



Introduction to Colour Psychology course (ICP) Agreement for Karen Haller Colour Training 2019

1. Summary of key payment terms

ICP course

One payment due = £250.00 (VAT included if applicable)

Upgrading to **Advance Colour Group Mentoring Course (ACGMP)** or the **Private 1-1 Mentoring Course** available (on application).

2. Application of terms and conditions

2.1. These terms and conditions (“Terms”) apply to the ICP course: operated by Karen Haller Interiors Ltd, c/o First Call Accounting, 1st Floor Audit House, 151 High St, Billericay CM12 9AB (“we” or “us”). By registering to be a participant in our Course, you agree to the following Terms and that these prevail over any inconsistent terms or conditions contained, or referred to, elsewhere or as implied by law, trade custom, practice or course of dealing.

2.2. The agreement between us and you, the person or entity registering to be a participant in the Course (“you”) and which is subject to these Terms (“Contract”), shall come into effect upon us emailing you to confirm our acceptance of your registration form for the Course and shall continue until terminated in accordance with these Terms.

2.3 This course is for you only and not to be used to train other staff or individuals.

2.4 Any content posted or submitted by you to our site or our Facebook group in the course of the Course is subject at all times to the Acceptable Use Policy.

2.4 Where you are a corporate entity, “you” as used in these Terms shall be deemed to include your officers and employees and you shall procure that such officers and employees fully comply with these Terms.

3. Course

3.1. You’ll have access to the course for the lifetime of the course.

3.2 This course module 2 of the Advanced Colour Group Mentoring Course.

3.3 The online training course is held in a secure membership site on third party secure servers and we have taken all reasonable steps to ensure that the online content will be available at all times during the duration of the course but in the event that such content (or any content added by you or other participants in the course) is not available in whole or in part at any time, or becomes corrupted, is deleted or is failed to be stored, we shall have no liability in any circumstances.

3.4 You agree to keep the website link, user details and your password for the site confidential at all times and to not disclose them to any third party. You must notify us immediately if you become aware of any unauthorized use of your account and you shall indemnify us against all claims, damages, losses, costs or expenses (including professional fees) and any other liability which arises from any unauthorized use of your account.

3.5 If you have been offered a group call it shall start and end at the scheduled times regardless of the time that you join the call. If you are late to the call this may be extended at our discretion but if we need to end at the scheduled time, we shall not be obliged to refund you any amounts in relation to such session. If you are not able to attend the call live you will be given an opportunity to submit your question with every endeavour to have it answered on the call. The aim is to have a recording – the link will be sent to you.

3.6 There is no certificate or qualification awarded with this introduction course. This is given only on successful completion of the *Advanced Colour Methods Group Mentoring Course* where a certificate of completion (Foundation stage 1) will be awarded upon completion of all modules and course work to a satisfactory level as well as completion of the Knowledge Review and follow up call.

4. Payment

4.1 The total price payable for the Course is as set out in the summary of key payment terms above.

4.2 The total price payable as set out in the summary of key payment terms is inclusive of Value Added Tax. And any other applicable taxes or duties which shall be added at the applicable rate where necessary.

4.3 All payments are non-refundable other than as set out in paragraph 7.2 below.



5. Our obligations

5.1. We warrant to you that the course and course materials purchased from us is of satisfactory quality and reasonably fit for the purpose for which the Course is supplied.

5.2. Other than as set out in paragraph 5.1 above, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of mentoring, coaching and training and the fact that your success is dependent on a number of factors over which we have no control, we do not guarantee any particular results.

5.3 We will endeavour to ensure that all information that we provide is accurate and up-to-date but we shall not be liable for any claims arising from such information being inaccurate or not up-to-date or otherwise.

5.4 We acknowledge that for the duration of the course we will have access to your confidential information and we agree not to (except in the proper course of our duties) use or disclose to any third party such confidential information. This restriction does not apply to:

- (a) any use or disclosure authorised by you or required by law;
- (b) any use or disclosure which we in our absolute discretion consider necessary or advisable in order to prevent illegal acts or harm to you or to others; or
- (c) any information which is already in, or comes into, the public domain otherwise than through our unauthorized disclosure.

5.5 You acknowledge and agree that your personal data will be processed by and on behalf of us as part of us providing the Course to you.

6. Intellectual Property

6.1 We are the owner or the licensee of all Intellectual Property Rights and all other rights in the course and all content within the course and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the course or the content of the Course to you or to any other person.

6.2 You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party or teach/train in any way any of the content or materials contained in the course (including any extras or bonuses).

6.3 We grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content of the course for the purposes for which the Course were provided only.

6.4 Except as set out in paragraph 6.3, you may not use any of our intellectual property rights at any time except where duly licensed. Use of our logo is strictly prohibited without our prior written consent.

6.5 You may not without our prior written consent make any audio or visual recordings of any part of our Course.

6.6 You acknowledge that certain information contained in the Course and Course materials is already in the public domain.

6.7 You are not permitted to sell or promote products or services to other participants in the Course at or during any part of our Course without our prior written permission.

6.8 The provisions of this paragraph 8 shall survive termination of the Contract.

7. Term and termination

7.1 The agreement shall continue until the end of the course when the agreement shall expire other than for the Terms that are specifically stated to remain in force.

7.2 You may terminate the agreement at any time by emailing us at hello@karenhaller.co.uk, if you complete the entire course within 30 days of purchase, apply it to your design work and daily life, yet still don't feel it has made a positive impact on your clients or how you view colour, send an email showing me what you've done so that I can improve the course in future.

Notwithstanding the provisions of paragraph 7.1 or 7.2, either of us may terminate the Contract on written notice to the other with immediate effect if at any time:

7.2.1 The other commits any serious or repeated breach or non-observance of any of the provisions of these

Terms; or

7.2.2 The other (i) makes a resolution for its winding up, (ii) makes an arrangement or composition with its creditors, (iii) makes an application to a court of competent jurisdiction for protection from its creditors, (iv) is unable to pay its debts, (v) ceases trading or an administration or winding-up order is made or an administrator or receiver is appointed in relation to such party, (vi) is declared bankrupt or (vii) is convicted of a custodial offence (other than a road traffic offence); or

7.2.3 The other party commits any fraud or dishonesty or acts in any manner which in the opinion of the terminating party brings or is likely to bring the terminating party into



disrepute or is materially adverse to the interests of the terminating party.

7.3 On or before the date of termination of the Contract, you shall immediately pay any unpaid fees or other sums payable under these Terms (which for the avoidance of doubt shall include any remaining instalments regardless of the point at which the Contract is terminated).

7.4 Termination of this agreement shall not affect either of our accrued rights, remedies, obligations and liabilities of either of us as at the date of termination of this Contract, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

7.5 Any delay by us in exercising our right to terminate the Contract shall not constitute a waiver of our right to terminate or to seek any other remedy.

7.6 Paragraphs which expressly or by implication have effect after termination of the Contract shall continue in full force and effect after the date of termination of the Contract.

7.7 This paragraph 7 shall survive termination of the Contract.

7.8 Where the Contract expires, this shall be treated as a termination for the purposes of paragraph 7.7 and all other paragraphs that refer to "termination".

8. Liability

8.1 Nothing in this paragraph 8 shall limit our liability for death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.

8.2 We shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by the you as a result of you entering into the Contract and/or us providing the Course.

8.3 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall in all circumstances be limited to the price paid by you for the Course.

8.4 If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control, we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

8.5 We shall not be not liable for additional costs incurred by you as a result of changes in (i) the course, (ii) any other content, (iii) the location of venues, (iv) the time and date of sessions or (v) trainers, instructors or coaches.

8.6 The provisions of this paragraph 8 shall survive termination of the Contract.

8.7 You acknowledge and agree that:

8.7.1 The Contract constitutes the entire agreement and understanding between us and supersedes any previous arrangement, understanding or agreement between us relating to the provision of the course (which shall be deemed to have been terminated by mutual consent);

8.7.2 in entering into the Contract you have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the provision of the course other than as expressly set out in the Contract.

9. General

9.1. By registering for our course you warrant that:

9.1.1. You are legally capable of entering into binding contracts; and

9.1.2. You are at least 18 years old; and

9.1.3. You are resident in England and Wales; and

9.1.4. That all information you provide us with is materially true and accurate at all times and not misleading in any way.

9.2. You accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site or in the Facebook group. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

9.3. We may vary these Terms (other than the price payable by you for the course) as we see fit from time to time and if we do, we shall notify you by email of the change of terms. Your continuation with the Course will be deemed to be your acceptance of any new Terms.



9.4. The Contract is personal to you and you may not assign, transfer, charge, subcontract, sub-license or deal in any other manner with all or any of your rights under the Contract.

9.5. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

9.6. If we fail to insist upon strict performance of any of your obligations under the Contract, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is in writing.

9.7. If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

9.8. A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

9.9. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.

9.10. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

9.11. We each irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

9.12. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.