

## **Online Training - Introduction to Colour Psychology Terms and Conditions**

### **1. Application of terms and conditions**

These terms and conditions ("**Terms**") apply to the "Introduction to Colour Psychology" standalone module ("**ICP Module**") operated by Karen Haller Interiors Ltd of 267 Westbourne Park Rd, London, W11 1EE ("**we**" or "**us**"). By registering to be a participant in our ICP Module, 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. The agreement between us and you, the person or entity registering to be a Participant in the ICP Module ("**you**") and which is subject to these Terms ("**Contract**"), shall come into effect upon you purchasing the ICP Module and shall continue until terminated in accordance with these Terms

### **2. Other documents**

2.1. These Terms should be read in conjunction with our Website Terms of Use, Privacy Policy and Acceptable Use Policy (all of which can be found on our website [www.colour-training.com](http://www.colour-training.com) ("**site**")).

2.3. 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. ICP Module**

3.1. The ICP Module will be delivered as detailed on the sales page of our site.

3.2. The online materials used in the ICP Module are held 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 course of the ICP Module but in the event that such content (or any content added by you or other participants in the ICP Module) 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.

3.3. You agree to keep 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.

3.4. You will have access to the ICP online Module for 6 (six) months from date of purchase.

### **4. Payment**

4.1. The total price payable for the ICP Module is as set out on the sales page of our site. You may make payment via the methods that are specified there. This is a one off payment paying for the ICP Module.

4.2. The ICP Module will be made available once full payment has been received.

4.3. The total price payable as set out in the summary of key terms is exclusive of Value Added Tax (except where expressly stated otherwise) which shall be added at the applicable rate where necessary.

4.5. 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 ICP Module and ICP Module materials purchased from us through our site is of satisfactory quality and reasonably fit for the purpose for which the ICP Module 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 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. You acknowledge and agree that your personal data will be processed by and on behalf of us as part of us providing the ICP Module to you and consent to us using it in accordance with our Privacy Policy.

## 6. Intellectual Property

6.1. We are the owner or the licensee of all Intellectual Property Rights and all other rights in the ICP Module and all content within the ICP Module and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the ICP Module or the content of the ICP Module 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 in any way any of the content or materials contained in the ICP Module.**

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 ICP Module for the purposes for which the ICP Module 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 the ICP Module.

6.6. We may from time to time record the ICP Module being delivered during your attendance. You authorise us to use your image and voice in any such recordings without payment, other condition or need for further consent.

6.7. You acknowledge that certain information contained in the ICP Module is already in the public domain.

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

6.9. The provisions of this paragraph 6 shall survive termination of the Contract.

## **7. Term and termination**

7.1. The Contract shall continue until the end of the ICP Module, other than for the Terms that are specifically stated to remain in force which will survive termination of the Contract.

7.2. You may terminate the Contract at any time by emailing us at [hello@karenhaller.co.uk](mailto:hello@karenhaller.co.uk). Subject to paragraph 7.3 below, no refunds will be provided.

7.3 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:

7.3.1. The other commits any serious or repeated breach or non-observance of any of the provisions of these Terms; or

7.3.2. 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

7.3.3. 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.

7.4. 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).

7.5. 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.

7.6. 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.

7.7. 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.

7.8. This paragraph 7 shall survive termination of the Contract.

7.9. Where the Contract expires, this shall be treated as a termination for the purposes of all paragraphs that refer to "termination".

## **8. Liability**

8.1. 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 you as a result of you entering into the Contract and/or us providing the ICP Module.

8.2. 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 ICP Module.

8.3. 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.

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

8.5. 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 it would be illegal for us to exclude, or attempt to exclude, our liability.

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 ICP Module (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 ICP Module other than as expressly set out in the Contract.

## 9. General

9.1. By registering for our ICP Module 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. 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. 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 ICP Module) 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 ICP Module 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.