

CLMO Consulting Limited
Terms and Conditions
Divorce Out-of-court Strategy programme

1. Interpretation

1.1 Definitions:

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services by the Supplier as set out on the relevant Landing Page(s) of the Programme(s) on the Platform.

Coach: the individual providing the Services.

Conditions: these terms and conditions set out in clause 1 to clause 12 (inclusive).

Confidential Information: all information (however recorded or preserved) that one party discloses or makes available to the other party (**recipient**) in connection with the Contract and which would be regarded as confidential by a reasonable business person. It includes any information of a confidential nature relating to the Charges or the operations, customers of the Supplier does not include information that is or becomes generally available to the public through no fault of the recipient; is independently developed by or for the recipient; or was, is or becomes available to the recipient on a non-confidential basis from a person who, to the recipient's knowledge, is under no confidentiality obligation with respect to that information.

Contract: the contract between the Customer and the Supplier for the supply of the Services, comprising these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and **controls** and **controlled** shall be interpreted accordingly.

Customer Materials: all documents, information, software, items and materials (whether owned by the Customer or a third party), which are provided by the Customer to the Supplier in connection with the Services.

Effective date: means the date of this Agreement.

End Date: the date of expiry of the Services 6 months after purchase.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, those rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Losses: all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses).

Private Coaching Session(s): the individual or couple private coaching sessions conducted by the Coach virtually.

Programme(s): any programme as launched and made available for purchase by the Company from time to time online.

Services: the services of the relevant Programme(s)

VAT: means value added tax chargeable in the UK.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) Unless expressly provided otherwise in the Contract, a reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) includes all subordinate legislation made from time to time.
- (c) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (d) A reference to **writing** or **written** excludes fax but not email.

2. Commencement and Term

The Contract commences on the Effective Date and continues, unless terminated earlier in accordance with termination clause, until the End Date when it shall terminate automatically without notice.

3. Cooling Off Period

3.1 The Customer has the right to cancel the Contract within 14 days without giving any reason.

3.2 The cancellation period will expire after 14 days from the date the Contract was entered into (**Effective Date**).

3.3 To exercise the right to cancel, the Customer must inform the Supplier of their decision to cancel the Contract in writing with their intention to cancel. See clause 12.8 for further information.

3.4 If the Customer cancels the Contract, the Supplier will reimburse all payments received from the Customer. The Supplier shall reimburse the Customer without undue delay, and not later than 14 days after the date the Supplier is informed of the Customer's intention to cancel this Contract.

3.5 **If the Customer requested to begin the performance of Services during the cooling off period (which begins the day after the Contract was entered into), the Customer:**

(a) **shall be liable to pay the Supplier for the Services rendered up until the point of cancellation to be calculated *pro-rata* based on the number of modules in the Programme the Customer has started on; and**

(b) **the Customer must still give 48 hours' notice of their intention to cancel their membership within the cooling off period.**

4. Supply of services

4.1 The Supplier shall supply the Services to the Customer from the Effective Date in accordance with the Contract.

4.2 In supplying the Services, the Supplier shall:

(a) perform the Services with reasonable care and skill in accordance with the generally recognised standards and practices in its industry;

(b) use reasonable endeavours to meet any performance dates as agreed;

- (c) time is not of the essence for the performance of any of the Supplier's obligations in the Contract;
- (d) comply with Applicable Laws provided that the Supplier shall not be liable under the Contract if, as a result of this compliance, it is in breach of any of its other obligations under the Contract.

4.3 In supplying the Services, the Disclaimer annexed to these Conditions as Annex A (“**Disclaimer**”) shall apply.

5. Bookings (including rescheduling and cancellation) (if applicable)

5.1 The Customer is entitled to make two booking(s) for Private Coaching Session(s) with the Supplier as part of their membership in the programme.

5.2 The Customer may purchase additional Private Coaching Sessions through a link provided in the training course.

5.3 The bookings can only be made once the Cooling Off Period described in clause 3 has expired. Bookings must be made through the online booking system (<https://links.ellacrm.com/widget/booking/XrF82cTwaURH9aG4v71y>). The Customer will receive a confirmation email with the chosen date and time.

5.4 For the avoidance of doubt, any bookings made between the Customer and the Coach will be cancelled automatically if the Company has not received the relevant payment, 48 hours in advance.

5.5 Subject to these Conditions, the Customer may change or cancel their bookings up to 48 hours in advance to another time convenient to both the Customer and the Coach. This can be arranged without additional charge by the Company.

5.6 The Customer may not change their booking(s) less than 48 hours in advance.

5.7 If the Customer cancels their booking(s) less than 48 hours in advance, the Customer will still be deemed to have used any Private Coaching Session(s) available for their purchase, and the Customer will not be refunded for such cancelled booking(s). The same term applies to any booking(s) to which the Customer (for whatever reasons) fails to attend.

6. Follow-up Contact

6.1 After due performance of the Services, the Coach may follow up with the Customer by way of various modes of communication, such as WhatsApp and email, using the information available to the Coach.

6.2 These Conditions and the Disclaimer shall be applicable to any communication between the Customer and the Coach pursuant to clauses 6.1 and 6.2 which shall be regarded as part of the Services.

7. Customer's obligations

7.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) provide the Supplier, in a timely manner, with all information and materials as the Supplier may reasonably require to provide the Services and ensure that they are accurate and complete in all material respects; and
- (c) comply with all Applicable Laws in its performance of the Contract.

7.2 The Customer shall purchase their desired Programme(s) online. For the avoidance of doubt, by making successful payment via the Platform and/or any site(s) as the Platform shall redirect you to for the making of payment(s), the Customer shall be deemed and regarded as having read, understood and agreed to these Conditions together with the Disclaimer.

8. Charges

8.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges for the relevant Programme(s) as stipulated on the relevant Landing Page(s) on the Programme website: www.divorceoutofcourtstrategy.co.uk.

8.2 The Customer will be required to pay in by way of instalments, as agreed.

8.3 Purchase of the Programme(s) is processed strictly through the Platform and/or any sites as the Platform shall redirect the Customer to for the making of the relevant payment(s). The Customer should not pay by way of bank transfer to the Company and/or the Coach or otherwise than through the site for any purchase of the Programme(s).

8.4 If the Customer fails to make payment due to the Supplier under the Contract by the due date for payment, then the Supplier may suspend access to the Programme(s) online and all Services until payment has been made in full.

8.5 If the Customer decides to cancel the Services but has elected to begin the performance of Services before the 14 day Cooling Off Period, they will still be liable for additional payment upon cancelling if the refund due is less than the

outstanding payments due based on the number of modules started as per clause 3.5.

- 8.6 If the Customer has decided to cancel the Services after the 14 day Cooling Off Period, they will still be required to pay the six monthly instalments they have committed to, as though they had paid in full upfront and this is irrespective of the number of modules in the Programme, private coaching sessions or other benefits of the Programme which may have been used.

9. Intellectual property

If the Supplier provides the Customer with any materials, whether digital or printed, any intellectual property in those materials belongs to the Supplier and unless it is agreed otherwise, the Customer can only use those materials for their own personal use and may not share with third parties.

10. Limitation of liability

10.1 Nothing in the Contract limits or excludes:

- (a) liability for deliberate default;
- (b) liability for death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977;
- (c) liability for fraud or fraudulent misrepresentation;
- (d) liability for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;
- (e) any liability that cannot legally be limited; or
- (f) the Customer's liability for its payment obligations under the Contract.

10.2 Subject to clause 10.1, neither party shall have any liability for:

- (a) loss of profits (including loss of anticipated savings);
- (b) loss of business or business opportunity;
- (c) loss of use or corruption of software, data or information;
- (d) loss of or damage to goodwill; or
- (e) indirect or consequential loss.

10.3 Subject to clause 10.1, all conditions, warranties, representations or other terms that might otherwise be implied into this agreement by statute, common law or otherwise are excluded from the Contract.

11. Termination

11.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by notifying the other party if:

- (a) the other party commits a material breach of any term of the Contract which:
 - (i) is not capable of remedy; or
 - (ii) if capable of remedy, is not remedied within a period of 48 hours by the other party after being notified to do so;
- (b) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (c) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

11.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by notifying the Customer if the Customer fails to pay:

- (a) any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified to make that payment.

11.3 On termination of the Contract for whatever reason, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, where no invoice has been submitted for Services supplied, the Supplier may submit an invoice, which shall be payable in accordance with these Conditions.

11.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11.5 Termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11.6 Upon termination of the contract, the Customer will no longer have access to ongoing support services such as the Whatsapp Community Group and the weekly Q&A sessions.

12. General

12.1 **Force majeure.** Neither party shall be liable for any delay or failure in performing any of its obligations for so long as and to the extent that the delay or failure results from events, circumstances or causes beyond its reasonable control.

12.2 **Assignment and other dealings.** The Supplier may at any time assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

12.3 Confidentiality.

(a) Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination of the Contract, disclose to any person any Confidential Information of the other party, except as permitted by clause 12.3(b).

(b) Each party may disclose the other party's Confidential Information:

- (i) to those of its employees, officers, representatives, contractors, subcontractors or advisers who need to know that information for the purposes of exercising its rights or carrying out its obligations under the Contract (**Representatives**). Each party shall ensure that its Representatives comply with confidentiality obligations which are substantially equivalent to those set out in this clause 12.3; and
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party may use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under the Contract.

12.4 Entire agreement.

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

12.5 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.6 **Waiver.**

- (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

12.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

12.8 **Notices.**

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service to its address specified in the Contract Details; or
 - (ii) sent by email to the email address specified in the Contract Details, or to any other address as it may have notified to the other party in accordance with this clause 12.8.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.8(b)(iii), business hours means 9.00am to

5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

12.9 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

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

12.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract.

ANNEX A

Disclaimer

- As the customer, you understand that the Coach is not a therapist. Coaching is designed to focus on taking the actions to help you accomplish the goals that you define. The customer accepts responsibility for their own mental health throughout the process.
- As the customer, you understand that the Coach is not a solicitor, legal practitioner and/or a legal advisor and cannot advise you on what your rights are or what issues are involved in your case. You accept responsibility to consult with a solicitor, legal practitioner and/or a legal advisor regarding any legal matters throughout the process.
- As the customer, you understand that the Coach is not a Certified Public Accountant or a licensed financial advisor and cannot advise you on financial implications and/or tax matters in your case. You accept responsibility regarding any financial/tax matters throughout the process.
- The Coach may come to recommend other divorce professionals who could help you with your case. Please be aware that I have no control over the advice they might give you and cannot be held accountable for any issues you may have with their services. It is your responsibility to conduct your due diligence and carefully select the professionals you work with.
- The information exchanged between the Coach and the customer is confidential except as required by law.
- During the coaching relationship, the Coach will likely become privy to information or data about yourself and your family, including but not limited to:- session notes, emails, text messages, forms and this agreement. You hereby consent to the Coach retaining such data in a safe and confidential location for a period of 6 years before destruction. You can request the early disposal of this data by submitting a written request by email to chloe@divorcewithchloe.com.