

**AGREEMENT BETWEEN YOU AND SARA DAVISON GLOBAL ENTERPRISES LIMITED  
("SDGE") INCLUDING TERMS AND CONDITIONS OF BUSINESS OF SDGE,  
PLUS TERMS AND CONDITIONS OF USE OF SDGE'S WEBSITE**

**RECITALS - PLEASE NOTE THE FOLLOWING:-**

(A) BY PLACING YOUR ORDER (AND THUS PAYING) ON THIS KAJABI HOSTING PLATFORM (your order constituting a "Purchase") YOU ARE ENTERING INTO A FORMAL CONTRACT ("Contract") WITH SARA DAVISON GLOBAL ENTERPRISES LIMITED (as more fully described below) AND YOU ARE ACCEPTING THE FOLLOWING TERMS AND CONDITIONS ("Ts&Cs") RELEVANT TO YOUR PURCHASE.

(B) **TOGETHER**, the Contract and the Ts&Cs constitute AN AGREEMENT ("Agreement") for the provision of a SDGE's service ("Service", or "Services" in the plural) each Service comprising the subject matter of a Purchase.

(C) These Recitals form part of the Agreement.

(D) THE DATE of the Agreement is the same as the date of your Purchase and the PARTIES to the Agreement are:

(1) **SARA DAVISON GLOBAL ENTERPRISES LIMITED**, a limited company, having its registered office at Clay Barn, Ipsley Court, Berrington Close, Redditch, B98 0TD, United Kingdom, registered under company registration number 8599385 ("**SDGE**", or "**We**");

and

(2) **YOU**, having the name and address as stated by you on the checkout page of the said Kajabi hosting platform (and in this Agreement you may be referred to as "**Client**", or "**You**", or "**Delegate**").

**THEREFORE, THE PARTIES NOW AGREE AS FOLLOWS:-**

**INTRODUCTION TO SDGE'S AGREEMENT**

**1. DESCRIPTION OF SERVICES.**

**AS REQUIRED BY YOUR SPECIFIED PURCHASE, SDGE will supply Client with the following requested Service or Services:-**

Free-of-charge access to:

(a) "**WEBSITE**": meaning the SDGE website at [www.saradavison.com](http://www.saradavison.com) ("Website");

and

Paid access to **whichever** of the following Services Client wishes to order (**Client to specify, in writing**) the **COST** of each such Service being referred to below in section 4 of this **DESCRIPTON OF SERVICES**:

(b) "**COACHING**": meaning the divorce coaching sessions of SDGE (only online at present due to the pandemic, but will also be in person at a later, safe date);

(c) "**RETREAT**": meaning the sessions of break-up recovery retreats organised and presented by SDGE (only online at present due to the pandemic, but will also be in person at a later, safe date);

(d) "**PRACTITIONER ACCREDITATION**": as detailed below in Schedule C to this Agreement, SDGE provides to Clients the Sara Davison Break-Up and Divorce Coaching Practitioner Accreditation Programme. This Service is **online only**, being provided via: (i) a combination of online videos ("Online Videos") and live webinars within a Facebook ("FB") support group; and (ii) an online workbook.

In addition, **Private Coaching for Practitioners** is available (see Schedule C, article 1.6) - though this Service is provided only online at present due to the pandemic, though it may in person at a later, safe date); and

(e) "**ONLINE VIDEOS**": meaning SDGE's videos which are available **to be viewed online, only**; and

(f) "**ONLINE ACCOMPANYING MATERIAL**": meaning the manual ("**Manual**") to accompany the Online Videos; you may download the Manual to your computer; in compliance with the E-Commerce Regulations, the price of the Manual will be shown on the Website, stating that taxes (as appropriate) will be included, but that delivery cost (i.e. any cost you incur to download the Manual to your computer) will not be included.

(g) "**HEARTBREAK TO HAPPINESS VIRTUAL RETREAT**": SDGE provides to Delegates its **online** programme titled: "**Heartbreak To Happiness Virtual Retreat**". This Service is **detailed below in Schedule E** to this Agreement.

(h) "**THE SPLIT – BREAKUP TO BREAKTHROUGH IN 30 DAYS OR LESS**": This very useful book was written by Sara Davison, Managing Director of SDGE. This Service consists of an **online** version of the book, which purchasers will receive in instalments, by daily email, over a period of 30 days.

(i) "**COACH SKILLS WORKSHOP**": **This Service comprises a series of 4 (four) live zoom webinars with Sara Davison, plus a workbook.**

(j) "**HOW TO GROW A SUCCESSFUL COACHING BUSINESS IN 90 DAYS**": Please note that this is a **business coaching programme of webinars run by Janice and Brian Muldoon**. The content of the programme was created by Janice and Brian together with Sara Davison, the Managing Director of SDGE, as joint authors. From time to time, Sara, may (as she deems appropriate) join in on the training webinars. As a matter of practical convenience, SDGE will receive the participants' payments on behalf of Janice and Brian,

by arrangement with them. Participant's payment is to be made via the Kajabi Hosting Platform (as referred to in Recital A, at the beginning of this Agreement). SDGE's responsibility as regards the programme relates only to taking the payment and to Sara' active participation (if any) in the training webinars.

(k) **"HOW TO DIVORCE AN ABUSIVE PARTNER AND RECOVER FROM A TOXIC RELATIONSHIP VIRTUAL RETREAT"**: SDGE provides to Delegates its **online** programme titled: "How to Divorce an Abusive Partner and Recover From a Toxic Relationship **Virtual Retreat**". This Service is **detailed below in Schedule E** to this Agreement.

## **2. SDGE'S TERMS & CONDITIONS OF BUSINESS, PLUS OTHER GOVERNING DOCUMENTS**

(i) It is understood and accepted that the contract constituted by this Agreement shall be governed also by and shall be subject to what is stated in SDGE's **Ts&Cs** as specified below in sub-clause 3 of this Introduction to SDGE's Agreement.

(ii) The Agreement shall also be governed by and subject to what is stated in SDGE's Privacy Policy, Cookie Policy and other Legal Notices, links to all of which appear at the bottom of the SDGE website's pages.

(iii) For the avoidance of doubt, all orders, whether present or future, for any Service placed by Client shall be subject to what is stated in the total Agreement, including the relevant sets of Ts&Cs and the Privacy Policy and other Legal Notices referred to in this clause 2.

## **3. APPLICABILITY OF Ts&Cs:**

(i) SDGE's Ts&Cs relate to **various aspects** of the business of SDGE including (by way of example, but not necessarily exclusively) divorce, life skills, break-ups, motivation, etc. ("Business").

(ii) In the case of each **Client** of SDGE, the Business is transacted in relation to one or more Business areas, including (but not necessarily limited to): the **Website, Coaching and Retreats**.

(iii) **ALL CLIENTS AND ALL USERS OF SDGE'S WEBSITE ARE SUBJECT TO SDGE'S GENERAL TS&CS ENTITLED: "GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL ASPECTS OF THE BUSINESS AND TO THE WEBSITE"**.

(iv) **IN ADDITION TO THE GENERAL TS&CSs, CLIENTS WILL BE SUBJECT TO ONE OR MORE OF:**

(a) the **COACHING** Ts&Cs; and / or

(b) the **RETREAT** Ts&Cs; and / or

(c) the **PRACTITIONER ACCREDITATION** Ts&Cs;

depending upon the specific Service or Services You wish to purchase from SDGE.

(v) The details of the respective Ts&Cs referred to above in clause 2 (iv) are shown below, after the General Ts&Cs, as Schedule A, Schedule B and Schedule C, being:

**Schedule A – Terms And Conditions Relating Specifically To: (a) To Divorce Coaching and (b) the Coach Skills Workshop;**

**Schedule B - Terms And Conditions Relating Specifically To: (a) Break-up Recovery Retreat and (b) the "Heartbreak To Happiness Virtual Retreat"; and (c) How to Divorce an Abusive Partner and Recover From a Toxic Relationship Virtual Retreat"; and**

**Schedule C – Terms and Conditions Relating Specifically To Practitioner Accreditation.**

(vi) Where SDGE's Client is a "**consumer**" (as defined and described under the current consumer rules and regulations) it is a requirement that We set out in writing to such Clients a "durable" confirmation of information regarding our proposed relationship - and the relevant Ts&Cs are intended to serve as such a durable confirmation; where the Client is not a "consumer", but instead is a "Business" (as defined and described under the current consumer rules and regulations) then the relevant Ts&Cs will apply minus the consumer elements.

(vii) If there is any conflict between what is stated in the General Ts&Cs and in the Ts&Cs provided in Schedule A, Schedule B and Schedule C, then the text of the General Ts&Cs will prevail; what is stated above in this clause 3 (vii) is subject always to: (a) conformity with statute or other regulation; and (b) no requirement that a business Client is regulated by the consumer rules and regulations regarding termination, rebate, etc.

## **4. COST AND PAYMENT.**

(i) The cost for the required Service or Services ordered by Client under the Agreement will be detailed by way of the tariffs provided by SDGE on its Website.

(ii) VAT, as applicable, will be added.

(iii) Payment of the total sum due to SDGE for supply of the required Service or Services shall be made in accordance with the relevant Ts&Cs.

## **5. ELECTRONIC ACCEPTANCE.**

(i) **THIS AGREEMENT, INCLUDING THE DOCUMENTS REFERRED TO ABOVE IN CLAUSE 2, SHALL ALL BE DEEMED TO BE DULY ACCEPTED BY CLIENT IF CLIENT CLICKS THE "ACCEPT" BUTTON WHICH IS LOCATED AT THE END OF THE LAST PAGE OF THIS WHOLE DOCUMENT. CLIENT MUST ALSO TICK THE BOX AT KAJABI'S CHECKOUT PAGE TO CONFIRM THAT THEY ACCEPT KAJABI'S TERMS AND CONFDITIONS.**

(ii) For the avoidance of doubt, in the absence of either such Client acceptance, the order cannot proceed.

(iii) If any of these documents and / or the Website contains an element to which you are unwilling to give your agreement, you must immediately cease to use the Website and / or other Services SDGE offers.

CLIENT AGREES THAT HE / SHE HAS READ AND UNDERSTOOD ALL THESE DOCUMENTS (OR HAS HAD THE OPPORTUNITY SO TO DO) AND CONSEQUENTLY AGREES TO BE BOUND BY THEM FOR EACH PURCHASE.

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## **INTRODUCTION TO SDGE'S TERMS AND CONDITIONS OF BUSINESS AND USE OF SDGE'S WEBSITE**

### **A. LEGAL FRAMEWORK:**

- (1) **THIS LEGAL NOTICE SPECIFIES THE TERMS AND CONDITIONS OF BUSINESS OF SDGE AND GOVERNS THE USE OF SDGE'S WEBSITE.**
- (2) Clients should note that these Ts&Cs form part of the Agreement that SDGE makes with its clients.
- (3) These Ts&Cs apply also to the use of SDGE's Website ([www.saradavison.com](http://www.saradavison.com)) even if the user is (by way of illustration, but not necessarily solely) simply browsing the Website.
- (4) **In all cases**, in the event that the Website and / or these Ts&Cs contain any element to which the user (whether a prospective Client, a Client, or otherwise) is unwilling to give their agreement, the user must immediately cease to use the Website and / or the other services that SDGE offers.

### **B. APPLICABILITY OF Ts&Cs:**

- (1) These Ts&Cs relate to **VARIOUS ASPECTS** of the business of SDGE relating to divorce ("Business").
- (2) **All Clients / users are subject to and deemed to be bound by** the General Ts&Cs below entitled: **"General Terms and Conditions Applicable to All Aspects Of The Business And To The Website"**.
- (3) **Clients** (only) will **also** be subject to either / both of **the further Ts&Cs**, below, for their **specific Business**, as described in their specific Agreement:  
**Schedule A – Terms And Conditions Relating Specifically To: (a) To Divorce Coaching and (b) the Coach Skills Workshop;**  
**Schedule B - Terms And Conditions Relating Specifically To: (a) Break-up Recovery Retreat and**  
**Schedule C – Terms and Conditions Relating Specifically To Practitioner Accreditation.**  
**Schedule D – Terms and Conditions Relating Specifically to Practitioner Accreditation license agreement**  
**Schedule E – Terms and Conditions Relating Specifically to the "Heartbreak To Happiness Virtual Retreat" and How to Divorce an Abusive Partner and Recover From a Toxic Relationship Virtual Retreat"**  
**Schedule F – Terms and Conditions Relating Specifically to Master Practitioner Accreditation**

### **C. FURTHER LEGAL NOTICES:**

- (1) Please also read SDGE's **Legal Notices** and **Privacy Policy** (links at the bottom of these Ts&Cs) which also form part of and regulate the use of the Ts&Cs.
- (2) The **Website's Cookie Policy** (see the link at the bottom of these Ts&Cs) shows the benefits of allowing SDGE to use cookies. Clients / users may opt out of allowing SDGE cookie use, but by registering with SDGE, or by continuing to use the Website, Client / user is deemed to agree to SDGE's cookie use. All data collected by SDGE is anonymous.

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## **GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL ASPECTS OF THE BUSINESS AND TO THE SDGE WEBSITE ("WEBSITE")**

**THESE GENERAL TERMS AND CONDITIONS SHOULD BE READ CAREFULLY BY ALL CLIENTS INTENDING TO PURCHASE SERVICES FROM SDGE, AS WELL AS BY ALL CLIENTS AND OTHER USERS OF THE WEBSITE.**

**(N.B.: A Client intending to receive Divorce Coaching and / or to be an Attendee at a Break-Up Recovery Retreat and / or to be a Participant in the Practitioner Accreditation Programme, needs to read also one or more of Schedule A, Schedule B, Schedule C and / or Schedule E depending on which of SDGE's Services they wish to use. It is the intention of SDGE to continue to provide additional Services (i.e. beyond those specified in clause 1 of the Introduction to SGDE's Agreement at the**

beginning of this document) such additional Services may be covered by these General Terms plus one or more of Schedule A, Schedule B, Schedule C and / or Schedule E; but in the event that these additional Services are not so covered or not fully covered, then additional Ts&Cs would be required for them, which may be augmented by means of an appropriate exchange of emails. )

## Definitions

The following words shall have the followings meaning in these Ts&Cs:

- 1.1 "Agreement" means the Agreement, together with these Ts&Cs and the other notices referred to at the end of Schedule C;
- 1.2 "Client(s)" means any or all valid registered Clients of our Services;
- 1.3 "Intellectual Property" means all intellectual property, or "IP", owned by SDGE and used in relation to the Services, which IP shall include, at least: current and past client lists, all copyright and related rights, trade marks, service marks, trade business and domain names, website, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights (in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights) and all similar or equivalent rights or forms of protection in any part of the world; in the Agreement, Intellectual Property rights may be referred to as 'Intellectual Property Rights'.
- 1.4 "Paid Services" means all Services accessible, at rates quoted, by this site to Clients;
- 1.5 "Service(s)" means any or all of the Services made available to Client by SDGE including SDGE's Website, Reports or any other Service that SDGE may offer from time to time;
- 1.6 "Coach" means, specifically within the context of divorce coaching, the SDGE personnel member who will act as Client's coach under an agreement for this service;
- 1.7 "Course Provider" means, in relation to the Break-Up Recovery Retreat Service, SDGE;
- 1.8 "Attendee" means, in relation to the Break-Up Recovery Retreat Service, any individual booked into a Retreat;
- 1.9 The words 'us', 'we', 'our' means all brands owned and operated by SDGE for the purposes of this Agreement; and
- 1.10 Words importing one gender shall be construed as importing any other gender.
- 1.11 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.12 The words "include" and "including" are deemed to be followed by the words "without limitation".
- 1.13 The clause and article headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.
- 1.14 The Introduction and the Schedule or Schedules (as each case requires) form part of these Ts&Cs.

## 2. Eligibility of Clients

- 2.1 To be Client of SDGE's Website and / or Report(s) Client must be 18 (eighteen) years of age, or older.
- 2.2 Clients must not have been convicted of any offence, nor must they be subject to any court order, relating to sexual misconduct, harassment, violence or any form of physical or mental assault or abuse.
- 2.3 Any breach of this clause 2 may result in a termination of this Agreement, at the sole discretion of SDGE.

## 3. Personal privacy and protection of Client data and Confidentiality

- 3.1 SDGE maintains the strictest standards regarding protection of privacy and of personal information; confidential information will only be divulged if required by law; personal information which is in the public domain would not be classed as "confidential", but it would still be our policy to safeguard such data.
- 3.2 SDGE is registered with the UK Information Commissioner, under number ZA139770.
- 3.3 SDGE's [Privacy Policy](#) provides details on how we store and use the data, which Client has given us.
- 3.4 SDGE advises Client most strongly not to transmit confidential information, including personal data (bank account details, etc) by email as this is an unsafe transmission mechanism.

## 4. Use of SDGE's Website, Reports and other Services by Clients

- 4.1 Where Client is provided with a password and / or any other data that identifies Client, this is on the understanding that such a password is confidential and may not be divulged to a third party.
- 4.2 Client wishing to access the Services understands that Client will (depending upon the particular Service) require to have a computer and / or a smartphone and Client will be responsible for all costs associated with these devices as regards the use by Client of the Services.
- 4.3 SDGE reserves the sole right to alter this Agreement from time to time and the following shall apply:
  - 4.3.1 SDGE will inform Client at to the nature of any such alterations by their being posted on the Website.
  - 4.3.2 The alterations shall become effective 30 (thirty) days after their being posted on the Website.
  - 4.3.3 If Client then continues to use the Services, then Client shall be deemed to have accepted the alterations.

- 4.3.4 If Client has registered with SDGE after any alterations have been posted by SDGE on the Website, these alterations shall apply with immediate effect because Client will have accepted them when Client's account was opened.
- 4.4 Clients must agree and accept that SDGE cannot provide legal, financial, or other professional advice.
- 4.5 Following receipt of a Report or of any other information provided in the SDGE Services, the onus remains on Client to make decisions as to their own future action.

## 5. **Client's Security**

- 5.1 Client is responsible for acts or omissions made by any third parties using Client's identification data or Client's account, whether or not such use is fraudulent; Clients agree to indemnify SDGE against any claims which may result from such acts or omissions.
- 5.2 For the avoidance of doubt; SDGE shall not be liable if Client's identity is misused by others.

## 6. **Client's Obligations**

- In relation to the Services, Clients agree that they will refrain from the following:
- 6.1 breaching any relevant law, or code of conduct, or regulation;
- 6.2 commenting upon, or broadcasting, or publishing in any form, whatsoever and wheresoever, any Client content or any other content that infringes the rights of others, or that may reasonably be considered defamatory, injurious, obscene, offensive, violent, or may incite violence, or may be ageist, racist, or sexist;
- 6.3 making any comment (written or verbal) that may run contrary to: (a) any of SDGE's standards (as shown in SDGE's Legal Notices and / or Privacy Policy and / or the Website and / or in these Ts&Cs) which are in force from time to time, or (b) the standards and norms which are considered acceptable within the European Community and North America.

## 7. **Payment Terms**

The prices and the terms of payment for SDGE's Paid Services are shown on the Website.

## 8. **Termination and Refunds:**

**PLEASE NOTE:** Due to statutory regulations, a Purchase involves different situations (e.g. "distance selling") regarding **TERMINATION**, which situations require different timescales. In addition, as referred to above, there is a statutory difference between the rights of a "**consumer**" and a "**business**". What is stated in these General Ts&Cs regarding termination will apply to consumer clients of SDGE; the position of business clients regarding termination is regulated by what is stated in the Ts&Cs for a business-to-business relationship, such as in the Practitioner Accreditation Programme (see Schedule C).

### **( I ) Regarding TERMINATION (CANCELLATION) the following will apply to CONSUMER Clients:**

- 8.1 Due to the different situations referred to in the immediately preceding clause, the following will apply to consumer clients of SDGE, as regards termination (cancellation):
- 8.1.1 It is anticipated that in most cases the Agreement between Client and SDGE will **not** be agreed at a physical meeting between the Parties and **not** agreed in the premises of SDGE, in which case, Client may terminate their Service or Services with SDGE, by using one of the procedures shown below in clause 8.1.2 or 8.1.3 of this clause 8.1 (the procedure used being that which is relevant to the Client's situation).
- 8.1.2: **IF the 14-day "cooling-off" period** (i.e. 14 calendar days after the day on which the parties entered into the Agreement, which period allows consumers to change their mind) **has ALREADY elapsed**, written notice of **at least 48 (forty-eight) hours** must be sent either:
- (a) by email by Client, clearly giving termination notice in the appropriate form (an example of which is shown in clause 9.2 of these General Ts&Cs); or
  - (b) by use of the part of the Website designed for such a purpose, Client may effect such termination by requesting that their account be closed.
- Client's request for termination in terms of this clause 8.1.2 of this clause 8 shall be effective as of either of the following: (i) 48 (forty-eight) hours of transmitting the request, or (ii) the date of termination specified in the request, whichever is the later.
- 8.1.3 **IF the 14-day "cooling-off" period** (i.e. 14 calendar days after the day on which the parties entered into the Agreement, which period allows consumers to change their mind) **has NOT elapsed**, then Client may terminate **immediately**, by sending written notice either:
- (a) by email by Client, clearly giving termination notice in the appropriate form (an example of which is shown in clause 9.2 of these General Ts&Cs); or
  - (b) by use of the part of the Website designed for such a purpose, Client may effect such termination by requesting that their account be closed;

Client's request for termination in terms of this clause 8.1.3 of this clause 8 shall be effective as of either of the following: (i) immediately upon transmission of the request, or (ii) the date of termination specified in the request, whichever is the later.

- 8.2 SDGE reserves the right to close Client's account (without impacting on the other provisions of the Agreement), in the event that Client commits a breach, termination to become effective 5 (five) days after SDGE has emailed Client with a request that Client complies with these Ts&Cs, but Client has not so complied.
- 8.3 Termination by SDGE shall not prejudice SDGE's right to damages that SDGE could claim from Client in the event that SDGE suffers harm as a result of Client's breach.
- 8.4 In the event of a termination, SDGE will inform Client by email and all Client's data will be deleted upon Client's written request, or as prescribed by law.
- 8.5 This clause 8 does not apply to reimbursement, when Client's right to cancel an order under clause 9, below is relevant and exercised.

**( II ) Regarding REFUNDS, the following will apply to CONSUMER Clients:**

**PLEASE NOTE:** Due to statutory regulations, a Purchase involves different situations (e.g. "distance selling") regarding **REFUNDS**, which situations require different timescales. In addition, as referred to above, there is a statutory difference between the rights of a "**consumer**" and a "**business**". What is stated in these General Ts&Cs regarding refunds will apply to consumer clients of SDGE; the position of business clients regarding refunds is regulated by what is stated in the Ts&Cs for a business-to-business relationship, such as in the Practitioner Accreditation Programme (see Schedule C).

- 8.6 It is anticipated that in most cases the Agreement between Client and SDGE will **not** be agreed at a physical meeting between the Parties and **not** agreed in the premises of SDGE; therefore, what is stated below in this clause 8 regarding refunds will apply in the event of:
- (i) full termination of the Agreement; and
  - (ii) mere cancellation of an appointment for a specific Service or Services (i.e. without full termination of the Agreement itself being desired by either party).
- 8.7 If **Client terminates** the Service or Services, SDGE would refund to Client any pre-paid fees for a scheduled appointment, provided always that Client has given proper notice in accordance with what is stated above in this clause 8 regarding termination (depending upon whether or not the 14-day "cooling-off" period applies to the particular Client).
- 8.8 If **Client cancels** a particular, scheduled appointment, SDGE would refund to Client any pre-paid fees, provided always that Client has given SDGE 48 hours' notice in writing (depending upon whether or not the 14-day "cooling-off" period applies to the particular Client).
- 8.9 Where **SDGE terminates or cancels** either the Service or Services or a particular scheduled appointment, SDGE will refund to Client any pre-paid fees, subject to certain possible exceptions as in the case of a Break-up Recovery Retreat (Schedule B) when certain exclusions may apply, at the discretion of SDGE.
- 8.10 If SDGE has not had a consultation with Client and Client has paid SDGE's fee, but Client wishes to withdraw within 14 (fourteen) days of the signature of SDGE's Agreement, then Client will receive a full refund.
- 8.11 If SDGE has not had a consultation with Client and Client has paid SDGE's fee, but Client wishes to withdraw after 14 (fourteen) days of the signature of SDGE's Agreement, then Client may receive a full or partial refund, though this would be entirely at the sole, unfettered discretion of SDGE who will review the matter on an individual basis, in the light of the particular circumstances and SDGE may also require a medical certificate in the cases of illness.
- 8.12 In respect of Online Accompanying Material, once a download of the Manual has commenced, no refund of the price to Client will be made, unless permitted by SDGE elsewhere in this Agreement.
- 8.13 If a consultation with SDGE has already taken place, there will be no refund to Client.
- 8.14 Without prejudice to Client's statutory rights, SDGE would appreciate the courtesy of least 48 (forty-eight) hours' notice of cancellation of a specific Service appointment before the time agreed for it.
- 8.15 As regards **administration charges**, in the event that certain types of Service have been booked and paid for (by way of example, but not necessarily exclusively) a Retreat, the booking can be changed or cancelled, but only by the Client's sending to SDGE at least 30 (thirty) days' notice in writing prior to the start of the Retreat session; an administration charge of £75.00 (seventy-five Pounds Sterling) will be made in the event of such a change or cancellation.
- 8.16 In addition to the provisions for refunds in these General Ts&Cs, Clients may be subject also to **additional provisions regarding refunds** stated in SDGE's further, specific Ts&Cs for a particular Service or Services such as (by way of example, but not necessarily exclusively) Divorce Coaching (Schedule A) and Break-up Recovery Retreat (Schedule B).
- 8.17 What is stated above in this clause 8 is subject to what is stated below in clause 9 of these General Ts&Cs regarding EU Clients.

- 8.18 In terms of the E-Commerce Regulations, SDGE requires Client to agree explicitly to what is stated above in this clause 8 and Client can demonstrate such agreement by signing the Ts&Cs at the end of this document (as set out in the General Ts&Cs, clause 17, covering "Electronic Signatures").

**( III ) Right of a CONSUMER CLIENT RESIDING ANYWHERE IN THE EU to CANCEL and be REFUNDED:**

**SUBJECT TO WHAT IS STATED BELOW IN THIS CLAUSE 8, SECTION ( III ), THIS CLAUSE WILL APPLY TO A CLIENT WHO:**

- (a) **resides anywhere in the European Union ("EU"); and who also**  
(b) is a "consumer" (as above defined);  
and in relation to all such Consumer Clients residing anywhere in the EU, the following specific terms and conditions shall apply.

- 8.19 Relevant Client has the right to cancel their Agreement for the Services within the cancellation period being the period ending 14 (fourteen) calendar days after the day on which the parties entered into the Agreement ("Cancellation Period").
- 8.20 Cancellation by relevant Client must be made clearly to SDGE; this can be done by emailing SDGE at [sara@saradavison.com](mailto:sara@saradavison.com) - stating as follows: **"I [NAME] wish to exercise my right under the UK's Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013 to terminate our Agreement entered into on [DATE]."**  
(N.B.: You may use this proposed form if you wish, but you do not have to use this exact wording, provided you make a clear statement of cancellation.)
- 8.21 Where Client cancels under this clause 8 section C provision, SDGE will reimburse Client for any payments received from Client; any reimbursement under this clause 9 shall be made to Client by the same means of payment Client used to make the payment.
- 8.22 Without prejudice to the generality of what is stated above in this clause 8 section C, Client understands and agrees that digital content cannot be made available to Client during the Cancellation Period unless Client has given their express consent to and has acknowledged waiver of their right to cancel under the Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013. **By clicking "Accept" at the end of the Ts&Cs, Client demonstrates their agreement to such waiver and accepts that such agreement constitutes Client's express consent to and acknowledgment of waiver of their right so to cancel.** Strictly on that agreement and understanding, SDGE can provide the Services within the Cancellation Period.

**9. Regarding TERMINATION and REFUNDS, the following will apply to BUSINESS Clients:**

- 9.1 **The consumer rules and regulations do not apply to business Clients** (e.g. Clients wishing to purchase the Sara Davison Break-Up and Divorce Coaching Practitioner Accreditation Programme); **nevertheless, SDGE will extend the same cancellation and refund rights to business Clients** as to consumer Clients, **subject to** what is stated below in sub-clause 9.2.
- 9.2 SDGE is extending to business Clients the consumer cancellation and refund rights ("**Business Extension**", as an indication of SDGE's good faith regarding **all** its Clients and as a sign of SDGE's faith in its Products; however, in the (unlikely) event of a business Client's breach of any of the Ts&Cs, SDGE reserves the right to retract, at its sole discretion, the Business Extension.

**10. Intellectual Property**

**10.1 The following applies GENERALLY to SDGE's Intellectual Property:-**

11. 10.1.1 SDGE is the exclusive owner of all our copyrights, logos, advertising materials, databases and all other items of our IP including our IP's contents and formats which are protected by the laws of England governing copyright and database rights, as may be amended / augmented from time to time. Any person permitted by SDGE to use any part or parts of the IP of SDGE may only do so as a licensee ("Licensee") under the terms and conditions of the Licence titled "For Use of SDGE's Intellectual Property Rights" (the "Licence") provided below in Article 15 in Schedule C to this Agreement; by signing this Agreement, Licensee agrees to be bound by the Licence; it is a strict condition that Licensee may not sub-license to third parties any of the IP of SDGE.
- 10.1.2 For the avoidance of doubt, our IP's contents and formats include (but are not necessarily limited to) the following: our trademarked company name, our trademarked logos, our trademarked product names, our photos (whether of our products, or of other subjects), our data, all items of content we have created (whether accessible in the Website, or otherwise) and all the formats we have created in the Website, or in any other fixed media.
- 10.1.3 It should be noted particularly that in the absence of prior, written consent having been given by SDGE, the following will apply: (i) no items of our IP may be reproduced in whole or in part; (ii) no part of our IP may be used for commercial or database purposes; (iii) no part of our IP's contents or formats may be stored in any form, whether in a public or private directory or any other system; and

(iv) no part of our IP's contents or formats may be distributed, whether by paper copy, email, other electronic methods, or by any other means.

- 10.1.4 Where SDGE permits the use of its logo to those who have Accreditation under the Practitioner Accreditation Programme, such use will be regulated under the specific Ts&Cs of Schedule C.
- 10.1.5 SDGE takes the protection of its Intellectual Property very seriously and will assertively pursue any unauthorised use of it, including any part or parts of it.

10.2 **The following applies to SPECIFIC ASPECTS of SDGE's IP and to areas related to the IP:-**

10.2.1 **The following will apply to SDGE's COPYRIGHT:**

10.2.1.1 The copyright ("Copyright") of SDGE (including content and format) is protected by the laws governing copyright is the property of SDGE.

10.2.1.2 SDGE's Copyright includes (but not necessarily exclusively) the following:

- SDGE's Divorce Practitioners' Manual;
- SDGE's Training Workbook;
- SDGE's Action Plan Workbook (containing SDGE's layout);
- SDGE's Course Work Documentation; and
- SDGE's On-line Tuition Programme; and
- SDGE's On-line version of its book "The Split – Breakup To Breakthrough In 30 days Or Less.

10.2.1.3 For the avoidance of doubt, Copyright relates not to an idea but to the physical expression of an idea. Thus (by way of example, but not necessarily exclusively) the physical expression by SDGE of the content of the Divorce Practitioner's Manual is protected by Copyright and any infringement of such Copyright will be pursued vigorously by SDGE, to the full extent of the law.

10.2.1.4 It should be noted particularly that **in the absence of the Permitted Use (as "Permitted Use" is defined below in clause 10.2.1.5) the following will apply:**

- Materials (as "Materials" are defined below in clause 10.2.1.5) may not be reproduced, in whole or in part;
- No part of the Materials' contents may be used by You for your commercial or database purposes;
- Materials may not be stored in any form (whether public or private directory or system); and
- Materials may not be distributed, whether by paper, email, other electronic methods, or by any other means.

10.2.1.5 Without prejudice to what is stated above in clauses 10.2.1.3 and 10.2.1.4 of this Agreement, it is understood that a Licensee of SDGE ("**Licensee**") who receives Accreditation from SDGE (as Accreditation is described below in Schedule C to this Agreement) may wish to use some of the content and format of SDGE's materials protected by Copyright and Database Rights ("**Materials**"); therefore, SDGE agrees, on a non-exclusive basis, that Licensee may make some limited use of the materials ("Permitted Use") subject always to what is stated, below, in clause 10.2.1.6 of this Agreement.

10.2.1.6 It is a strict provision of this Agreement that the Permitted Use does not infringe SDGE's Copyright, therefore the Licensee should **note particularly** that SDGE will pursue all potential breaches of its Copyright with the full force of the law; and in the event of a possible Copyright infringement issue, you should be aware that the courts generally apply at least the following "tests", to assess whether SDGE's Copyright has been breached:

- (a) a consideration of whether any content of a potential infringer is **substantially similar** to SDGE's Materials; and
- (b) in considering clause 10.2.1.6 (a) above, the courts would decide on the basis of the "quality" of the content used by a potential infringer (and **not** on the basis of the "**quantity**" of the content used by him / her - i.e. the courts would not employ a basis of "percentage" of content used, to decide regarding infringement).

10.2.1.7 Where Licensee makes a Permitted Use of the Copyright and / or Database Right of SDGE as referred to above in clause 10.2.1.5 of this Agreement, it is on the strict understanding that such use is only to be made by Licensee (and by no third parties) and is only to be used in relation to Licensee's break-up and divorce practitioner practice and for no other purpose.

10.3 **The following will apply to PASSING-OFF:-**

10.3.1 It is strictly prohibited for You to engage in any aspect of Passing-Off, by which You attempt to trade as SDGE and / or as Sara Davison, or to state or imply that You are professionally associated with SDGE and / or Sara Davison.

10.3.2 Any infringement of the prohibition stated above in clause 10.3.1 of this Agreement shall result in immediate termination of this Agreement.

10.4 **The following will apply to TRADE MARK:-**

10.4.1 Under Schedule C of this Agreement, SDGE will license to an accredited Licensee, on a non-exclusive basis, the use of SDGE's trade mark ("**Trade Mark**") being the logo for an **Accredited Sara Davison Break-Up and Divorce Coach Practitioner ("Logo")**; this Logo must be used only in exactly the same form as shown in Schedule D to this Agreement.

10.4.2 Licensee may use SDGE's Logo in Licensee's business, provided always that Licensee adheres to the terms and conditions of this Agreement.



- 10.4.3 Upon SDGE's granting to Licensee his / her Accreditation, SDGE shall send to Licensee a good copy of SDGE's Logo, for use by Licensee as agreed under the Licence which forms part of Schedule C of this Agreement.
- 10.5 **Consequences of unauthorised use of the IPR of SDGE.**  
Any unauthorised use by Licensee of the IPR of SDGE will result in either or both of:  
(a) cancellation by SDGE of this Agreement; and / or  
(b) legal action being brought by SDGE against the infringer.
11. **Liabilities, Warranties and Disclaimer**
- 11.1 What is stated in this clause (as well as in any other clause excluding or restricting our liability) will, in addition to applying to SDGE, apply the directors and employees of SDGE and any third party performing work for SDGE.
- 11.2 Nothing in the Agreement will exclude or limit SDGE's liability for: (a) negligence resulting in death or personal injury, (b) fraudulent misrepresentation; (c) anything else which cannot legally be excluded or limited, legally.
- 11.3 SDGE will have no liability for damage to Client where such damage was caused by or contributed to by Client.
- 11.4 Client must give SDGE reasonable opportunity to regulate any matter for which SDGE is liable before Client incurs costs in regulating the matter; in the event that Client fails so to give SDGE such an opportunity, then SDGE shall not have any liability to Client regarding the matter.
- 11.5 The liability of SDGE (including SDGE's own negligence) regarding the Services shall, for any one event or for a series of related events, be limited to the higher of: (a) 3 (three) times the total fees payable by Client in the 6 (six) months before the event which Client claims to be the cause of SDGE's liability, or (b) the sum of £1,000 (one thousand Pounds Sterling).
- 11.6 Subject to what is stated above in this clause 11, in no event (including SDGE's negligence) will SDGE have any liability for: economic losses (including without limit, loss of revenues, profits, business or anticipated savings); loss of reputation; special, consequential or indirect losses; and / or damage to or loss of data.
- 11.7 The essential elements of SDGE's standard Disclaimer and Limitation on Liability are repeated below, forming part of the Agreement and is to be construed in conjunction with what is stated above in this clause 11, as follows:
- 11.7.1. Any action Client may take based upon the information provided in SDGE's Reports and / or on Website and / or any reliance Client may place on such information is **strictly at CLIENT'S own risk** and is not a substitute for professional advice. For the avoidance of doubt, **CLIENT remains solely responsible** for the proper planning and execution of their relationship arrangements, to the exclusion of SDGE.
- 11.7.2 SDGE provides the information contained in its Reports for general information purposes only and such information is given only 'as is'.
- 11.7.3 SDGE makes no representations about **and gives no warranties of any kind** (express or implied) concerning the completeness, accuracy, reliability, current validity, or suitability of any information or material provided in its Reports and / or on its Website, or about the information, products, services, or related graphics contained in its Reports and / or on its Website, for any purpose.
- 11.7.4 **to the maximum extent permitted by law, SDGE EXCLUDES ALL LIABILITY (DIRECT OR INDIRECT) OF ANY KIND FOR ANY LOSS OR DAMAGE THAT MAY RESULT TO CLIENT OR TO ANY THIRD PARTY OR ENTITY**, whether arising in tort (including, without limitation, negligence) or contract, or otherwise, regarding the use by Client or by any other person or organisation of any information provided by SDGE.
12. **Indemnity**
- 12.1 Client will indemnify SDGE (including our directors, officers, employees, subcontractors, agents and affiliated companies) against all third party claims and liabilities related to Client's breach of this Agreement and / or to Client's use of the Services.
13. **Functioning of the website and Services**
- 13.1 To be able to make use of the Services, Client needs to have the required electronic hardware and software, together with the required facilities to enable them to access the internet.
- 13.2 SDGE advises Clients that they should have the following enabled: JavaScript functions, cookies, and pop-ups.
- 13.3 Client must have the required skills, as well as the necessary hardware and software to use the internet
- 13.4 Client acknowledges that the nature of the internet means that there cannot be a guarantee regarding the availability from time to time, the security, or the general integrity of data transmissions via the internet.
- 13.5 SDGE cannot guarantee that the Services will function properly in the event that Client activates any tool for disabling pop-ups; therefore, such a facility should be deactivated by Client prior to use of the Service.

- 13.6 SDGE cannot guarantee use of the Services if Client's internet service provider is not functioning properly.
- 13.7 SDGE is not liable for the lack of website function due to errors of hardware, problems due to third parties.
- 13.8 Client accepts that smartphone applications are only available where Client possesses a smartphone plus an internet connection.
- 13.9 The Website may be interrupted from time to time due to the need for maintenance, updates or technical improvements, or to develop its content and/or presentation; SDGE shall endeavour to inform Clients in advance of such interruptions.
- 13.10 Client should be aware that certain, current additions (e.g. Adobe Flash software) may be needed to enable the Website to perform properly.

**14. Confidentiality**

- 14.1 SDGE will deal with all information it receives from Client in accordance with the provisions of the Data Protection Act 1998 and of any alterations to it or replacement of it, from time to time.
- 14.2 Client consents to SDGE's holding personal information that SDGE collects in relation to Client and processing it in any form and transferring it (excluding sending by email) but only for the purposes of providing SDGE's services.
- 14.3 Otherwise, SDGE will not disclose Client's confidential information unless required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**15. Third party websites**

- 15.1 If Client uses any SDGE or third party links provided on the Website, Client does so at their own risk.

**16. Entire Agreement**

- 16.1 The Agreement constituted by the Agreement and these Ts&Cs (plus the pages on the Website to which the aforementioned refer) comprises the entire agreement between the parties; they cancel and previous discussions, dealings and / or written statements and constitute the whole of the rights and obligations of the parties.
- 16.2 Should any provision of these Ts&Cs be declared void by a competent authority, all remaining provisions shall remain in full effect.
- 16.3 Any failure by a party to take action regarding a breach by the other party of these Ts&Cs shall not be a waiver by said first party of its right to take action in respect of such breach.

**17. ELECTRONIC SIGNATURES**

- 17.1 The parties agree that these Ts&Cs and the Agreement or Agreements of which they form part will be executed validly by both parties by means of an agreed form of **electronic signature**, being when both parties' names are placed on the document by electronic transmission
- 17.2 Both parties confirm that they have the authority to execute these Ts&Cs and the Agreement or Agreements.

**18. Jurisdiction and Applicable Law**

- 18.1 The parties agree that this Agreement and all its sets of Terms and Conditions shall be governed by the laws of England.
- 18.2 The parties submit to the exclusive jurisdiction of the English courts.

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**SCHEDULE A –**

**TERMS AND CONDITIONS RELATING  
SPECIFICALLY TO DIVORCE COACHING**

**AS WITH THE GENERAL Ts&Cs, THESE TERMS AND CONDITIONS SHOULD BE READ CAREFULLY BY THE CLIENT INTENDING TO RECEIVE DIVORCE COACHING.**

At this particular time in Client's life, it is important for us to be clear as to the terms on which we will be providing our Services to Client. Please, therefore, read the terms below and if Client has any questions, let us know. We look forward to working with Client.

**1. SDGE's Divorce Coaching Service:**

- 1.1 Client and Client's coach will agree the scope of the divorce coaching Client is seeking at Client's first consultation.

- 1.2 Consultations can take place at SDGE's offices in Ascot, or in Client's own home, or at a neutral venue, or by way of telephone calls, or via an online visual mechanism such as Zoom, or Skype. SDGE recommends strongly that the first consultation is held by way of a physical meeting between Client and Client's coach.
- 1.3 Please note that SDGE's coaching is not counselling, psychotherapy or psychoanalysis and nor does SDGE provide mental health services or advice. It is not, and is not to be used as, a substitute for appropriate professional advice. In particular, it is Client's responsibility to seek professional guidance for legal, medical, financial, business, mental health or other specific matters from an appropriate, professional adviser.

2. **Fees:**

- 2.1 SDGE's hourly fee is £195, including VAT, which is payable in advance. SDGE's hourly rates are subject to change, but 30 (thirty) days' prior written notice will be given. The rate which Client will pay will be specified on the Agreement, which will constitute part of Client's Agreement with SDGE. (For Client's information, pricing relating to SDGE's separate Retreat service is on the Website.)
- 2.2 Travel expenses and SDGE's time are charged for any consultations held outside SDGE's offices in Ascot or SDGE's London base.
- 2.3 Where travel expenses and SDGE's time are to be charged for, these will be discussed and agreed with Client, in writing, in advance of the coaching consultation.
- 2.5 Payment for a coaching consultation must be received by SDGE no less than 48 (forty-eight) hours before the time agreed for the coaching appointment.
- 2.6 Payment must be made by bank transfer, or through Stripe, though SDGE reserves the right to alter the payment mechanism from time to time.
- 2.7 Client will be responsible for the booking of and the cost of any consultation venue outside SDGE's offices in Ascot or SDGE's London base.

3. **Cancellation and missed consultations:**

- 3.1 If Client is unable to attend a consultation, please let SDGE know as soon as possible. If Client simply fails to attend a consultation or does not give the required notice of not less than 48 (forty-eight) hours, SDGE reserves the right to retain the fees paid.
- 3.2 It is important that the consultations start at the agreed time. If Client is late for a consultation, the consultation will in any event be deemed to have started at the agreed time.

4. **Liability:**

- 4.1 SDGE's coaching is provided with all reasonable care, skill and with experience. Subject to that, SDGE does not accept any liability to Client, save only as specified below in article 4(b). In particular, SDGE gives no warranty as to what Client may achieve as a result of SDGE's coaching. Client is responsible for the actions he / she does or does not take following the coaching received by Client.
- 4.2 To the extent permitted by law, SDGE's maximum aggregate liability in acting for Client is capped at what is recoverable by SDGE under its professional indemnity insurance cover from time to time; a copy of the relevant policy is available, on request.

5. **Confidentiality:**

- 5.1 Any information Client passes to Client's coach is entirely confidential and will not be disclosed to others, save in circumstances in which SDGE's withholding of information might result in harm to Client or others, or lead to legal proceedings of any kind, or as may be required by the law. It is, of course, not possible to protect the confidentiality of information that is transmitted electronically through emails and computers connected to the internet that do not utilise security or encryption protection.
- 5.2 In the event that consultations are conducted in a group format, Client agrees to maintain the confidentiality ("Confidentiality") of all information communicated to Client by Client's coach and by SDGE's other coaching clients; any breach of such Confidentiality by Client would be regarded as a Data Breach under the Data Protection Act, 2018 and under General Data Protection Regulation ("GDPR") and thus would be reportable to the Information Commissioner's Office.
- 5.3 The provisions relating to confidentiality stated in clause 14 of the General Ts&Cs will also apply.

6. **Termination and Refunds:**

**A. Regarding Termination, the following will apply (i.e. to CONSUMER Clients):**

- 6.1 Client or Client's coach may terminate the coaching relationship at any time, on the giving of appropriate, prior written notice.
- 6.2 As regards termination by Client, what is stated in clause 8 of the General Ts&Cs will apply.
- 6.3 In the event that the Client's coach terminates the coaching relationship, then, as far as possible, SDGE would give Client reasonable notice and would explain the reasons to Client.
- 6.4 To assist Client in the termination by him / her, a model cancellation form is shown in clause 9.2 of the General Ts&Cs; alternatively, Client may use his / her own style of cancellation provided he / she makes it clear that cancellation is intended.

**B. Regarding Refunds, the following will apply (i.e. to CONSUMER Clients):**

- 6.5 As regards refunds to **Client**, what is stated in clause 8 of the General Ts&Cs will apply.
- 6.6 In terms of the E-Commerce Regulations, SDGE requires Client to agree explicitly to what is stated above in this clause 6 and Client can demonstrate such agreement by signing the Ts&Cs at the end of this document (as set out in the General Ts&Cs, clause 17, covering “Electronic Signatures”).

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**SCHEDULE B -**  
**TERMS AND CONDITIONS RELATING**  
**SPECIFICALLY TO BREAK-UP RECOVERY RETREAT**

**AS WITH THE GENERAL TS&CS, THESE TERMS AND CONDITIONS SHOULD BE READ CAREFULLY BY THE CLIENT INTENDING TO BE AN ATTENDEE AT A BREAK-UP RECOVERY RETREAT.**

**1. Retreat Payment**

- 1.1 A booking will only be secured upon receipt of a full payment. Upon receipt of Client's payment Client will be sent an email to confirm Client's booking.
- 1.2 Until Client has received this confirmation, no booking can be guaranteed.
- 1.3 All places are subject to availability at the time of SDGE's receiving Client's cleared payment.
- 1.4 If payment is made for a specific Retreat date and during the clearing of Client's funds the Retreat becomes fully booked, a full refund or an alternative Retreat date will be offered.
- 1.5 What is included in the Retreat booking, other than the content of the course, is specified on the Website.

**2. Arriving Late or Leaving Early**

- 2.1 If the Client chooses to arrive late or to leave before the end of the Retreat session, SDGE will not make any adjustments or refunds, unless authorised by SDGE by way of exception.
- 2.2 Any such refund or adjustment shall be at SDGE's sole discretion.

**3. Minimum Numbers**

- 3.1 Each Retreat requires a minimum number of Delegates attending.
- 3.2 If a minimum number is not met, then Client will be able to choose either to move to the next available Retreat, or to receive a full refund.

**4. Changes to Retreat's Content or Location**

- 4.1 SDGE reserves the right to change the Retreat's location, its schedule and / or any of the inclusive components of any Retreat, at any given time, without prior notice.

**5. Change and Cancellation Policy**

- Subject to what is stated in 5.4 below of this Schedule B, the following will apply to change and cancellation:-
- 5.1 Once a Retreat has been booked and paid for, it can be changed or cancelled but only by giving us at least 30 (thirty) days' notice in writing prior to the Retreat start. An administration charge of £75.00 (seventy-five Pounds Sterling) will be made in these circumstances.
  - 5.2 Once we have received Client's booking, any cancellation will also result in the loss of 50% (fifty per cent) of the amount paid, unless we are able to fill Client's place.
  - 5.3 In some circumstances, Client may be able to change Client's Retreat date, subject to availability; whether or not Client would then lose half of their booking fee, would be at the sole, unfettered discretion of SDGE; in the event of such a re-booking, SDGE will confirm Client's new Retreat date, in writing.
  - 5.4 What is stated above in this article 5 is entirely at the discretion of SDGE and will be reviewed on an individual basis; SDGE may also require a medical certificate in the cases of illness.

**6. Liability and Losses**

- 6.1 Please note that as SDGE does not own or run the Retreat establishment, SDGE is not liable for any loss, damage, expense, accident, injury, or inconvenience, suffered or sustained, whether to person (Client and / or a third party) or property during the duration of Client's stay at the Retreat establishment and in booking with us Client is acknowledging this statement and agreeing to it.
- 6.2 SDGE cannot refund in the event of a natural disaster, adverse weather conditions, or any other *force majeure* situation which would cause Client's inability to participate in the Retreat.
- 6.3 SDGE will make every effort to provide the Retreat agreed, but reserves the right to alter or cancel the venue or date of a Retreat, for any cause beyond our reasonable control.
- 6.4 In the very unlikely event that there is a need to cancel or change a Retreat for unforeseen circumstances, or if minimum numbers have not been reached, Client may either transfer Client's booking to the next available date, or SDGE will reimburse all money received from Client; once such a transfer is booked, the normal terms and conditions will apply.
- 6.5 In any event, our liability will be limited to the refund of Client's Retreat deposit only and we will not be liable for any other direct or indirect loss, cost or expense, of any nature, however caused.

**7. The Content**

- 7.1 An overview of the course content is available on the Website.
- 7.2 Client will be required to complete a questionnaire no later than 14 (fourteen) days before Client attends the Retreat session.
- 7.3 The following requires the Service to be performed “with reasonable care and skill”, under The Consumer Rights Act 2015:
  - 7.3.1 With that in mind, Client confirms that he / she accepts that the nature of the Service being provided by SDGE is such that the benefits that he / she may achieve will be the result also of efforts made by Client, so that he / she is responsible for the actions he / she does or does not take following the coaching he / she receives.
  - 7.3.2 Therefore, by attending SDGE’s Retreat, Client acknowledges that all of the course’s programmes and coaching are provided with all reasonable care, skill and with experience.
  - 7.3.3 Accordingly, Client agrees that SDGE cannot (and does not) accept any liability to Client, save only as specified below in article 7.4 and SDGE cannot (and does not) give any warranty as to what Client may achieve as a result of SDGE’s coaching.
- 7.4 To the extent permitted by law, SDGE’s maximum aggregate liability in acting for Client is capped at what is recoverable by SDGE under its professional indemnity insurance cover from time to time; a copy of the relevant policy is available, on request.

**8. Time for Performance of SDGE’s Obligations**

- 8.1 The date or dates for performance of the Service or Services by SDGE are as set out in SDGE’s Website; by agreeing to these Terms and Conditions, Client is agreeing that the timescale for performing the Service or Services is “reasonable”, as required by the Consumer Rights Act 2015.
- 8.2 Any subsequent alteration of agreed date or dates shall be regulated by the terms of articles 5 and 6, above, of this Schedule B and Client agrees that this is “reasonable”.

**9. Confidentiality**

- 9.1 Any information that Client passes to Client’s coach will be treated as entirely confidential by SDGE and will not be disclosed to others by SDGE, save in circumstances in which SDGE’s withholding of such information might result in harm to Client or to others or might lead to legal proceedings of any kind, or as may be required by the law of England and Wales.
- 9.2 Without prejudice to the generality of what is stated above in this article 9, Client agrees and accepts that it is not possible to guarantee full protection of the confidentiality of information that is transmitted electronically through emails and computers connected to the internet which do not utilise security or encryption protection.
- 9.3 In the event that consultations are conducted in a group format, Client agrees to maintain the confidentiality of all information communicated to Client by Client’s coach and by SDGE’s other coaching clients.
- 9.4 The provisions relating to confidentiality stated in article 14 of the General Ts&Cs will also apply.

**10. Breach of Contract**

- 10.1 If there is a breach of any of these conditions by the Attendee, or if the Attendee engages in behavior which is grossly inappropriate, SDGE reserves the right to terminate the Attendee’s participation in the Retreat and to require the Attendee to leave.
- 10.2 In the event of such termination, there would be no refund to the Attendee.

**11. Complaints**

- 11.1 SDGE will make every effort to provide programmes and courses for use on the Retreat to a standard that enables Attendees to get the most from their participation in Retreats.
- 11.2 If a problem does arise, Client should inform SDGE of it immediately, when SDGE will use all reasonable efforts to attempt to address the difficulty.

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## SCHEDULE C

### TERMS AND CONDITIONS RELATING SPECIFICALLY TO THE SARA DAVISON BREAK-UP AND DIVORCE COACHING PRACTITIONER ACCREDITATION PROGRAMME

**AS WITH THE GENERAL TS&CS, THESE TERMS AND CONDITIONS SHOULD BE READ CAREFULLY BY THOSE INTENDING TO BE A PARTICIPANT IN A PRACTITIONER ACCREDITATION PROGRAMME.**

- 1. Basis of the Practitioner Accreditation Programme (AVAILABLE ONLY ONLINE)**
- 1.1 **Please Note:** this Sara Davison Break-up and Divorce Coaching Practitioner Accreditation Programme (“Practitioner Accreditation”) has been devised specifically for **professional persons running or intending to run a business**. Therefore, all participants (“Participants”) will be **accepted on the basis that they are business clients, or, by making the purchase of this Service, are deemed to be business clients** - and, accordingly, the **consumer rules and regulations will not apply** to their purchase of this Programme.
- 1.2 Under this Break-Up and Divorce Coaching Practitioner Accreditation Programme, SDGE performs a Service which includes:
- (i) training Participants to perform divorce-related services similar to those provided by SDGE;
  - (ii) accrediting those who complete the course satisfactorily (“**Accreditation**”); and
  - (iii) permitting those who gain Accreditation to use the logo (“Logo”) of SDGE (see Schedule D).
- 1.3 SDGE offers the Practitioner Accreditation Programme to Clients who wish to receive it by way of SDGE’s **ONLINE VIDEO package (“Online Video Participants”)**.
- 1.4 **Please note:** the terms of the license (the “**License**”) comprising article 12 of this Schedule C apply.
- 1.5 What is stated in this article 1 of this Schedule C is subject to the Terms and Conditions specified above in the General Ts&Cs and to the Ts&Cs specified in this Schedule C.
- 1.6 **SDGE can arrange for Sara Davison to supply PRIVATE COACHING ONLINE (“Private Coaching”)** to Practitioners or intending Practitioners, in respect of which the following will apply:
- (i) For Private Coaching, an additional fee will apply, the amount of which will be negotiated between SDGE and the intending Private Coaching Participant, depending upon the means and extent of the desired instruction;
  - (ii) Private Coaching will be carried out in person when we can, but otherwise will be online;
  - (iii) The Private Coaching Service is subject to the Agreement, which includes the General Ts&Cs, as well as the Ts&Cs in this Schedule C and the License located at article 12 of this Schedule C.
- 2. Programme Payment**
- 2.1 A booking for Participants will be secured only upon receipt of the agreed means of payment of the Accreditation Programme fee, as specified below in article 2.2 of this Schedule C.
- 2.2 SDGE offers the following payment packages:
- (a) 1 (one) up-front payment; or
  - (b) 2 (two) monthly payments; or
  - (c) 3 (three) monthly payments; or
  - (d) 6 (six) monthly payments; or
  - (e) 12 (twelve) monthly payments.
- 2.3 The fees payable for each of the 5 options shown above in article 2.2 are shown on SDGE’s website.
- 2.4 The payment dates for each of the payment packages shown in article 2.2 above are as follows:

| <b>Payment Package</b>   | <b>Payment Dates</b>  |
|--------------------------|---|
| (a) 1 x up-front payment | On the day that Participant makes payment online, Participant receives an automated email giving password and Programme access (“ <b>Access Day</b> ”).   |
| (b) 2 x monthly payments | 1st instalment to be paid on Access Day;<br>2nd instalment to be paid 30 (thirty) days from Access Day.   |
| (c) 3 x monthly payments | 1st instalment to be paid on Access Day;<br>2nd instalment to be paid 30 (thirty) days from Access Day.<br>3rd instalment to be paid 60 (sixty) days from Access Day.   |
| (d) 6 x monthly payments | 1st instalment to be paid on Access Day;<br>2nd instalment to be paid 30 (thirty) days from Access Day.<br>3rd instalment to be paid 60 (sixty) days from Access Day.<br>4th instalment to be paid 90 (ninety) days from Access Day.<br>5th instalment to be paid 120 (one hundred and twenty) Access Day.<br>6th instalment to be paid 150 (one hundred and fifty) days from Access Day. |

|                           |   |
|---------------------------|---|
| (d) 12 x monthly payments | 1st instalment to be paid on Access Day;<br>2nd instalment to be paid 30 (thirty) days from Access Day.<br>3rd instalment to be paid 60 (sixty) days from Access Day.<br>4th instalment to be paid 90 (ninety) days from Access Day.<br>5th instalment to be paid 120 (one hundred and twenty) Access Day.<br>6th instalment to be paid 150 (one hundred and fifty) days from Access Day<br>7th instalment to be paid 180 (one hundred and eighty) days from Access Day<br>8th instalment to be paid 210 (two hundred and ten) days from Access Day<br>9th instalment to be paid 240 (two hundred and forty) days from Access Day<br>10th instalment to be paid 270 (two hundred and seventy) days from Access Day<br>11th instalment to be paid 300 (three hundred) days from Access Day<br>12th instalment to be paid 330 (three hundred and thirty) days from Access Day |
|---------------------------|---|

- 2.5 Upon receipt of Participant's payment (whether full payment or first instalment payment) the Participant will be sent an email to confirm Participant's booking; until Participant has received the confirmation, no booking can be guaranteed.
- 2.6 All places are subject to availability at the time of SDGE's receiving Participant's cleared payment.
- 2.7 What is included in the Accreditation Programme booking, other than the content of the course, is specified on the Website.
- 2.8 For the avoidance of doubt, no Participant will receive SDGE's Accreditation until full payment has been received by SDGE.
- 3. Use of SDGE's Logo**
- 3.1 Participants who are awarded Accreditation may use of the Logo in their own Break-Up and Divorce Coaching practice (but for no other purpose).
- 3.2 Upon the granting of Accreditation, SDGE will license the use of the Logo, by Participant; such licence ("Licence") is governed by these Ts&Cs; please note specifically the terms of article 13, below, of this Schedule C, which article comprises the Licence.
- 4. Removal of Accreditation / removal of use of Logo**
- 4.1 If, subsequent to the granting of the Accreditation, Participant engages in behavior which is grossly inappropriate, SDGE reserves the right to remove Participant's Accreditation
- 4.2 If, subsequent to the granting of the Accreditation, Participant misuses the Logo in contradiction of the terms of the Licence, SDGE reserves the right to require Participant to cease to use the Logo.
- 5. Complaints**
- 5.1 SDGE will make every effort to provide programmes for use on the Accreditation Programme to a standard that enables Participants to get the most from their participation in the Accreditation Programme.
- 5.2 If a problem does arise, Participant should inform SDGE of it immediately, when SDGE will use all reasonable efforts to attempt to address the difficulty.
- 6. Confidentiality**
- 6.1 Any information that Participant passes to Participant's trainer will be treated as entirely confidential by SDGE and will not be disclosed to others by SDGE, save in circumstances in which SDGE's withholding of such information might result in harm to Participant or to others or might lead to legal proceedings of any kind, or as may be required by the law of England and Wales.
- 6.2 Without prejudice to the generality of what is stated above in this article 11, Participant agrees and accepts that it is not possible to guarantee full protection of the confidentiality of information that is transmitted electronically through emails and computers connected to the internet which do not utilise top-level security, such as encryption protection.
- 6.3 Where training sessions are conducted in a group format, Participant agrees to maintain the confidentiality of all information communicated to Participant by Participant's coach and by SDGE's other participants in the training sessions.
- 6.4 The provisions relating to confidentiality stated in article 14 of the General Ts&Cs will also apply.
- 7. Change and Cancellation Policy**
- 7.1 Subject to what is stated in 7.2 below of this Schedule C, the following will apply to change and cancellation:-
- 7.1.1 Once an Accreditation Programme has been booked and paid for, it can be changed or cancelled only at the sole, unfettered discretion of SDGE. The refund request must be made in writing to [sara@saradavison.com](mailto:sara@saradavison.com) If cancellation is agreed, an administration charge of £75.00 (seventy-five Pounds Sterling) will be deducted from the agreed refund amount.
- 7.2 **What is stated above in this article 7 is entirely at the discretion of SDGE and will be reviewed**



**on an individual basis.**

## **8. Liability and Loss**

- 8.1 SDGE will not be liable for, nor can it refund payment, in the event of a natural disaster, adverse weather conditions, or any other *force majeure* situation which would cause Participant's inability to participate in any or all parts of the Accreditation Programme.
- 8.2 Without prejudice to the generality of what is stated above in article 8.1 of this Schedule C, in and event stated in the said article 8.1, SDGE would use its reasonable endeavours to give Participant the opportunity to participate in the missed element or elements of Accreditation Programme at a later, mutually-agreed time.
- 8.3 Licensor will use its best endeavours regarding the quality and availability of the video materials, but due to the inherent instability of the internet, which is also capable of being hacked by third parties, Licensee acknowledges and agrees that SDGE will have no liability for any damage or loss of any nature to any person as a result of Licensee's inability to use the video materials at any time; internet users are urged to have and to maintain appropriate software to fight unlawful third-party interference with the electronic transmission / receipt of SDGE's materials.
- 8.4 In any event, SDGE's liability will be limited only to the refund of the full payment or of the instalments paid (whichever is appropriate) for Participant's Accreditation Programme and SDGE will not be liable for any other direct or indirect loss, cost or expense, of any nature, however caused.

## **9. Content / Coursework / Competence**

- 9.1 An overview of the course content of the Accreditation Programme is available on the Website.
- 9.2 The Accreditation Programme requires Participants to complete items of coursework ("Coursework").
- 9.3 It is understood and accepted by the Participant that in order to be granted Accreditation, he / she must achieve the level of competence deemed suitable by SDGE (at its sole discretion) in relation to both: (a) the nature of the Participant's participation in the Accreditation Programme training sessions and (b) the quality of the work presented by the Participant in the Coursework.
- 9.4 Participant agrees and accepts that SDGE will use its best endeavours to perform the Service with reasonable care and skill, therefore the following will apply:-
- 9.4.1 Participant confirms that he / she accepts that the nature of the Service being provided by SDGE is such that the benefits that he / she may achieve will be the result also of efforts made by Participant;
- 9.4.2 Therefore, by participating in SDGE's Accreditation Programme Participant acknowledges that the Programme's contents are provided with all reasonable care, skill and with experience;
- 9.4.3 Accordingly, Participant agrees that SDGE cannot (and does not) accept any liability in relation to Participant, save only as specified below in sub-article 8.6; and
- 9.4.4 SDGE cannot (and does not) give any warranty as to what Participant may achieve as a result of SDGE's training.
- 9.5 To the extent permitted by law, SDGE's maximum aggregate liability in relation to Participant is capped at what is recoverable by SDGE under its professional indemnity insurance cover from time to time; a copy of the relevant policy is available, on request.

## **10. Time for Performance of SDGE's Obligations**

- 10.1 The date or dates for performance of the Service or Services by SDGE are as set out in SDGE's Website; by agreeing to these Terms and Conditions, Participant is agreeing that the timescale for performing the Service or Services is "reasonable", as required by the Consumer Rights Act 2015.
- 10.2 Any subsequent alteration of agreed date or dates shall be regulated by the terms of articles 6 and 7, above, of this Schedule C and Participant agrees that this is "reasonable".

## **11. Breach of Contract**

- 11.1 If there is a breach of any of these conditions by the Participant, or if the Participant engages in behavior which is grossly inappropriate, SDGE reserves the right to terminate the Participant's participation in the Accreditation Programme and to require the Participant to leave.
- 11.2 In the event of such termination, there would be no refund to the Participant.

## **12. LICENCE FOR USE OF SDGE'S INTELLECTUAL PROPERTY RIGHTS ("IPR")**

### **LICENCE GRANTED BY SARA DAVISON GLOBAL ENTERPRISES LIMITED ("SDGE"), INCLUDING SDGE'S INTELLECTUAL PROPERTY RIGHTS NOTICES**

**THIS LICENCE agreement ("Licence")** is made on the date of the Agreement, of which this Licence forms part.

#### **BETWEEN**

**(1) SARA DAVISON GLOBAL ENTERPRISES LIMITED**, a limited company, having its registered office at Clay Barn, Ipsley Court, Berrington Close, Redditch, B98 0TD, United Kingdom, registered under company registration number 8599385, as referred to above in this Agreement ("**SDGE**", or "**Licensor**"); for the purposes of this Licence and of its intellectual property rights and of its intellectual property rights

notices (“**IPR Notices**”) which IPR Notices form part of this Licence, SDGE is represented by Sara Davison of Clay Barn, Ipsley Court, as aforesaid;

**AND**

**2) YOU**, a participant in a SDGE **Break-Up and Divorce Coaching Practitioner Accreditation Programme (“Practitioner Accreditation”)** whether the Programme is presented to You:

- (a) in person (as a “**Face-to-Face Participant**”) by the said Sara Davison; or
- (b) via Online Videos (“**Online Video Participant**”);

but in either case, under the Agreement of which this Licence forms part and where You are a Participant to whom, upon satisfactory completion of the Programme, SDGE awards accreditation (“**Accreditation**”) as Accreditation is defined below in Recital B of this Licence, the terms of this Licence apply to You, as the situation demands; in this Licence, You may be referred to as “**You**”, or “**Licensee**”.

**RECITALS:**

- (A) This Licence sets out the terms under which SDGE licenses to You the non-exclusive right to use the intellectual property rights of SDGE, but only to the extent specified below in this Licence.
- (B) SDGE will accredit a Participant who has participated in a qualifying Programme and who is regarded by Sara Davison as having satisfactorily completed the Programme (“**Accreditation**”).
- (C) **For the avoidance of doubt, the grant of this Licence is made subject to ALL of:**
  - (i) The Contract; and
  - (ii) The General Ts&Cs; and
  - (iii) The Ts&Cs which comprise Schedule C; and
  - (iv) The terms and conditions of this Licence, including those relating to the use of SDGE’s intellectual property rights (“IPR”) as referred to below in article L-1.2 and as detailed below in article L-6 of this Licence.
- (D) This Licence provides **IPR Notices** regarding SDGE’s intellectual property rights.
- (E) What is stated in this Licence shall also cover, as appropriate, **Private Coaching** for Practitioners or intending Practitioners.
- (F) **To avoid confusion with the rest of Schedule C, the articles and sub-articles in this Licence are given a “L” prefix** (i.e. standing for “Licence – e.g. “L-1”, “L-2”, “L-3”, etc.).

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:-**

**L-1. Definitions**

- L-1.1 “Commencement Date” means the following: in any Licence granted by SDGE, the Licence will only commence to operate on the date the Licensor gives the Licensee the right to use the content included in the Practitioner Accreditation Programme.
- L-1.2 “IPR” means: the intellectual property rights of SDGE as set out in article L-6 of this Licence.

**L-2. The Licence; rights granted, their extent and territory**

- L-2.1 Licensor grants to Licensee, on the terms set out in this article L-15, a non-exclusive, non-transferrable Licence to use, for Licensee’s learning purposes, the Accreditation Programme’s materials (whether received by Licensee in hard-copy format, or as Online Videos; or, as regards the Manual, downloaded as Online Accompanying Material); such materials comprise part of Licensor’s IPR and Licensee agrees to these terms;
- L-2.2 The Licence will run from year to year, subject to Licensor’s written agreement, on each anniversary, to renew it; such renewal permission by Licensor will not unreasonably be denied; though (by way of example and not exclusively) abuse of the Licensor’s IPR would be a cause for Licensor to refuse to renew.
- L-2.3 The grant of use referred to above in article L-2.1 of this Licence is only for the Licensee’s permitted purpose of carrying out their own break-up and divorce coaching practice and any breach of this by Licensee shall result in immediate termination of the Agreement including this Licence.
- L-2.4 This Licence is personal to the Licensee and does not include any right for Licensee to assign or otherwise grant any sub-licence regarding the IPR.
- L-2.5 As a Licensee may reside anywhere in the world, it is a fundamental part of their acceptance of SDGE’s Ts&Cs that they agree that, to the extent that it is lawful, English law will govern all aspects of this Licence, as stated below in article L-12 of this Licence; in the event of Licensee’s refusal to accept the jurisdiction of English Law, Licensee must not proceed further with this Licence and thus must not proceed further with the Agreement of which this Licence forms part.
- L-2.6 The territory (“**Territory**”) for which the Licence is granted is the country in which the Licensee normally resides according to English law.

**L-3. Licence Fee**

- L-3.1 In consideration of the grant made in this Licence, Licensee shall pay to Licensor an annual licence fee (“Licence Fee”) as follows:
  - (a) in the first year of the Licence, Licensee will pay to Licensor a Licence Fee of £1 (one Pound) per annum, if asked by Licensor;
  - (b) on the anniversary of commencement (“Anniversary”) in respect of any second and / or subsequent year of the Licence, Licensee will pay to Licensor an annual Licence Fee of £97.00 (ninety-seven Pounds); and

(c) Where appropriate, VAT will be added to the Licence Fee.

#### **L-4. Duration**

L-4.1 This Agreement shall commence on the Commencement Date and shall continue in force from year to year (each such year being a "Contract Year") until / unless terminated under clause L-2.2 or clause L-5 of this Licence.

#### **L-5. Termination**

L-5.1 Either party may terminate this Licence by giving the other 3 (three) months' notice in writing.

L-5.2 Where the termination is made by Licensee during a Contract Year, no Licence Fee paid by the Licensee for that Contract Year during which the termination is made will be repayable by Licensor for any such termination made before the end of that Contract Year.

L-5.3 Licensor may terminate this Licence immediately, without prejudice to its other remedies, by notice of termination in writing to Licensee, in the event that Licensee:

- (a) commits any breach of the Ts&Cs of this Licence and / or of the Agreement of which this Licence forms part (provided that if the breach is capable of remedy, the notice of termination shall only be given if the Licensee shall not have remedied the same within 1 (one) month of having been given notice of termination in writing specifying the breach and requiring it to be remedied);
- (b) does not pay the License Fee in full when due;
- (c) engages in any activity whatsoever, whether on social media or otherwise, that brings or may bring into disrepute the SDGE brand and / or any of its employees, including Sara Davison; or
- (d) infringes any of SDGE's IPR, as such IPR are detailed below in article L-6 of this Licence.

L-5.4 Upon the termination of this Licence, for whatever reason, Licensor shall be entitled to retain the Licence Fee paid for the current Contract Year; termination shall not otherwise affect the accrued rights of Licensor arising in any way out of this Licence as at the date of termination and in particular (but without limitation) Licensor's right to recover damages from Licensee.

L-5.5 On termination of this Licence, for whatever reason, the following will apply:

- (i) Licensee will immediately cease to use the IPR;
- (ii) Licensee shall immediately destroy any/all copies of the IPR, in any other form, in its possession;
- (iii) Licensee shall send promptly to Licensor a written confirmation of destruction of such IPR.

L-5.6 Termination by Licensor of this Licence and / or of the Agreement of which this Licence forms part would be without prejudice to any other rights Licensor may have regarding any breach.

L-5.7 All provisions of this Licence required in order to give effect to their meaning need to survive its termination, therefore such provisions shall remain in full force and effect after termination.

#### **L-6. SDGE's IPR.**

The following will apply to the IPR of SDGE and to aspects which are related to the IPR and which form a fundamental part of this Licence.

##### **L-6.1 The following will apply to SDGE's COPYRIGHT:-**

L-6.1.1 The copyright ("**Copyright**") of SDGE (including, but not solely, its content and format) is protected by the laws of England governing copyright and is the exclusive property of SDGE.

L-6.1.2 SDGE's Copyright includes (but not necessarily exclusively) the following:

- SDGE's Divorce Practitioners' Manual;
- SDGE's Training Workbook;
- SDGE's Action Plan Workbook (containing SDGE's layout);
- SDGE's Course Work Documentation; and
- SDGE's On-line Tuition Programme.

L-6.1.3 For the avoidance of doubt, Copyright relates not to an idea, but to the physical expression of an idea; thus (by way of example, but not necessarily exclusively) the physical expression by SDGE of the content of the Divorce Practitioner's Manual is protected by Copyright and any infringement of such Copyright will be pursued vigorously by SDGE, to the full extent of the law.

L-6.1.4 It should be noted particularly that in the absence of the Permitted Use (as "Permitted Use" is defined below in article L-6.1.5) the following will apply:

- Materials (as "Materials" are defined below in article L-6.1.5) may not be reproduced, in whole or in part;
- No part of the Materials' contents may be used by You for commercial or database purposes;
- Materials may not be stored in any form (whether public or private directory or system); and
- Materials may not be distributed, whether by paper, email, other electronic methods, or by any other means.

L-6.1.5 Without prejudice to what is stated above in articles L-6.1.3 and L-6.1.4 of this Licence, it is understood that Licensee may wish to use in their business (only) some of the content and format of SDGE's materials protected by Copyright and Database Rights ("**Materials**"); therefore, SDGE agrees, on a non-exclusive basis, that Licensee may make a **limited use of the materials ("Permitted Use")** subject always to what is stated, below, in article L-6.1.6 of this Licence.

L-6.1.6 It is a strict provision of this Licence that the Permitted Use does not infringe SDGE's Copyright, therefore the Licensee should **note particularly the following:-**

L-6.1.6.1 SDGE pursues all actual and/or potential breaches of its Copyright with the full force of the law.

L-6.1.6.2 In the event of an actual / possible copyright infringement issue, the English courts generally apply at least the following “tests” to assess whether SDGE’s Copyright has been breached:

(a) a consideration of whether any content of a potential infringer is **substantially similar** to SDGE’s Materials; and

(b) in considering article L-6.1.6.2 (a) above, the English courts would decide on the basis of the “quality” of the content used by a potential infringer (rather than on the basis of the “quantity” of the content used by him / her - i.e. in their considerations, the English courts would not tend to focus on a basis of “percentage” of content used, in deciding upon infringement).

L-6.1.7 Where Licensee makes a Permitted Use of the Copyright and / or Database Right of SDGE as referred to above in article L-6.1.5 of this Licence, it is on the strict understanding that such use is only to be made by Licensee (and by no third parties) and is only to be used in relation only to Licensee’s break-up and divorce practitioner practice and for no other purpose.

#### **L-6.2 The following will apply to PASSING-OFF:-**

L-6.2.1 It is strictly prohibited for You to engage in any aspect of Passing-Off, by which You attempt to trade as SDGE and / or as Sara Davison, or to state or imply that You are professionally associated with SDGE and / or Sara Davison.

L-6.2.2 Any infringement of the prohibition stated above in article L-6.2.1 of this Licence shall result in immediate termination of this Licence.

#### **L-6.3 The following with apply to TRADE MARK:-**

L-6.3.1 Under this Licence, Licensor will license to Licensee, on a non-exclusive basis, the use of SDGE’s trade mark (“**Trade Mark**”) being the logo for **an Accredited Sara Davison Break-Up and Divorce Coach Practitioner (“Logo”)**; the Logo must be used only in accordance with the instructions shown in Schedule D to this Agreement; obviously, the Logo to be used by the Accredited Participant would not be marked “copyright”.

L-6.3.2 Licensee may use SDGE’s Logo in Licensee’s business, provided always that Licensee adheres to the terms and conditions of this Licence, including payment of the Licence Fee.

L-6.3.3 Upon Licensor’s granting to Licensee his / her Accreditation, Licensor shall send to Licensee a good copy of SDGE’s Logo, for use by Licensee as agreed under this Licence.

#### **L-7. Consequences of unauthorised use of the IPR.**

Any unauthorised use by Licensee of the IPR will result in either or both of: (a) cancellation by Licensor of this Licence; and / or (b) legal action being brought by Licensor.

#### **L-8. No Warranties / No Liabilities / Liquidated Damages**

L-8.1 While every effort has been made to ensure the accuracy of SDGE’s Materials, neither SDGE nor Sara Davison will be held responsible for any errors or omissions in any of the said Materials, as explained further, below, in this article L-8 of this Licence.

L-8.2 SDGE makes no representations about **and gives no warranties of any kind** (express or implied) concerning the completeness, accuracy, reliability, current validity, or suitability of any data or material provided in its Programmes and / or in its other Materials, or about the data, products, services, or related graphics contained in its Reports and / or Website, for any purpose.

L-8.3 For the avoidance of doubt, SDGE makes no representations about **and gives no warranties of any kind** (express or implied) that the tuition given in the Programmes or other materials of SDGE will guarantee the results that the Licensee divorce practitioner seeks, because the abilities and efforts of the Licensee must always be a major, contributory factor towards his / her own success.

L-8.4 **ACCORDINGLY, LICENSEE UNDERSTANDS AND AGREES THAT NEITHER SDGE NOR SARA DAVISON SHALL HAVE ANY LIABILITY UNDER THIS LICENCE, WHETHER REGARDING ANY PART OF THE RESULTS ACHIEVED BY THE LICENSEE, OR OTHERWISE.**

L-8.5 **For the avoidance of doubt**, nothing in this Licence or in SDGE’s Ts&Cs affects SDGE’s liability for death or personal injury arising from its negligence, nor its liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under the law of England which regulates this Agreement.

L-8.6 For the avoidance of doubt, all SDGE’s materials (whether delivered Face-To-Face, or via Online Video, or via Private Coaching) are supplied without any warranties at all, this disclaimer being a basic premise of this Agreement and use by Licensee of the said materials is only authorised by SDGE on the basis of this disclaimer.

#### **L-9. Price**

The current fee for the Accreditation Programme (in whichever format received by Participant) will be shown on the Website, stating that taxes (as appropriate) will be included.

#### **L-10. Licence’s Specific Restrictions**

Unless otherwise permitted by Licensor, in writing, in advance, Licensee may not engage in any of the following in relation to any part of the Practitioner Accreditation Programme:

- (i) copying (other than as permitted under article L-6.1.5 of this Licence);
- (ii) selling, lending, renting to third parties, sub-licensing, or otherwise transferring in any way the rights of Licensor in any of the materials comprising the Programme;
- (iii) modifying or creating derivative works in the Programme's subject matter (whether hard copy, or related to downloaded Online Accompanying Material);
- (iv) translating (or arranging to have translated) any part of the Programme;
- (iv) removing or altering any copyright, logo, or other proprietary notices relating to the video materials; and / or
- (v) broadcasting, placing on social media, or permitting any third party to use any of the Programme's materials (including video materials) in whole or in part, in any way.

**L-11. Acceptance of the terms of this Licence**

By forming a contract with SDGE (or via the agents of SDGE) regarding the Agreement, of which this Licence forms part, Licensee acknowledges that he / she **ACCEPTS ALL THE AGREEMENT'S TERMS AND CONDITIONS, INCLUDING THE TERMS AND CONDITIONS OF THIS LICENCE.**

**L-12. Governing law and jurisdiction**

L-12.1 As with the rest of the Agreement, of which this Licence forms part, this Licence is governed by English law and the parties agree to submit to the jurisdiction of the courts of England.

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**SCHEDULE D**

**ACCREDITED SARA DAVISON BREAK-UP AND DIVORCE COACH PRACTITIONER & MASTER PRACTITIONER**

The following will apply to the use of the appended Logo (which appears here in watermarked, reduced size).

1. The Logo can only be used by an accredited Sara Davison Break-Up and Divorce Practitioner.
2. The appended image is a WORD copy of the Logo referred to in clause L-6.3.1 of the Licence granted by Sara Davison Global Enterprises Limited ("SDGE") to you; this version cannot be used by you under the Licence (see article 3, below).
3. As referred in clause L-6.3.3 of Schedule C, Licensor will send to Licensee a clear, full-size, colour JPEG version of the Logo; Licensee may only use this JPEG in their exercise of their rights under the Licence.
4. In using the JPEG, Licensee must adhere also to the Pantone number of each of the colours in the Logo; Licensor will send to Licensee a note of the Pantone numbers.



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## SCHEDULE E

### HEARTBREAK TO HAPPINESS VIRTUAL RETREAT AND HOW TO DIVORCE AN ABUSIVE PARTNER AND RECOVER FROM A TOXIC RELATIONSHIP VIRTUAL RETREAT SERVICE

#### 1. HEARTBREAK TO HAPPINESS VIRTUAL RETREAT.

- 1.1 As specified on page 1 of this Agreement, in point 1 (g) of the section titled "Introduction to SDGE's Agreement", SDGE offers its **online** Service: **"Heartbreak To Happiness Virtual Retreat"** programme. This Service includes access to SDGE's video programme **"Breakup Breakthrough"**.
- 1.2 The "Heartbreak To Happiness Virtual Retreat" programme works as follows:-
- SDGE provides Delegates with a series of 6 (six) **live Zoom webinars**, presented by Sara Davison, over a period of 6 (six) consecutive weeks;
  - The "Breakup Breakthrough" video programme is accessed by Delegates, as and when convenient to them, **between** each of the 6 (six) live webinars; this programme includes a workbook;
  - To enable Delegates to support one another, SDGE asks one of them to co-ordinate the setting-up of a private **Whatsapp group**;
  - The Whatsapp group will be composed of Delegates from that Virtual Retreat, only.
  - If a Delegate cannot receive a Zoom webinar, for any reason, they will be unable to receive its content, subsequently; please note that this inability is only due to the fact that the webinars cannot be recorded because of privacy considerations; and
  - In the event stated immediately above, no return of monies paid by the Delegate is possible.

#### 2. HOW TO DIVORCE AN ABUSIVE PARTNER AND RECOVER FROM A TOXIC RELATIONSHIP VIRTUAL RETREAT

- 2.1 As specified on page 1 of this Agreement, in point 1 (g) of the section titled "Introduction to SDGE's Agreement", SDGE offers its **online** Service: **"How to Divorce an Abusive Partner and Recover From a Toxic Relationship Retreat"** programme.
- 1.3 The **"How to Divorce an Abusive Partner and Recover From a Toxic Relationship Retreat"** programme works as follows:-
- SDGE provides Delegates with a series of 5 (five) **live Zoom webinars**, presented by Sara Davison, over a period of 5 (five) consecutive nights;
  - This programme includes a workbook;
  - To enable Delegates to support one another, SDGE asks one of them to co-ordinate the setting-up of a private **Whatsapp group**;
  - The Whatsapp group will be composed of Delegates from that Virtual Retreat, only.
  - If a Delegate cannot receive a Zoom webinar, for any reason, they will be unable to receive its content, subsequently; please note that this inability is only due to the fact that the webinars cannot be recorded because of privacy considerations; and
  - In the event stated immediately above, no return of monies paid by the Delegate is possible.

## SCHEDULE E

### **TERMS AND CONDITIONS RELATING SPECIFICALLY TO THE SARA DAVISON MASTER PRACTITIONER ACCREDITATION PROGRAMME**

**AS WITH THE GENERAL TS&CS, THESE TERMS AND CONDITIONS SHOULD BE READ CAREFULLY BY THOSE INTENDING TO BE A PARTICIPANT IN A MASTER PRACTITIONER ACCREDITATION PROGRAMME.**

1. **Basis of the Master Practitioner Accreditation Programme (AVAILABLE ONLY ONLINE AFTER THE LAUNCH OF THE COURSE WHICH WILL BE RUN AS LIVE WEBINARS IN OCTOBER 2021)**
- 1.1 **Please Note:** this Sara Davison Break-up and Divorce Coaching Master Practitioner Accreditation Programme has been devised specifically for **professional persons running or intending to run a business**. Therefore, all participants ("Participants") will be **accepted on the basis that they are business clients, or, by making the purchase of this Service, are deemed to be business**

**clients** - and, accordingly, the **consumer rules and regulations will not apply** to their purchase of this Programme.

- 1.2 Under this Master Practitioner Accreditation Programme, SDGE performs a Service which includes:  
 (i) training Participants to perform divorce-related services similar to those provided by SDGE;  
 (ii) accrediting those who complete the course satisfactorily (“**Accreditation**”); and  
 (iii) permitting those who gain Accreditation to use the logo (“Logo”) of SDGE (see Schedule D).
- 1.3 SDGE offers the Master Practitioner Accreditation Programme to Clients who wish to receive it by way of SDGE’s **ONLINE VIDEO package** (“**Online Video Participants**”) **only after the course has been launched as a live programme in October 2021.**
- 1.4 Please note: the terms of the license (the “**License**”) comprising article 12 of this Schedule E apply.
- 1.5 What is stated in this article 1 of this Schedule E is subject to the Terms and Conditions specified above in the General Ts&Cs and to the Ts&Cs specified in this Schedule E.
- 1.6 **SDGE can arrange for Sara Davison to supply PRIVATE COACHING ONLINE** (“**Private Coaching**”) to Practitioners or intending Practitioners, in respect of which the following will apply:  
 (i) For Private Coaching, an additional fee will apply, the amount of which will be negotiated between SDGE and the intending Private Coaching Participant, depending upon the means and extent of the desired instruction;  
 (ii) Private Coaching will be carried out in person when we can, but otherwise will be online;  
 (iii) The Private Coaching Service is subject to the Agreement, which includes the General Ts&Cs, as well as the Ts&Cs in this Schedule E and the License located at article 12 of this Schedule E.

## 2. Programme Payment

- 2.1 A booking for Participants will be secured only upon receipt of the agreed means of payment of the Accreditation Programme fee, as specified below in article 2.2 of this Schedule E.
- 2.2 SDGE offers the following payment packages:  
 (a) 1 (one) up-front payment; or  
 (b) 2 (two) monthly payments; or  
 (c) 3 (three) monthly payments; or  
 (d) 6 (six) monthly payments; or  
 (e) 12 (twelve) monthly payments.
- 2.3 The fees payable for each of the 5 options shown above in article 2.2 are shown on SDGE’s website.
- 2.4 The payment dates for each of the payment packages shown in article 2.2 above are as follows:

| Payment Package           | Payment Dates   |
|---------------------------|---|
| (a) 1 x up-front payment  | On the day that Participant makes payment online, Participant receives an automated email giving password and Programme access (“ <b>Access Day</b> ”).   |
| (b) 2 x monthly payments  | 1st instalment to be paid on Access Day;<br>2nd instalment to be paid 30 (thirty) days from Access Day.   |
| (c) 3 x monthly payments  | 1st instalment to be paid on Access Day;<br>2nd instalment to be paid 30 (thirty) days from Access Day.<br>3rd instalment to be paid 60 (sixty) days from Access Day.   |
| (d) 6 x monthly payments  | 1st instalment to be paid on Access Day;<br>2nd instalment to be paid 30 (thirty) days from Access Day.<br>3rd instalment to be paid 60 (sixty) days from Access Day.<br>4th instalment to be paid 90 (ninety) days from Access Day.<br>5th instalment to be paid 120 (one hundred and twenty) Access Day.<br>6th instalment to be paid 150 (one hundred and fifty) days from Access Day.   |
| (e) 12 x monthly payments | 1st instalment to be paid on Access Day;<br>2nd instalment to be paid 30 (thirty) days from Access Day.<br>3rd instalment to be paid 60 (sixty) days from Access Day.<br>4th instalment to be paid 90 (ninety) days from Access Day.<br>5th instalment to be paid 120 (one hundred and twenty) Access Day.<br>6th instalment to be paid 150 (one hundred and fifty) days from Access Day<br>7th instalment to be paid 180 (one hundred and eighty) days from Access Day<br>8th instalment to be paid 210 (two hundred and ten) days from Access Day<br>9th instalment to be paid 240 (two hundred and forty) days from Access Day<br>10th instalment to be paid 270 (two hundred and seventy) days from Access Day<br>11th instalment to be paid 300 (three hundred) days from Access Day |



|  |  |
|--|--|
|  | 12th instalment to be paid 330 (three hundred and thirty) days from Access Day |
|--|--|

- 2.5 Upon receipt of Participant's payment (whether full payment or first instalment payment) the Participant will be sent an email to confirm Participant's booking; until Participant has received the confirmation, no booking can be guaranteed.
- 2.6 All places are subject to availability at the time of SDGE's receiving Participant's cleared payment.
- 2.7 What is included in the Accreditation Programme booking, other than the content of the course, is specified on the Website.
- 2.8 For the avoidance of doubt, no Participant will receive SDGE's Accreditation until full payment has been received by SDGE.
- 3. Use of SDGE's Logo**
- 3.1 Participants who are awarded Accreditation may use of the Logo in their own Break-Up and Divorce Coaching practice (but for no other purpose).
- 3.2 Upon the granting of Accreditation, SDGE will license the use of the Logo, by Participant; such license ("License") is governed by these Ts&Cs; please note specifically the terms of article 13, below, of this Schedule E, which article comprises the License.
- 4. Removal of Accreditation / removal of use of Logo**
- 4.1 If, subsequent to the granting of the Accreditation, Participant engages in behavior which is grossly inappropriate, SDGE reserves the right to remove Participant's Accreditation
- 4.2 If, subsequent to the granting of the Accreditation, Participant misuses the Logo in contradiction of the terms of the License, SDGE reserves the right to require Participant to cease to use the Logo.
- 5. Complaints**
- 5.1 SDGE will make every effort to provide programmes for use on the Accreditation Programme to a standard that enables Participants to get the most from their participation in the Accreditation Programme.
- 5.2 If a problem does arise, Participant should inform SDGE of it immediately, when SDGE will use all reasonable efforts to attempt to address the difficulty.
- 6. Confidentiality**
- 6.1 Any information that Participant passes to Participant's trainer will be treated as entirely confidential by SDGE and will not be disclosed to others by SDGE, save in circumstances in which SDGE's withholding of such information might result in harm to Participant or to others or might lead to legal proceedings of any kind, or as may be required by the law of England and Wales.
- 6.2 Without prejudice to the generality of what is stated above in this article 11, Participant agrees and accepts that it is not possible to guarantee full protection of the confidentiality of information that is transmitted electronically through emails and computers connected to the internet which do not utilise top-level security, such as encryption protection.
- 6.3 Where training sessions are conducted in a group format, Participant agrees to maintain the confidentiality of all information communicated to Participant by Participant's coach and by SDGE's other participants in the training sessions.
- 6.4 The provisions relating to confidentiality stated in article 14 of the General Ts&Cs will also apply.
- 7. Change and Cancellation Policy**
- 7.1 Subject to what is stated in 7.2 below of this Schedule E, the following will apply to change and cancellation:
- 7.1.1 Once an Accreditation Programme has been booked and paid for, it can be changed or cancelled but only by giving us at least 30 (thirty) days' notice in writing prior to the Accreditation Programme start. An administration charge of £75.00 (seventy-five Pounds Sterling) will be made in these circumstances.
- 7.1.2 In some circumstances, Participant may be able to change Participant's Accreditation Programme date, subject to availability; whether or not Participant would then lose half of their booking fee, would be at the sole, unfettered discretion of SDGE; in the event of such a re-booking, SDGE will confirm Participant's new Accreditation Programme date, in writing.
- 7.2 **What is stated above in this article 7 is entirely at the discretion of SDGE and will be reviewed on an individual basis; SDGE may also require a medical certificate in the cases of illness.**
- 8. Liability and Loss**
- 8.1 SDGE will not be liable for, nor can it refund payment, in the event of a natural disaster, adverse weather conditions, or any other *force majeure* situation which would cause Participant's inability to participate in any or all parts of the Accreditation Programme.
- 8.2 Without prejudice to the generality of what is stated above in article 8.1 of this Schedule E, in and event stated in the said article 8.1, SDGE would use its reasonable endeavours to give Participant the opportunity to participate in the missed element or elements of Accreditation Programme at a later, mutually-agreed time.

- 8.3 Licensor will use its best endeavours regarding the quality and availability of the video materials, but due to the inherent instability of the internet, which is also capable of being hacked by third parties, Licensee acknowledges and agrees that SDGE will have no liability for any damage or loss of any nature to any person as a result of Licensee's inability to use the video materials at any time; internet users are urged to have and to maintain appropriate software to fight unlawful third-party interference with the electronic transmission / receipt of SDGE's materials.
- 8.4 In any event, SDGE's liability will be limited only to the refund of the full payment or of the instalments paid (whichever is appropriate) for Participant's Accreditation Programme and SDGE will not be liable for any other direct or indirect loss, cost or expense, of any nature, however caused.

## **9. Content / Coursework / Competence**

- 9.1 An overview of the course content of the Accreditation Programme is available on the Website.
- 9.2 The Accreditation Programme requires Participants to complete items of coursework ("Coursework").
- 9.3 It is understood and accepted by the Participant that in order to be granted Accreditation, he / she must achieve the level of competence deemed suitable by SDGE (at its sole discretion) in relation to both: (a) the nature of the Participant's participation in the Accreditation Programme training sessions and (b) the quality of the work presented by the Participant in the Coursework.
- 9.4 Participant agrees and accepts that SDGE will use its best endeavours to perform the Service with reasonable care and skill, therefore the following will apply:-
- 9.4.1 Participant confirms that he / she accepts that the nature of the Service being provided by SDGE is such that the benefits that he / she may achieve will be the result also of efforts made by Participant;
- 9.4.2 Therefore, by participating in SDGE's Accreditation Programme Participant acknowledges that the Programme's contents are provided with all reasonable care, skill and with experience;
- 9.4.3 Accordingly, Participant agrees that SDGE cannot (and does not) accept any liability in relation to Participant, save only as specified below in sub-article 8.6; and
- 9.4.4 SDGE cannot (and does not) give any warranty as to what Participant may achieve as a result of SDGE's training.
- 9.5 To the extent permitted by law, SDGE's maximum aggregate liability in relation to Participant is capped at what is recoverable by SDGE under its professional indemnity insurance cover from time to time; a copy of the relevant policy is available, on request.

## **10. Time for Performance of SDGE's Obligations**

- 10.1 The date or dates for performance of the Service or Services by SDGE are as set out in SDGE's Website; by agreeing to these Terms and Conditions, Participant is agreeing that the timescale for performing the Service or Services is "reasonable", as required by the Consumer Rights Act 2015.
- 10.2 Any subsequent alteration of agreed date or dates shall be regulated by the terms of articles 6 and 7, above, of this Schedule E and Participant agrees that this is "reasonable".

## **11. Breach of Contract**

- 11.1 If there is a breach of any of these conditions by the Participant, or if the Participant engages in behavior which is grossly inappropriate, SDGE reserves the right to terminate the Participant's participation in the Accreditation Programme and to require the Participant to leave.
- 11.2 In the event of such termination, there would be no refund to the Participant.

## **12. LICENCE FOR USE OF SDGE'S INTELLECTUAL PROPERTY RIGHTS ("IPR")**

### **LICENCE GRANTED BY SARA DAVISON GLOBAL ENTERPRISES LIMITED ("SDGE"), INCLUDING SDGE'S INTELLECTUAL PROPERTY RIGHTS NOTICES**

**THIS LICENCE agreement ("License")** is made on the date of the Agreement, of which this License forms part.

#### **BETWEEN**

**(1) SARA DAVISON GLOBAL ENTERPRISES LIMITED**, a limited company, having its registered office at Clay Barn, Ipsley Court, Berrington Close, Redditch, B98 0TD, United Kingdom, registered under company registration number 8599385, as referred to above in this Agreement ("**SDGE**", or "**Licensor**"); for the purposes of this License and of its intellectual property rights and of its intellectual property rights notices ("**IPR Notices**") which IPR Notices form part of this License, SDGE is represented by Sara Davison of Clay Barn, Ipsley Court, as aforesaid;

#### **AND**

**2) YOU**, a participant in a SDGE **Master Practitioner Accreditation Programme** whether the Programme is presented to You:

(a) in person (as a "**Face-to-Face Participant**") by the said Sara Davison; or

(b) via Online Videos ("**Online Video Participant**");

but in either case, under the Agreement of which this License forms part and where You are a Participant to whom, upon satisfactory completion of the Programme, SDGE awards accreditation ("**Accreditation**")

as Accreditation is defined below in Recital B of this License, the terms of this License apply to You, as the situation demands; in this License, You may be referred to as “You”, or “Licensee”.

#### **RECITALS:**

- (A) This License sets out the terms under which SDGE licenses to You the non-exclusive right to use the intellectual property rights of SDGE, but only to the extent specified below in this License.
- (B) SDGE will accredit a Participant who has participated in a qualifying Programme and who is regarded by Sara Davison as having satisfactorily completed the Programme (“Accreditation”).
- (C) **For the avoidance of doubt, the grant of this License is made subject to ALL of:**
  - (i) The Contract; and
  - (ii) The General Ts&Cs; and
  - (iii) The Ts&Cs which comprise Schedule E; and
  - (iv) The terms and conditions of this License, including those relating to the use of SDGE’s intellectual property rights (“IPR”) as referred to below in article L-1.2 and as detailed below in article L-6 of this License.
- (D) This License provides **IPR Notices** regarding SDGE’s intellectual property rights.
- (E) What is stated in this License shall also cover, as appropriate, **Private Coaching** for Practitioners or intending Practitioners.
- (F) **To avoid confusion with the rest of Schedule E, the articles and sub-articles in this License are given a “L” prefix** (i.e. standing for “License – e.g. “L-1”, “L-2”, “L-3”, etc.).

#### **THEREFORE, THE PARTIES AGREE AS FOLLOWS:-**

##### **L-1. Definitions**

- L-1.1 “Commencement Date” means the following: in any License granted by SDGE, the License will only commence to operate on the date the Licensor gives the Licensee the right to use the content included in the Practitioner Accreditation Programme.
- L-1.2 “IPR” means: the intellectual property rights of SDGE as set out in article L-6 of this License.

##### **L-2. The License; rights granted, their extent and territory**

- L-2.1 Licensor grants to Licensee, on the terms set out in this article L-15, a non-exclusive, non-transferrable License to use, for Licensee’s learning purposes, the Accreditation Programme’s materials (whether received by Licensee in hard-copy format, or as Online Videos; or, as regards the Manual, downloaded as Online Accompanying Material); such materials comprise part of Licensor’s IPR and Licensee agrees to these terms;
- L-2.2 The License will run from year to year, subject to Licensor’s written agreement, on each anniversary, to renew it; such renewal permission by Licensor will not unreasonably be denied; though (by way of example and not exclusively) abuse of the Licensor’s IPR would be a cause for Licensor to refuse to renew.
- L-2.3 The grant of use referred to above in article L-2.1 of this License is only for the Licensee’s permitted purpose of carrying out their own break-up and divorce coaching practice and any breach of this by Licensee shall result in immediate termination of the Agreement including this License.
- L-2.4 This License is personal to the Licensee and does not include any right for Licensee to assign or otherwise grant any sub-license regarding the IPR.
- L-2.5 As a Licensee may reside anywhere in the world, it is a fundamental part of their acceptance of SDGE’s Ts&Cs that they agree that, to the extent that it is lawful, English law will govern all aspects of this License, as stated below in article L-12 of this License; in the event of Licensee’s refusal to accept the jurisdiction of English Law, Licensee must not proceed further with this License and thus must not proceed further with the Agreement of which this License forms part.
- L-2.6 The territory (“**Territory**”) for which the License is granted is the country in which the Licensee normally resides according to English law.

##### **L-3. License Fee**

- L-3.1 In consideration of the grant made in this License, Licensee shall pay to Licensor an annual license fee (“License Fee”) as follows:
  - (a) in the first year of the License, Licensee will pay to Licensor a Licence Fee of £1 (one Pound) per annum, if asked by Licensor;
  - (b) on the anniversary of commencement (“Anniversary”) in respect of any second and / or subsequent year of the License, Licensee will pay to Licensor an annual License Fee of £97.00 (ninety-seven Pounds); and
  - (c) Where appropriate, VAT will be added to the License Fee.

##### **L-4. Duration**

- L-4.1 This Agreement shall commence on the Commencement Date and shall continue in force from year to year (each such year being a “Contract Year”) until / unless terminated under clause L-2.2 or clause L-5 of this License.

##### **L-5. Termination**

- L-5.1 Either party may terminate this License by giving the other 3 (three) months’ notice in writing.

L-5.2 Where the termination is made by Licensee during a Contract Year, no License Fee paid by the Licensee for that Contract Year during which the termination is made will be repayable by Licensor for any such termination made before the end of that Contract Year.

L-5.3 Licensor may terminate this License immediately, without prejudice to its other remedies, by notice of termination in writing to Licensee, in the event that Licensee:

- (a) commits any breach of the Ts&Cs of this License and / or of the Agreement of which this License forms part (provided that if the breach is capable of remedy, the notice of termination shall only be given if the Licensee shall not have remedied the same within 1 (one) month of having been given notice of termination in writing specifying the breach and requiring it to be remedied);
- (b) does not pay the License Fee in full when due;
- (c) engages in any activity whatsoever, whether on social media or otherwise, that brings or may bring into disrepute the SDGE brand and / or any of its employees, including Sara Davison; or
- (d) infringes any of SDGE's IPR, as such IPR are detailed below in article L-6 of this License.

L-5.4 Upon the termination of this License, for whatever reason, Licensor shall be entitled to retain the License Fee paid for the current Contract Year; termination shall not otherwise affect the accrued rights of Licensor arising in any way out of this License as at the date of termination and in particular (but without limitation) Licensor's right to recover damages from Licensee.

L-5.5 On termination of this License, for whatever reason, the following will apply:

- (i) Licensee will immediately cease to use the IPR;
- (ii) Licensee shall immediately destroy any/all copies of the IPR, in any other form, in its possession;
- (iii) Licensee shall send promptly to Licensor a written confirmation of destruction of such IPR.

L-5.6 Termination by Licensor of this License and / or of the Agreement of which this License forms part would be without prejudice to any other rights Licensor may have regarding any breach.

L-5.7 All provisions of this License required in order to give effect to their meaning need to survive its termination, therefore such provisions shall remain in full force and effect after termination.

## **L-6. SDGE's IPR.**

The following will apply to the IPR of SDGE and to aspects which are related to the IPR and which form a fundamental part of this License.

### **L-6.1 The following will apply to SDGE's COPYRIGHT:-**

L-6.1.1 The copyright ("**Copyright**") of SDGE (including, but not solely, its content and format) is protected by the laws of England governing copyright and is the exclusive property of SDGE.

L-6.1.2 SDGE's Copyright includes (but not necessarily exclusively) the following:

- SDGE's Master Practitioners' Manual;
- SDGE's Training Workbook;
- SDGE's Course Work Documentation; and
- SDGE's On-line Tuition Programme.

L-6.1.3 For the avoidance of doubt, Copyright relates not to an idea, but to the physical expression of an idea; thus (by way of example, but not necessarily exclusively) the physical expression by SDGE of the content of the Master Practitioner's Manual is protected by Copyright and any infringement of such Copyright will be pursued vigorously by SDGE, to the full extent of the law.

L-6.1.4 It should be noted particularly that in the absence of the Permitted Use (as "Permitted Use" is defined below in article L-6.1.5) the following will apply:

- Materials (as "Materials" are defined below in article L-6.1.5) may not be reproduced, in whole or in part;
- No part of the Materials' contents may be used by You for commercial or database purposes;
- Materials may not be stored in any form (whether public or private directory or system); and
- Materials may not be distributed, whether by paper, email, other electronic methods, or by any other means.

L-6.1.5 Without prejudice to what is stated above in articles L-6.1.3 and L-6.1.4 of this License, it is understood that Licensee may wish to use in their business (only) some of the content and format of SDGE's materials protected by Copyright and Database Rights ("**Materials**"); therefore, SDGE agrees, on a non-exclusive basis, that Licensee may make a limited use of the materials ("**Permitted Use**") subject always to what is stated, below, in article L-6.1.6 of this License.

L-6.1.6 It is a strict provision of this License that the Permitted Use does not infringe SDGE's Copyright, therefore the Licensee should note particularly the following:-

L-6.1.6.1 SDGE pursues all actual and/or potential breaches of its Copyright with the full force of the law.

L-6.1.6.2 In the event of an actual / possible copyright infringement issue, the English courts generally apply at least the following "tests" to assess whether SDGE's Copyright has been breached:

- (a) a consideration of whether any content of a potential infringer is substantially similar to SDGE's Materials; and
- (b) in considering article L-6.1.6.2 (a) above, the English courts would decide on the basis of the "quality" of the content used by a potential infringer (rather than on the basis of the "**quantity**" of the content used by him / her - i.e. in their considerations, the English courts would not tend to focus on a basis of "percentage" of content used, in deciding upon infringement).

L-6.1.7 Where Licensee makes a Permitted Use of the Copyright and / or Database Right of SDGE as referred to above in article L-6.1.5 of this License, it is on the strict understanding that such use is only to be made by Licensee (and by no third parties) and is only to be used in relation only to Licensee's break-up and divorce practitioner practice and for no other purpose.

**L-6.2 The following will apply to PASSING-OFF:-**

L-6.2.1 It is strictly prohibited for You to engage in any aspect of Passing-Off, by which You attempt to trade as SDGE and / or as Sara Davison, or to state or imply that You are professionally associated with SDGE and / or Sara Davison.

L-6.2.2 Any infringement of the prohibition stated above in article L-6.2.1 of this License shall result in immediate termination of this License.

**L-6.3 The following will apply to TRADE MARK:-**

L-6.3.1 Under this License, Licensor will license to Licensee, on a non-exclusive basis, the use of SDGE's trade mark ("**Trade Mark**") being the logo for an **Accredited Sara Davison Master Practitioner** ("**Logo**"); the Logo must be used only in accordance with the instructions shown in Schedule E to this Agreement; obviously, the Logo to be used by the Accredited Participant would not be marked "copyright".

L-6.3.2 Licensee may use SDGE's Logo in Licensee's business, provided always that Licensee adheres to the terms and conditions of this License, including payment of the License Fee.

L-6.3.3 Upon Licensor's granting to Licensee his / her Accreditation, Licensor shall send to Licensee a good copy of SDGE's Logo, for use by Licensee as agreed under this License.

**L-7. Consequences of unauthorised use of the IPR.**

Any unauthorised use by Licensee of the IPR will result in either or both of: (a) cancellation by Licensor of this License; and / or (b) legal action being brought by Licensor.

**L-8. No Warranties / No Liabilities / Liquidated Damages**

L-8.1 While every effort has been made to ensure the accuracy of SDGE's Materials, neither SDGE nor Sara Davison will be held responsible for any errors or omissions in any of the said Materials, as explained further, below, in this article L-8 of this License.

L-8.2 SDGE makes no representations about **and gives no warranties of any kind** (express or implied) concerning the completeness, accuracy, reliability, current validity, or suitability of any data or material provided in its Programmes and / or in its other Materials, or about the data, products, services, or related graphics contained in its Reports and / or Website, for any purpose.

L-8.3 For the avoidance of doubt, SDGE makes no representations about **and gives no warranties of any kind** (express or implied) that the tuition given in the Programmes or other materials of SDGE will guarantee the results that the Licensee divorce practitioner seeks, because the abilities and efforts of the Licensee must always be a major, contributory factor towards his / her own success.

L-8.4 **ACCORDINGLY, LICENSEE UNDERSTANDS AND AGREES THAT NEITHER SDGE NOR SARA DAVISON SHALL HAVE ANY LIABILITY UNDER THIS LICENCE, WHETHER REGARDING ANY PART OF THE RESULTS ACHIEVED BY THE LICENSEE, OR OTHERWISE.**

L-8.5 **For the avoidance of doubt**, nothing in this Licence or in SDGE's Ts&Cs affects SDGE's liability for death or personal injury arising from its negligence, nor its liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under the law of England which regulates this Agreement.

L-8.6 For the avoidance of doubt, all SDGE's materials (whether delivered Face-To-Face, or via Online Video, or via Private Coaching) are supplied without any warranties at all, this disclaimer being a basic premise of this Agreement and use by Licensee of the said materials is only authorised by SDGE on the basis of this disclaimer.

**L-9. Price**

The current fee for the Accreditation Programme (in whichever format received by Participant) will be shown on the Website, stating that taxes (as appropriate) will be included.

**L-10. License's Specific Restrictions**

Unless otherwise permitted by Licensor, in writing, in advance, Licensee may not engage in any of the following in relation to any part of the Master Practitioner Accreditation Programme:

(i) copying (other than as permitted under article L-6.1.5 of this License);

(ii) selling, lending, renting to third parties, sub-licensing, or otherwise transferring in any way the rights of Licensor in any of the materials comprising the Programme;

(iii) modifying or creating derivative works in the Programme's subject matter (whether hard copy, or related to downloaded Online Accompanying Material);

(iv) translating (or arranging to have translated) any part of the Programme;

(iv) removing or altering any copyright, logo, or other proprietary notices relating to the video materials; and / or

(v) broadcasting, placing on social media, or permitting any third party to use any of the Programme's materials (including video materials) in whole or in part, in any way.

**L-11. Acceptance of the terms of this License**

By forming a contract with SDGE (or via the agents of SDGE) regarding the Agreement, of which this License forms part, Licensee acknowledges that he / she **ACCEPTS ALL THE AGREEMENT'S TERMS AND CONDITIONS, INCLUDING THE TERMS AND CONDITIONS OF THIS LICENCE.**

**L-12. Governing law and jurisdiction**

L-12.1 As with the rest of the Agreement, of which this License forms part, this License is governed by English law and the parties agree to submit to the jurisdiction of the courts of England.

\*\*\*\*\*

**ELECTRONIC ACCEPTANCE.**

FOR

**Clients and prospective Clients of SDGE:** The Agreement (comprising the Agreement and the Ts&Cs relevant to your required Service or Services) and, where relevant due to the Service purchased, the Licence Agreement for the use of SDGE's Logo, shall all be **deemed to be duly accepted by Client only** if Client clicks the "Accept" button at the end of this Agreement and at the end of these Ts&Cs.

AND

**Clients and prospective Clients of SDGE + SDGE Website Users who are not Clients of SDGE:** In the event that any of these documents and / or the Website contain an element to which you are **unwilling to give your agreement, then you must immediately cease to use** the Website and / or the other Services that SDGE offers.

AND

In relation to the "**How To Grow A Successful Coaching Business In 90 Days**" (being the business coaching programme run by Janice and Brian Muldoon) this programme participant's Electronic Acceptance of these Ts&Cs will denote that you agree that SDGE will take the payment (via SDGE's relationship with the Kajabi Hosting Platform) on behalf of Janice and Brian. For the avoidance of doubt, neither: (a) SDGE, on the one part, nor (b) Janice and / or Brian on the other part, is an agent of the other party.

**ELECTRONIC ACCEPTANCE:**

**ACCEPT**