



ALL-INCLUSIVE MEMBERSHIP PROGRAMME: STANDARD TERMS & CONDITIONS

Background

These Standard Terms & Conditions, together with any documents referred to therein, set out the terms on which You can purchase a membership subscription to our All-Inclusive Membership Programme (the **Membership**). Please read these Standard Terms & Conditions carefully and ensure that You understand them before agreeing to purchase a subscription to the Membership. If You do not agree to be bound by these Standard Terms & Conditions, You will not be able to purchase a subscription to the Membership.

1. Definitions and Interpretation

In these Standard Terms & Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means an account created by Us through which You may be given access to the Membership Materials;
“Agreement”	means the agreement between You and Us pursuant to which We shall provide a subscription to the Membership to You, on the terms set out in these Standard Terms & Conditions;
“Commencement Date”	means the date of the Order Confirmation;;
“Confidential Information”	means information which is confidential in nature or which is or may be commercially sensitive, and which is disclosed as a result of or in connection with Your participation in the Membership. Confidential Information may include (but is not limited to): (1) information of a secret, sensitive or confidential nature which is disclosed by You to Us in the course of the Membership; (2) information of a secret, sensitive or confidential nature which is disclosed in the course of the Membership by another Member, whether to You individually or in the context of group discussions; and (2) information of a secret, sensitive or confidential nature relating to Our business, dealings, affairs, practice, finances, trading, software or know-how, and includes any Membership Materials; and in each case, whether that disclosure is made orally or in writing, and whether or not the information is expressly stated to be confidential or marked as such.

“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015 who enters into a contract for purposes wholly or mainly outside the purposes of any business;
“Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data;
“Fees”	means the fees payable by You for the Membership Subscription in accordance with Clause 6;
“Intellectual Property Rights”	means: (a) any and all rights in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights), trade, business and company names, internet domain names and email addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights in or in relation to Our Confidential Information; (d) rights of the same or similar effect or nature as or to those in paragraphs (a), (b) and (c) which now or in the future may subsist; and (e) the right to sue for past infringements of any of the foregoing rights;
“Member”	means a member from time to time of the Membership programme provided by Us;
“Membership”	means the All-Inclusive membership programme provided by Us to You under the terms set out in these Terms & Conditions;
“Membership Materials”	means any and all materials which We may provide to You or to which You may have access during the membership;
“Membership Subscription”	means Your subscription to the Membership;

“Order”	means Your order for a Membership Subscription;
“Order Confirmation”	means Our acceptance and confirmation of Your Order;
“Our Site”	means our website at www.simplifeyecpd.com
“Platform”	means the online platform through which We may release any Membership Materials to You from time to time;
“Term”	shall have the meaning set out in Clause 2.5;
“Us” or “We”	means Ellie Wilkinson, trading as Simplifeye CPD whose trading address is at 3 Higher Terrace, Ponsanooth, TR3 7EW]; and
“You”	means the person to whom We shall provide the Membership Subscription under the Agreement.

2. How the Agreement is formed

- 2.1 Our Site will guide You through the process of placing Your Order.
- 2.2 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer to purchase a Membership Subscription, subject to these Standard Terms & Conditions, which We may accept. Our acceptance is indicated by sending You an Order Confirmation by email. Only once We have sent You an Order Confirmation will there be a legal, binding Agreement between You and Us.
- 2.3 If, for any reason, We cannot accept Your Order, then any Fees paid by You will be refunded to You as soon as possible.
- 2.4 We shall provide the Membership Subscription to You on the terms set out in these Standard Terms & Conditions, which are incorporated into the Agreement.
- 2.5 The Agreement shall come into force on the Commencement Date and shall continue until it is terminated in accordance with Clauses 9 – 10.
- 2.6 This Membership is intended for business purposes, and is not suitable for Consumers. By entering into the Agreement, You warrant that You are purchasing the Membership Subscription wholly or mainly for the purposes of a business, and not as a Consumer.

3. The Membership

- 3.1 A description of the Membership appears on Our Site.
- 3.2 We shall make all reasonable efforts to ensure that the general description of the Membership which appears on Our Site corresponds to the actual Membership that will be provided to You. However, We reserve the right to update and/ or change the precise nature and contents of the Membership from time to time, at Our sole discretion.
- 3.3 The Membership provided by Us (and any persons engaged by Us) will at all times be under Our exclusive supervision, direction and control.
- 3.4 We shall make the Membership Subscription available to You for the Term on the terms set out in these Standard Terms & Conditions. If you choose not to access the

Membership Materials or any live sessions that may (at Our discretion) be included in the Membership, You will not be entitled to any refund of Fees.

- 3.5 We expect You to satisfy yourself that the Membership will meet Your needs. We do not make any guarantee that You or Your business will obtain a particular outcome or result (financial or otherwise) or other opportunity from the Membership. Decisions as to whether and how to incorporate the principles covered in the Membership into Your life or business are entirely Your responsibility, and results for each client are different depending on a number of factors which are outside Our control
- 3.6 You understand that any testimonials provided on Our Site and Our marketing communications do not and are not intended to represent or guarantee that You or any other Member will receive the same or similar results. Results differ from Member to Member and are dependent on many factors including the relevant Member's commitment and effort.
- 3.7 You understand that the Membership is not intended to be a substitute for legal, financial, tax or other professional advice, and that it is Your responsibility to seek such independent professional advice where necessary.

4. Our obligations

- 4.1 In providing the Membership to You, We shall act at all times with reasonable skill and care, consistent with prevailing standards in the business membership industry in the United Kingdom.
- 4.2 We shall ensure that any persons engaged by Us to provide the Membership to You have the requisite skills and experience to provide that Membership.
- 4.3 We will make every reasonable effort to provide the Membership in a timely manner. In certain circumstances, including (but not limited to) where We encounter a technical issue, We may need to postpone the delivery of a live session, and/ or Your access to any Membership Materials. We shall use all reasonable endeavours to resolve any such issues. However, We shall not be liable for any delay in the provision of the Membership or access to the Membership Materials due to technical issues or circumstances outside Our control.
- 4.4 Our obligations to You under the Agreement are limited to providing the Membership. Any request You may make for additional advice or assistance outside the scope of the Membership described on Our Site shall not be included in the Fees. We may at Our sole discretion decline to deal with any such request. If We do agree to deal with any such additional request under this Clause 4.4, We may impose an additional charge for Our time. Any such charge will be agreed with You in advance.
- 4.5 We shall not be responsible for the contents of any advice and support given to You by other Members in the course of the Membership. We have no obligation to check and correct any incorrect or inaccurate advice which may be given by Members.
- 4.6 We undertake that, during the course of the Agreement and after its termination, We will not disclose or use Confidential Information disclosed by You to Us in connection with Your participation in the Membership unless:
 - 4.6.1 You have given Your written consent in advance;
 - 4.6.2 the Confidential Information becomes public knowledge other than by reason of Our unauthorised disclosure;
 - 4.6.3 the Confidential Information is provided to Us by a third party without breach of any obligation to You; or
 - 4.6.4 We are required as matter of law to disclose that Confidential Information.

5. Your obligations

- 5.1 You may need to create an Account on Our Site or on the Platform to access Membership Materials, which will be accessed by entering a user ID and a password (together the **Log In Details**). You agree that You will not under any circumstances share Your Account or Your Log In Details with any other person. If You believe that Your Account or Your Log In Details are being used without Your permission, You must contact Us immediately at info@simplifeyecpd.com.
- 5.2 You understand and acknowledge the importance of the Confidential Information and Intellectual Property to Our business, and of preserving the confidentiality of any information disclosed by other Members. You accordingly warrant and undertake to comply at all times with Your obligations in relation to the Confidential Information and Our Intellectual Property Rights as set out in Clauses 7 and 8 below.
- 5.3 When communicating in any way during the Membership, You must not communicate or otherwise do anything that:
 - 5.3.1 is obscene, offensive, hateful or otherwise inflammatory;
 - 5.3.2 promotes or assists in any form of unlawful activity;
 - 5.3.3 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, marriage or civil partnership, pregnancy or maternity, religion or belief, nationality, disability, gender reassignment, sexual orientation or age;
 - 5.3.4 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 5.3.5 is calculated or otherwise likely to deceive;
 - 5.3.6 is intended to or is likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that You do not have a right to;
 - 5.3.7 claims expertise or professional knowledge or experience which You do not possess;
 - 5.3.8 otherwise infringes the terms of use of Our Site or the Platform.
- 5.4 We reserve the right to suspend or terminate Your participation in the Membership and/ or Your access to the Membership Materials if You materially breach the provisions of this Clause 5 or any of the other provisions of the Agreement. If We suspend or terminate Your participation in the Membership under this Clause 5.4, no refund shall be due to You in respect of the Fees (or any part of them).

6. Membership Subscription Fees

- 6.1 In consideration for Us providing the Membership Subscription to You, You agree to pay the Fees in accordance with this Clause 6.
- 6.2 The Fees for the Membership shall be the annual or monthly Membership Fees displayed on Our Site at the time of Your Order, and are payable via the payment gateway on Our Site.
- 6.3 Any fees charged by Your bank or Your debit or credit card provider in connection with Your payment of the Fees are for Your own account and We shall not be responsible for these.
- 6.4 You shall be responsible for all costs You incur in connection with Your access to the Membership, any live sessions and any Membership Materials.

- 6.5 If the Fees are not paid in accordance with this Clause 6, We reserve the right to:
- 6.5.1 charge interest on any overdue sum at the rate of 4% per annum above the base rate of the Bank of England from time to time. Interest under this Clause 6.5.1 will accrue from the due date for payment until the actual date of payment of the overdue sum, and is payable on demand;
 - 6.5.2 suspend Your access to the Membership until payment of all outstanding Fees (together with any interest charged under Clause 6.5.1 above) is made in full; and/ or
 - 6.5.3 terminate the Agreement, in accordance with Clause 10.1.
- 6.6 We make all reasonable efforts to ensure that the Fees shown on Our Site are correct at the time of going online. We reserve the right to change the Fees and to add, alter or remove special offers from time to time and as necessary. Changes in the Fees will not affect You if You have already entered into the Agreement.

7. Confidential information

- 7.1 As a result of Your participation in the Membership, You may receive Confidential Information (including but not limited to the Membership Materials). You may also be privy to Confidential Information (including secret, sensitive or otherwise confidential information) disclosed by or relating to other Members.
- 7.2 You undertake that You will, at all times during the continuance of the Agreement and after its termination:
- 7.2.1 keep confidential all Confidential Information;
 - 7.2.2 not disclose (either directly or indirectly) any Confidential Information or any information relating to any Member to any other person;
 - 7.2.3 not use any Confidential Information other than for the purpose of Your participation in the Membership and subject to the Agreement; and
 - 7.2.4 not make any copies of, record in any way or part with possession of any Confidential Information or any information relating to any Member.
- 7.3 The obligations contained in this Clause 7 shall survive the Agreement.

8. Intellectual property

- 8.1 All Intellectual Property Rights subsisting in Our Site and in the Membership Materials shall at all times remain Our exclusive property (or the property of Our licensors, as appropriate). Nothing in the Agreement shall vest in You any rights in the Membership Materials or any other material provided by or belonging to Us (or Our licensors, as appropriate).
- 8.2 When We provide You with access to the Membership Materials, We will grant You a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and use the Membership Materials for the purposes of Your business. The licence granted to You does not give You any rights in the Membership Materials (including any materials that We may licence from third parties).
- 8.3 You may not, for the term of the Agreement and at any time after its termination:
- 8.3.1 copy, record, reproduce, modify, rent, sell, publish, republish, sub-licence, post, broadcast, distribute, share or otherwise transmit the Membership Materials (or any part of them) or make the Membership Materials (or any part of them) available to any other person;

- 8.3.2 use the Membership Materials in the provision of any other membership, course, training or mentoring; or
 - 8.3.3 without prejudice to the generality of Clause 8.3.1, record any live session which may be provided as part of the Membership, without our advance written consent.
- 8.4 If You become aware of any actual or threatened infringement of Our Intellectual Property Rights, You agree to inform Us immediately in writing.

9. Cancellation by You

- 9.1 You may cancel the Agreement by selecting the 'Cancel My Membership' option in your user profile on the Platform. That cancellation will take effect on the day immediately preceding the day on which Your next Membership Subscription Fees would have been due, but for Your cancellation.
- 9.2 If you cancel the Agreement under Clause 9.1:
 - 9.2.1 You shall not be entitled to any refund of the Membership Subscription Fees (or any part thereof) already paid by You; and
 - 9.2.2 You shall not be liable to pay any further Membership Subscription Fees after the date on which Your notice of cancellation takes effect.

10. Our right to terminate the Agreement

- 10.1 We shall have the right to terminate the Agreement immediately if:
 - 10.1.1 You breach any of the terms of the Agreement including but not limited to:
 - 10.1.1.1 Your obligations as set out in Clause 5;
 - 10.1.1.2 Your obligation to pay the Fees in full and on time, in accordance with Clause 6; or
 - 10.1.1.3 Your obligations in respect of the Confidential Information (Clause 7) and Our Intellectual Property (Clause 8);
 - 10.1.2 You cease to carry on business, are declared bankrupt or enter into an insolvency or administration procedure or voluntary arrangement or composition with creditors; or
 - 10.1.3 You have in Our reasonable opinion acted in such a way as might affect Our goodwill or reputation, or Our ability to deliver the Membership to You or to other Members.
- 10.2 We shall have the right to terminate the Agreement if an Event Outside Our Control occurs that continues for more than 60 days, or if We are unable to provide or continue to provide the Membership due to the non-availability of the necessary personnel and/ or materials, or for technical reasons.
- 10.3 We shall have the right to terminate the Agreement, at any time and for any reason, on 30 days' written notice.
- 10.4 If We terminate the Agreement under this Clause 10:
 - 10.4.1 You shall not be entitled to any refund of the Membership Subscription Fees (or any part thereof) already paid by You as at the date of Our termination; and
 - 10.4.2 You shall not be liable to pay any further Membership Subscription Fees after the date on which Our notice of termination takes effect.

11. Effects of cancellation or termination

- 11.1 Upon cancellation, termination or expiry of the Agreement:

- 11.1.1 any outstanding Fees due from You to Us under the Agreement shall become immediately due and payable;
- 11.1.2 The licence referred to in Clause 8.2 shall terminate;
- 11.1.3 You will cease to have access to the Membership and (unless We agree otherwise) the Membership Materials;
- 11.1.4 You undertake (if We so request) to destroy any soft or hard copies of the Membership Materials that are in Your possession, custody or control, and to confirm to Us in writing that You have done so;
- 11.1.5 You and We agree not to engage in any conduct or communications, public or private, intended or likely to have the effect of disparaging the other or damaging their interests;
- 11.1.6 We shall have no obligation to return to You or remove any written or recorded content contributed by You in the course of Your participation in the Membership included to any recorded live sessions or any group associated with the Membership;
- 11.1.7 all clauses of the Agreement which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 11.1.8 termination or cancellation shall not affect any remedy which the terminating party may have in respect of the event giving rise to the termination or cancellation or in respect of any breach of the Agreement which existed at or before the date of termination; and
- 11.1.9 subject as provided in this Clause 11, and except in respect of any accrued rights, neither party shall be under any further obligation to the other.

12. Our liability

- 12.1 We make reasonable efforts to ensure that any Membership Materials We provide are accurate, complete and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) in this regard. We are under no obligation to update the Membership Materials after they are provided to You.
- 12.2 We shall not be liable to You for any inaccuracy in any information provided in the course of the Membership and/ or in the Membership Materials, or for any reliance by You on any such information.
- 12.3 We shall not be liable in respect of any loss of profit, loss of business, interruption to business, loss of business opportunity, loss of goodwill or reputation or any indirect, special or consequential loss or damages.
- 12.4 We shall not be responsible for the contents of any advice and support given to You by other Members in the course of the Membership. We have no obligation to check and correct any incorrect or inaccurate advice which may be given by Members. It is Your responsibility to check and confirm the content of any such advice with an appropriate professional.
- 12.5 Without prejudice to the generality of Clauses 12.1 - 12.4, all warranties and representations are excluded to the fullest extent permitted by law.
- 12.6 Our total liability to You in respect of any claims arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Membership Subscription Fees paid by You to Us under the Agreement.

- 12.7 Nothing in the Agreement seeks to exclude or limit Our liability for death or personal injury caused by Our negligence, or for fraud or fraudulent misrepresentation, or for any other liability which cannot be excluded by English law.
- 12.8 The provisions of this Clause 12 shall survive the termination or expiry of the Agreement.

13. Events outside Our control

We shall not be liable for any failure or delay in performing Our obligations under the Agreement where that failure or delay arises from a cause or event that is beyond Our control. Such causes or events may include, but are not limited to: power failure, internet service provider failure, service interruptions, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic, pandemic or other natural disaster or any other event that is beyond Our reasonable control.

14. Data Protection

- 14.1 All personal information that You and We may use shall be collected, processed and held in accordance with the provisions of the Data Protection Legislation and the data subjects' rights (including the rights of the parties to the Agreement) under the Data Protection Legislation.
- 14.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to the Privacy Notice which is available on request or on Our Site.
- 14.3 You understand that any live sessions we may provide as part of the Membership may be recorded and made available to view by Members. You hereby consent to Us recording, storing and using any such live sessions including Your voice and likeness and image in accordance with the Data Protection Legislation.
- 14.4 By entering into the Agreement, You consent to Us holding, processing and accessing Your personal and special category or sensitive personal data for all purposes relating to provision of the Membership under the Agreement, in accordance with Our Privacy Notice and this Clause 14.

15. No Waiver

No failure or delay by Us in exercising any of Our rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by Us of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

16. Assignment, Sub-Contracting and Third Party Rights

- 16.1 We may transfer (assign) Our rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to a third party who will be bound by them.
- 16.2 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission.
- 16.3 We shall be entitled to perform any of Our obligations under the Agreement through suitably qualified and skilled sub-contractors.
- 16.4 The Agreement is between You and Us. No part of the Agreement is intended to benefit or confer rights on any other person, and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

- 16.5 Subject to the above provisions of this Clause 16, the Agreement shall continue and be binding on Your and / or Our transferee, successors and assigns, as required.

17. Severance

In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

18. Entire Agreement

- 18.1 The Agreement contains the entire agreement between You and Us with respect to its subject matter and supersedes and extinguishes all previous agreements, assurances, warranties, representations and understandings between You and Us with respect to its subject matter.
- 18.2 You and We acknowledge that, in entering into the Agreement, You and We do not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in the Agreement, and shall have no remedies in respect thereof.

19. Amendments to these Standard Terms & Conditions

We may revise these Standard Terms & Conditions from time to time. If We make changes to these Standard Terms & Conditions which will materially affect Your rights or obligations under the Agreement, We will give You written notice of the changes before they take effect, and provide details of how to cancel if You do not agree with them.

20. Contact details, feedback and complaints

- 20.1 If You wish to contact Us with general questions, You may contact Us by email at info@simplifeyecpd.com. For matters relating to cancellations, please see Clause 9 above.
- 20.2 We always welcome feedback from Our clients, and will use all reasonable endeavours to ensure that Your experience of the Membership is a positive one. If You do have any complaint or issues with the Membership or services provided by Us, please contact Us as soon as possible at info@simplifeyecpd.com. We will work collaboratively with You to resolve any such issues in a constructive way.

21. Law and Jurisdiction

- 21.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 21.2 Any dispute, controversy or claim arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts of England & Wales.