

# Online Group Coaching Terms & Conditions

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These terms (the “Agreement”) are between you (“you” or “Client”) and Sara Davison Global Enterprises (SDGE). Our website address is: [www.saradavison.com](http://www.saradavison.com)

Owner contact email: [marina@saradavinson.com](mailto:marina@saradavinson.com)

## What the User should know at a glance

- Please read our terms and conditions below and if you do not agree with any of the content, please do not take part in any Heartbreak to Happiness Online Breakup Support Groups. Participation by any individual in any session shall be deemed as automatic acceptance of these terms and conditions.
- Please note we do not provide legal, financial, or medical advice. When attending our HH Online Group Sessions you are doing so at your own risk, and you must take full responsibility for any effects. Any guidance we may provide is not legal, financial, or medical advice and does not substitute for legal or professional medical/physiotherapy advice.
- Usage of the HH Online Group Sessions is age restricted: to access and use the HH Online Group Sessions you must be an adult under applicable law.

## HH Online Group Session Guidelines:

Divorce Coaches/Coaches – Coaches are here to provide support to clients. They are not legal and or financial professionals and do not hold any legal qualifications, financial or medical qualifications and are providing support and advice in a coaching capacity only.

Participation – the opportunity to share their story in a way which suits them. Members only need to share as much information as they are comfortable with.

Respect – please respect others’ differences and their views (even when they are different to your own). This includes tolerance and listening without judgement. Avoid graphic details during shares as it may be upsetting for other Members.

Inappropriate behaviour – or behaviour that makes people feel uncomfortable will result in you being immediately removed from the Zoom meeting. This includes any forms of discrimination, harassment, excessive swearing, inappropriate attire, being obviously under the influence of drugs or alcohol, and oversharing inappropriate details.

Safe Space – the intention is to always provide a safe space where we can develop trust in each other, be supportive and supported. If the HH Coach believes that a member’s conduct is not contributing to a safe environment, then (s)he may decide to discuss the person’s behaviour with them individually.

Privacy – When you attend a group session, you must be in a room alone. If others are in the home, please be in a different room and wear headphones to protect the privacy of other group session clients.

Personal Details – Please ensure that you show at least your first name and last initial on your zoom and ensure your camera is on when you enter the group so that we can identify you. Please ensure you aren't displaying any personal contact details (last name, email or phone number) as your Zoom name.

Recordings – HH Group Session Members are strictly prohibited from recording group sessions for any reason. Recording sessions will result in immediate termination of access to HH group sessions, without refund of any fees paid to date. Any session recordings by SDGE will only be used internally for HH Coach training purposes to ensure we maintain our high standard of coaching.

Time awareness – Be mindful of time. Everyone who wishes to share deserves equal opportunity to speak and get feedback.

Confidentiality – We ask that clients also keep the names of group session clients confidential, although we can't guarantee that clients will keep confidentiality. SDGE will not share your contact information with anyone or facilitate you sharing your contact information with anyone.

Content – Unless where otherwise specified or clearly recognisable, all content available on HH Online Group Sessions is owned or provided by the Owner or its licensors. The Owner undertakes to ensure that the content provided during the HH Online Group sessions infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result. Users are kindly asked where possible to report related complaints using the contact details provided in this document.

## **Online Group Sessions**

- Session duration is one hour
- Sessions take place over zoom meeting
- You can attend as many sessions as you choose each week
- We have a variety of times to suit all global time zones
- Everyone is welcome to attend

## **Free Trial**

If you sign up on a free trial, you will have unlimited access to all sessions that week.

There is one free trial permitted per person.

Your free trial will begin from the date of the first meeting you attend.

## **How the Payment Works**

Heartbreak to Happiness Online Support Group (HH) sessions are paid on a subscription basis, either weekly, monthly, or quarterly and the fee will be automatically deducted according to your subscription type. You will be charged using a third party payment method and SDGE is not responsible for any unauthorised access or security breaches the third-party processor may experience.

All HH sessions are usually paid upfront and in advance unless otherwise agreed. In the event of any late payments, we reserve the right to charge a late fee of £35.

### **Automatic renewal**

Subscriptions are automatically renewed through the payment method, unless the User cancels the subscription within the deadlines for termination specified in the relevant section of these terms (refunds and cancellation terms).

The renewed subscription will last for a period equal to the original term.

### **Refunds & Cancellation**

Having access to the HH group sessions means that you will be charged your subscription fee until you cancel through by emailing us at [marina@saradavison.com](mailto:marina@saradavison.com). For that reason, if you don't attend group sessions your subscription will remain active, so you have access to the group sessions if/when you need them.

You can cancel your access to HH group sessions at any time although the first payment and any fees thereafter are non-refundable. If you don't want to be charged again, please make sure you cancel your access to HH a minimum of 48 hours before the next payment is taken. When you sign up to a subscription to gain access to HH Group Sessions, you give consent for SDGE to charge your debit or credit account.

If you wish to cancel your subscription with us please send us a clear and unambiguous termination notice to the Owner using the contact details provided in this document.

### **Termination**

Without limiting any of our other rights, we may suspend the supply or delivery of the services to you, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 5 days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment.
- (c) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

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

## **Representations of Client**

HH group sessions are not a substitute for licensed mental health care. As a client, you understand that in order to receive a diagnosis or treatment plan, you need to visit a licensed mental health professional. You agree to not seek any diagnosis from HH/SDGE. We cannot treat or prevent a mental illness, whether in-person or remotely, including:

(a) conducting a professional evaluation of an individual's condition of mental health, mental illness, or emotional disorder consistent with standards generally recognised in the professions of mental health therapy.

(b) establishing a diagnosis in accordance with established written standards generally recognised in the professions of mental health therapy.

(c) prescribing a plan for the prevention or treatment of a condition of mental illness or emotional disorder.

(d) engaging in the conduct of professional intervention, including psychotherapy by the application of established methods and procedures generally recognised in the professions of mental health therapy.

You agree to not look to or rely upon HH/SDGE for any of the above listed services. You understand and agree that HH/SDGE is not providing mental health services and you are fully responsible for your physical and emotional well-being during a HH/SDGE session and choices made during and thereafter. Always speak to your GP for any medical advice.

Similarly, the aim of HH group sessions is to provide Breakup and Divorce coaching and support. Physical violence, sexual violence and other crimes are outside the scope of HH group sessions. Thus, victims of physical or sexual abuse or clients who have knowledge of a crime should contact their local domestic abuse charity and/or local authorities.

If we have any concerns in relation to your health and well-being, we reserve the right to contact your family or emergency contacts and services. For example, the police and local hospitals.

HH groups sessions do not provide legal or financial advice. As a client, you understand that in order to receive legal or financial advice you need to visit a legal or financial professional. You agree not to seek any legal or financial advice from HH/SDGE.

You agree to not look to or rely upon HH/SDGE for any legal or financial services. You understand and agree that HH/SDGE is not providing these services and you are fully responsible for your legal and financial situation and choices made during and thereafter.

## **Release**

By using the HH/SDGE service you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available at HH/SDGE through our services. You agree

to use judgement and conduct due diligence before taking any action or implementing any plan or action suggested or recommended.

You agree that SDGE has not made any guarantees about the results of utilising our services. You recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of SDGE.

You hereby release, waive, and forever discharge SDGE, its owners, contractors, agents, successors, assigns and Coaches from every claim for damages you may now have as well as those you may yet acquire arising out of actions or omissions of a SDGE representative to the full extent permitted by law. You further declare and represent that you are competent to enter this Agreement and do so of your own free will. You further declare that no promise, inducement or agreement not herein expressed has been made to you to enter into this release. The release made pursuant to this paragraph shall bind your heirs, executors, personal representatives, successors, assigns, and agents. If you breach any of the terms of this Agreement in any way, you agree to be responsible for paying all damages incurred by SDGE, including, but not limited to any expenses, and lawyers' fees regardless of whether litigation is required. This paragraph will survive any conclusion or termination of this Agreement.

You understand that HH coaches will not provide testimony unless legally compelled by a judge's order. If a Coach is required to testify, they are ethically bound not to give opinions. Coaches will not make recommendations about the decisions before the court.

You agree that you will not contract with or receive coaching services from any HH Coach outside of the HH/SDGE structure or hire or pay any HH Coach directly. You will immediately notify SDGE of any suggestion by a HH coach that you hire that coach outside of HH/SDGE. You agree that any referral made by HH/SDGE for other professional services is in no way intended to be an endorsement of that service provider by HH/SDGE. You agree and acknowledge the importance of personally evaluating the qualifications of all service providers and agree it is your individual decision to make regarding which service provider(s) to use. This paragraph will survive any conclusion or termination of this Agreement.

### **Events Outside of our Control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control .

If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the

Event Outside Our Control affects our delivery of services to you, we will arrange a new date with you after the Event Outside Our Control is over.

You may cancel the Contract affected by an Event Outside Our Control [which has continued for more than [30] days]. To cancel please contact us.

### **Service reselling or duplication**

Users are not permitted to reproduce, duplicate, copy, sell, resell or exploit any service provided by SDGE without the Owner's written permission.

### **Privacy Policy**

To learn more about the use of their Personal Data, Users may refer to the privacy policy of SDGE.

### **Intellectual Property Rights**

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to SDGE are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks, nominal or figurative – and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with SDGE are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

### **Changes to these Terms**

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User for the future.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service. Failure to accept the revised Terms, may entitle either party to terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If required by applicable law, the Owner will specify the date by which the modified Terms will enter into force.

### **Non-Disparagement**

Client agrees that it will not at any time make, publish or communicate to any person or entity or post on any public forum a defamatory or disparaging remark, comment or statement concerning HH/SDGE or any of its directors, Coaches, team members, contractors, employees, agents, or clients. Doing so may result in immediate termination of Client's services and blocking Client access to the HH groups and may result in legal action.

This is important because SDGE will not disclose the identity of clients, and therefore cannot respond to or refute such disparagement publicly without revealing confidential information about the client. Similarly, SDGE agrees to not make any public statements on any forum about a client's participation in the program in any capacity, including refuting untrue statements or claims made against HH/SDGE.

You agree to SDGE using any written and video testimonials for marketing purposes

## **Confidentiality**

By scheduling a session and clicking on "I agree to the terms and conditions" you agree to be added to the SDGE email list and to receive communications from SDGE. We treat your information confidentially and it will not share or sell any of your personal information with or to third parties.

Although we have an SSL Certificate which ensures SDGE provides secure, encrypted communications between a website and an internet browser, SDGE cannot guarantee the privacy of its users from hackers.

## **Complaints**

You have several options for resolving complaints with us. Our customer service team will do their best to resolve any problems you have with us or our services. Please send any complaints to: [marina@saradavison.com](mailto:marina@saradavison.com). SDGE will process the complaint without undue delay and within 21 days of receiving it.

## **Liability and indemnification**

### **EU Users**

#### **Indemnification**

The User/client agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand – including but not limited to lawyer's fees and costs – made by any third party due to or in relation with any culpable use of or connection to the Service, violation of these Terms, infringement of any third-party rights or statutory provision by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

#### **Limitation of liability**

Unless otherwise explicitly stated and without prejudice to applicable statutory product liability provisions, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

## **Australian Users**

### **Limitation of liability**

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar State and Territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms of Use, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

## **US Users**

### **Disclaimer of Warranties**

Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties – whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, coaching for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by user from owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at users own risk and users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible, or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service. Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

## **Limitations of liability**

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorised access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorised access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party. In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the company has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to users. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

## **Indemnification**

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's wilful misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

### **Entire Agreement**

This Agreement contains the entire agreement between SDGE and Client but not the entire agreement between HH/SDGE and one of its coaches. It is non-assignable without the written consent of the other party. You agree that you have no agreement with any owner, agent or Coach affiliate of SDGE in his or her individual capacity. If any provision of this Agreement is invalid or unenforceable the remainder of the Agreement shall not be affected. All modifications to this Agreement must be in writing and signed by SDGE and Client. This contract will be governed by and construed in accordance with the laws of the United Kingdom and shall be subject to the non-exclusive jurisdiction of the court of Great Britain.