **Severability:** If any provision of these Terms is unenforceable or invalid, words shall be struck out to the minimum extent necessary to make the provision enforceable and this shall not affect the enforceability of the other provisions of our contract.
- b. **Law and jurisdiction:** This Agreement is governed by English law and subject to the exclusive jurisdiction of the English courts.