

# 'THE RICHER LIFE PROGRAMME – TERMS & CONDITIONS'

## 1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

**Client:** the person that is receiving the Richer Life Programme from Us;

**Contract:** the contract between the Employer and Us for the provision of the Richer Life Programme incorporating these Terms, the Enrolment Form and the Offer Form and which shall come into existence in accordance with clause 3.4;

**Contract Date:** the date that We issue the written acceptance to You in accordance with clause 3.4;

**Cooling Off Period:** the period commencing on the Contract Date and ending 7 days after the Contract Date or 48 hours before the scheduled starting time of the first session of the Richer Life Programme (whichever occurs sooner);

**Distance Contract:** any Contract that is concluded without face to face contact between You and Us including, but not limited to, any Contract concluded by telephone, via Our website or by email or post;

**Doorstep Contract:** any Contract that is concluded in Your own home;

**Employer/You/Your:** the person, firm or company that is purchasing the Richer Life Programme from Us;

**Event Outside Our Control:** is defined in clause 18.2;

**Enrolment Form:** the enrolment form for the Richer Life Programme completed by the Employer;

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

**Investment Plan Fees:** the fees for the Payment Plan Options as set out on the Offer Form and the Enrolment Form;

**Offer Form:** the form provided by Us to the Employer describing the Richer Life Programme and setting out the Payment Plan Options;

**On-Premises Contract:** any Contract which is concluded at Our business premises;

**Payment Plan Options:** each of the three payment plan options set out in the Offer Form and the Enrolment Form which are known as 'Investment Option 1', 'Investment Option 2' and 'Investment Option 3';

**Richer Life Programme:** the services that We are providing to the Client as set out in the Offer Form;

**Standard Cancellation Fee:** £175.00 plus VAT (£210.00 in total);

**Supplier Materials:** any materials, equipment, documents and other property used by Us in the provision of the Richer Life Programme;

**Termination Fee:** the right for Us to retain some of the Investment Plan Fees as set out in clause 10.3;

**Terms:** the terms and conditions set out in this document;

**Therapy Contract:** the therapy contract describing the Richer Life Programme which We will provide to the Client at the first session of the Richer Life Programme; and

**We/Our/Us:** Claire Rich Limited, a company registered in England and Wales under company number 08139868 and with Our registered office at 163 - 164 Moulsham Street, Chelmsford, Essex, CM2 0LD. Our registered VAT number is 185902091.

1.2 When we use the words "writing" or "written" in these Terms, this includes emails.

## 2. HOW TO CONTACT US

2.1 You may contact Us by telephoning 01245 444105, by e-mailing Us at [richerlife@clairerich.com](mailto:richerlife@clairerich.com) or writing to Us at Claire Rich Limited, 5 Chuzzlewit Drive, Newlands Spring, Chelmsford, Essex, CM1 4XQ.

## 3. OUR CONTRACT WITH YOU

3.1 These are the terms and conditions on which We supply the Richer Life Programme.

3.2 Please ensure that You read these Terms carefully, and check that the details on the Enrolment Form and in these Terms are complete and accurate, before You sign and submit the Enrolment Form. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between You and Us.

3.3 When You sign and submit the Enrolment Form to Us, this does not mean We have accepted your order for the Richer Life Programme. Our acceptance of your order will take place as described in clause 3.4. If We are unable to supply the Richer Life Programme, We will inform You of this in writing.

3.4 These Terms will become binding on You and Us on the date that We issue you with a written acceptance confirming that We are able to provide you with the Richer Life Programme, at which point the Contract will come into existence between You and Us.

3.5 If any of these Terms conflict with any term of the Enrolment Form, the Offer Form or the Therapy Contract, the documents will take the following priority:

3.5.1 the Terms;

3.5.2 the Therapy Contract;

3.5.3 the Enrolment Form; and

3.5.4 the Offer Form.

3.6 Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Us.

## 4. IF YOU ARE A BUSINESS CUSTOMER

**This clause 4 only applies if You are a business customer.**

4.1 These Terms and any document expressly referred to in them including, but not limited to, the Enrolment Form and the Offer Form and the Therapy Contract constitute the entire agreement between You and Us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

4.2 You acknowledge that in entering into the Contract You do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

4.3 You and We agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

## 5. OUR RIGHT TO MAKE CHANGES IF YOU ARE A CONSUMER

**This clause 5 only applies if You are a consumer.**

5.1 **Minor changes to the Richer Life Programme.** We may make changes to the Richer Life Programme to reflect the following circumstances:

5.1.1 changes in relevant laws and regulatory requirements; and

5.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Richer Life Programme.

5.2 **More significant changes to the Richer Life Programme and these Terms.** We will inform you if We make any changes to these Terms or the Richer Life Programme other than those referred to in clause 5.1 above and You may then contact Us to end the Contract and receive a full refund before the changes take effect.

## 6. OUR RIGHT TO MAKE CHANGES IF YOU ARE A BUSINESS CUSTOMER

**This clause 6 only applies if You are a business customer.**

6.1 We have the right to make any changes to the Richer Life Programme which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Richer Life Programme, and We shall notify You in any such event.

6.2 We have the right to make any changes to these Terms and will notify You in writing of such changes.

## 7. YOUR RIGHT TO MAKE CHANGES

7.1 If You wish to make a change to the Richer Life Programme please contact Us. We will let you know if the change is possible. If it is possible We will let you know about any changes to the price of the Richer Life Programme, their timing or anything else which would be necessary as a result of Your requested change and ask You to confirm whether You wish to go ahead with the change.

## 8. RECEIVING THE RICHER LIFE PROGRAMME

8.1 You acknowledge that the Richer Life Programme is a unique and personal experience and that the effects and results therefore differ from Client to Client. Like most other therapies, hypnotherapy cannot promise anyone a 100% guarantee of a cure.

8.2 The Client must complete the Richer Life Programme within 6 months of the Contract Date.

8.3 The Client must enter into the Therapy Contract. We have the right to cancel the Contract if the Client does not enter into the Therapy Contract (see clause 14.1.4).

8.4 Unless agreed otherwise, each session of the Richer Life Programme will last 90 minutes and will take place on a weekly basis with the exception of any holidays which are booked during the Richer Life Programme by the Client or Our therapist. The Client must arrive on time for each session as the 90 minutes begins at the agreed time booked and not at the time the Client arrives. We may give additional time to a Client in which case the session for the next Client may start late.

8.5 The Richer Life Programme must be taken by the Client set out in the Enrolment Form. It is not possible to transfer the Richer Life Programme to any other person.

8.6 All Clients are accepted and enrolled onto the Richer Life Programme on the understanding that the Client is not currently in therapy or on a similar type of coaching programme with any other therapist, counsellor, psychotherapist, hypnotherapist, coach etc. The reason being that it would be counter-productive to see two therapists/coaches at the same time and goes against the strict code of ethics that We adhere to. Clients should inform Us immediately if their situation changes and it will be at Our sole discretion as to how best to proceed on a case by case basis and subject to these Terms.

8.7 We recommend that all Clients consult their GP or other relevant medical practitioner before undergoing any form of treatment, therapy, coaching or otherwise. It is important to identify whether the contributory factors to any problem the Client may have are mainly physiological, psychological or a combination of the two. Once a medical

- diagnosis has been made, We can work out the best treatment plan for the Client with a view to achieving the most realistic and successful outcome from the Client's Richer Life Programme.
- 8.8 We are committed to providing high levels of customer service and satisfaction and welcome the opportunity to receive, consider and act upon feedback from You. Any feedback or comments regarding how We could improve Our service should be directed to Claire Rich, Director, either by email to [richerlife@clairerich.com](mailto:richerlife@clairerich.com) or by post to Claire Rich Limited, 5 Chuzzlewit Drive, Newlands Spring, Chelmsford, Essex, CM1 4XQ.
- 8.9 We expect to enjoy a good, professional, working relationship with You but in the event that You feel that You have cause for complaint, please contact Claire Rich using the details set out in clause 8.8 above, clarifying the nature of the complaint, namely whether it relates to a bill or otherwise. We will aim to acknowledge receipt of any written complaint within 24 hours of receipt and investigate the matter in a timely manner. We take complaints very seriously and will investigate any complaint made thoroughly. We will provide a prompt substantive response and may invite You in for a meeting so that You may voice Your concerns. If this does not lead to a satisfactory resolution of the problem, then We will discuss the next step with You.
- 8.10 If the Client is unable to make any session for any reason the Client should telephone Us on 01245 444105 or 07734 059610 at least 48 hours before the session is due to take place so that We can re-schedule it. If We do not receive 48 hours' notice one session of the Richer Life Programme will be lost. By way of example, if the Client's session is scheduled for 1.00pm on a Tuesday, the Client will need to telephone Us by 1.00pm on the Sunday before at the latest to cancel the session and reschedule. As in this instance, if the Client is calling outside of normal office hours they will need to leave a message on Our answer machine.
- 8.11 All session cancellations should be made by telephone (not via text message or email), as this is the speediest and most efficient method of communication. If the Client gets Our answer machine, they should leave Us a message so that We can get back to the Client as soon as We are free.
- 8.12 In the event that the Client is unable to give Us 48 hours' notice of cancellation of a session and that session is lost from the Richer Life Programme, You shall be entitled to re-purchase the session (the Buy Back Option). Purchasing the Buy Back Option means that the Client will still be able to have the session they have missed to get the maximum benefit from the Richer Life Programme. There is a standard fee of £150.00 plus VAT (£180.00 in total) for the exercise of the Buy Back Option each time it is used. If You pay by debit or credit card the usual charges will apply (see clause 15.9). The Buy Back Option will need to be paid in full, in advance, before the session can be booked and then taken.
- 8.13 If the Client is a different person to the Employer, the Employer shall be responsible for ensuring that the Client is informed of, and complies with:
- 8.13.1 the requirements set out in clause 8.2, clause 8.3, clause 8.4, clause 8.6, clause 8.10, clause 8.11 and clause 8.12 above and clause 19.3 below; and
- 8.13.2 Our recommendations in clause 8.7 above.
- 8.14 Investment Option 1 and Investment Option 2 are only available to bodies corporate and partnerships of more than four. Such Payment Plan Options do not constitute a regulated credit agreement and the Employer will not have the benefit of the protection and remedies that would be available under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if the agreement were regulated under those Acts.
9. **PROVIDING THE RICHER LIFE PROGRAMME**
- 9.1 Our therapists are registered members of various professional, reputable, world-wide organisations. Each organisation requires Us to adhere to a strict code of ethics and conduct. This means that We are committed to a high level of professionalism, on-going training and supervision ensuring that Our Employers and Clients always receive a safe, sound therapy.
- 9.2 We are not qualified to provide medical advice about health problems and nothing in the content of any of Our websites or printed materials constitutes any form of medical advice. All information should be regarded as complementary to, not a substitute for, conventional medical advice and healthcare.
- 9.3 We work in conjunction with the Client's GP and their other medical practitioners where necessary. When the Client presents with a problem that has physical symptoms, in particular illnesses of a physiological origin, We may need certain information about the Client from the Client's GP or medical practitioner. We will inform the Client of the information We require and request their consent to Us contacting their GP or medical practitioner for this information. If We are not provided with this information, or We are provided with incomplete or incorrect information, We shall have the right to end the Contract (see clause 14.1.2). We will not be responsible for providing the Richer Life Programme late or not providing any part of it if this is caused by the Client or the Client's GP or medical practitioner not giving Us the information We need within a reasonable time of Us asking for it.
- 9.4 In some instances We may just write to the Client's GP or medical practitioner to advise them that We are going to be working with the Client. We will only send the letter with the Client's written consent.
- 9.5 We may have to suspend the Richer Life Programme to:
- 9.5.1 deal with technical problems or make minor technical changes;
- 9.5.2 update the Richer Life Programme to reflect changes in relevant laws and regulatory requirements;
- 9.5.3 make changes to the Richer Life Programme as requested by You or notified by Us to You.
- 9.6 We will contact you in advance to tell you We will be suspending the Richer Life Programme, unless the problem is urgent or an emergency. You may contact Us to end the Contract if We suspend the Richer Life Programme, or tell You We are going to suspend it in each case for a period of more than 30 days. **If you are a consumer** We will refund any sums You have paid in advance for any part of the Richer Life Programme not provided to the Client except where We suspended the Richer Life Programme because You requested changes to it in which case You will be liable to pay the Termination Fee. **If you are a business** You will be liable to pay the Termination Fee if you end the Contract under this clause 9.6.
- 9.7 If You do not pay us for the Richer Life Programme when You are supposed to (see clause 15) and You still do not make payment within 7 days of Us reminding You that payment is due, We may suspend supply of the Richer Life Programme until You have paid us the outstanding amounts. We will contact you to tell you We are suspending supply of the Richer Life Programme. As well as suspending the Richer Life Programme We can also charge you interest on your overdue payments (see clause 15.10).
- 9.8 We shall have the right to cancel or reschedule any session of the Richer Life Programme at any time. In the unlikely event that this is necessary. We will use all reasonable endeavours to give the Client as much notice as possible. If we cancel any session We shall re-arrange an alternative time.
- 9.9 We have professional liability insurance. A copy of Our insurance certificate is on display at Our offices and can be provided to You on request.
10. **YOUR RIGHT OF CANCELLATION – BUSINESS CUSTOMERS**  
**This clause 10 only applies if You are a business customer.**
- 10.1 We want You to be fully satisfied with the Richer Life Programme and You are entitled to cancel the Contract at any time but in some circumstances We may charge you certain sums for doing so, as described below.
- 10.2 **Cooling Off Period.** You shall have the right to cancel the Richer Life Programme during the Cooling Off Period. If You cancel during the Cooling Off Period We will refund You the total Investment Plan Fees paid by You less Our Standard Cancellation Fee and any administration fees or bank charges incurred to carry out the refund. For the avoidance of doubt, if the Richer Life Programme commences before the expiry of the Cooling Off Period then the Cooling Off Period will automatically terminate and You will not have the right to cancel the Contract.
- 10.3 **Cancelling after the Cooling Off Period.** If You do decide to cancel the Contract after the Cooling Off Period, some or all of the Investment Plan Fees will not be refunded to You as follows:
- 10.3.1 **Investment Option 1:** If this Payment Plan Option is terminated before the first 5 sessions have been taken, the initial deposit is non-refundable. If terminated after the first 5 sessions and before 10 sessions have been taken, the initial deposit and first monthly payment are non-refundable. If terminated after 10 sessions have been taken, full payment is non-refundable.
- 10.3.2 **Investment Option 2:** If this Payment Plan Option is terminated before the first 5 sessions have been taken, the initial deposit is non-refundable. If terminated after the first 5 sessions and before 10 sessions have been taken, 75% of the total Investment Plan paid is non-refundable. If terminated after 10 sessions have been taken, full payment is non-refundable.
- 10.3.3 **Investment Option 3:** If this Payment Plan Option is terminated before the first 5 sessions have been taken, 50% of the total Investment Plan paid is non-refundable. If terminated after the first 5 sessions and before 10 sessions have been taken, 75% of the total Investment Plan paid is non-refundable. If terminated after 10 sessions have been taken, full payment is non-refundable.
- The right for Us to retain some of the Investment Plan Fees shall be known as the Termination Fee for the purposes of these Terms. We shall be entitled to deduct any administration fees or bank charges incurred to carry out any refund due to You.
11. **YOUR RIGHT OF CANCELLATION – CONSUMERS (ON-PREMISES CONTRACTS)**  
**This clause 11 only applies if You are a consumer and You have entered into an On-Premises Contract.**
- 11.1 You may contact Us at any time to end the Contract, but in some circumstances We may charge you certain sums for doing so, as described below.
- 11.2 **Cooling Off Period.** You shall have the right to cancel the Richer Life Programme during the Cooling Off Period. If You cancel during the Cooling Off Period We will refund You the total Investment Plan Fees paid by You less Our Standard Cancellation Fee and any administration fees or bank charges incurred to carry out the refund. For the avoidance of doubt, if the Richer Life Programme commences before the expiry of the Cooling Off Period then the Cooling Off Period will automatically terminate and You will not have the right to cancel the Contract.
- 11.3 **What happens if you have good reason for ending the Contract.** If you are ending the Contract for a reason set out at 11.3.1 to 11.3.4 below the Contract will end

- immediately and We will refund you in full for any part of the Richer Life Programme which has not been provided or has not been properly provided. The relevant reasons are:
- 11.3.1 We have told You about an upcoming change to the Richer Life Programme or these Terms which you do not agree to (see clause 5.2);
- 11.3.2 the Richer Life Programme has been delayed because of an Event Outside Our Control which has lasted for more than 30 days (see clause 18.4);
- 11.3.3 We suspend the services for technical reasons, or notify You that We are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- 11.3.4 You have a legal right to end the Contract because of something We have done wrong.
- 11.4 **What happens if You end the Contract without a good reason.** If You decide to end the Contract other than for one of the reasons set out in clause 11.3, You will be liable to pay the Termination Fee together with any administration fees or bank charges incurred to carry out any refund due to You.
12. **YOUR RIGHT OF CANCELLATION – CONSUMERS (DISTANCE OR DOORSTEP CONTRACTS)**  
**This clause 12 only applies if You are a consumer and You have entered into a Distance Contract or a Doorstep Contract.**
- 12.1 You can always end Your Contract with Us. Your rights when you end the Contract will depend on whether there is anything wrong with the Richer Life Programme that You have purchased from Us, how We are performing and when you decide to end the Contract:
- 12.1.1 if what You have bought is faulty or misdescribed You may have a legal right to end the Contract (or have a service re-performed or get some or all of your money back);
- 12.1.2 if You want to end the Contract because of something We have done or have told You We are going to do, see 12.2;
- 12.1.3 if You have just changed your mind about receiving the Richer Life Programme, see clause 12.3. You may be able to get a refund if You are within the cooling-off period, but this may be subject to deductions;
- 12.1.4 in all other cases (if We are not at fault and there is no right to change Your mind), see clause 12.5.
- 12.2 **What happens if you have good reason for ending the Contract.** If You are ending the Contract for a reason set out at 12.2.1 to 12.2.4 below the Contract will end immediately and We will refund you in full for any part of the Richer Life Programme which has not been provided or has not been properly provided. The relevant reasons are:
- 12.2.1 We have told You about an upcoming change to the Richer Life Programme or these Terms which you do not agree to (see clause 5.2);
- 12.2.2 the Richer Life Programme has been delayed because of an Event Outside Our Control which has lasted for more than 30 days (see clause 18.4);
- 12.2.3 We suspend the services for technical reasons, or notify You that We are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- 12.2.4 You have a legal right to end the Contract because of something We have done wrong.
- 12.3 **Exercising Your right to change Your mind (Consumer Contracts Regulations 2013).** If You have purchased the Richer Life Programme under a Distance Contract or a Doorstep Contract You have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Terms.
- 12.4 **How long do You have to change Your mind?** You have 14 days after the day We issue You with the written acceptance of Your order in accordance with clause 3.4. However, once We have completed the provision of the Richer Life Programme to You, You cannot change Your mind, even if the period is still running. If You cancel after We have started to provide the Richer Life Programme to You, You must pay us for all services provided up until the time You tell us that You have changed your mind.
- 12.5 **Ending the Contract where We are not at fault and there is no right to change Your mind.** Even if We are not at fault and You do not have a right to change Your mind, You can still end the Contract before it is completed but You will be liable to pay the Termination Fee together with any administration fees or bank charges incurred to carry out any refund due to You.
13. **HOW TO CANCEL THE CONTRACT**
- 13.1 All cancellations of the Contract must be submitted in writing by email to richerlife@clairerich.com or by post to Claire Rich Limited, 5 Chuzzlewit Drive, Newlands Spring, Chelmsford, Essex, CM1 4XQ. If You are eligible for a refund it will be paid according to the original method of payment made.
14. **OUR RIGHTS TO END THE CONTRACT**
- 14.1 We may end the Contract at any time by writing to You if:
- 14.1.1 You do not make any payment to Us when it is due and You still do not make payment within 7 days of us reminding You that payment is due;
- 14.1.2 You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide the Richer Life Programme;
- 14.1.3 You breach any other term of the Contract or the Client breaches any term of the Therapy Contract and, in each case, the breach is not remedied within 7 days of Us requesting in writing to You that it be remedied; or
- 14.1.4 the Client does not enter into the Therapy Contract.
- 14.2 If We end the Contract in the situations set out in clause 14.1 You will be liable to pay the Termination Fee.
- 14.3 We may stop providing the Richer Life Programme at any time. We may write to You to let you know that We are going to stop providing the Richer Life Programme. We will let you know at least 7 days in advance of our stopping the Richer Life Programme and will refund any sums You have paid in advance for the Richer Life Programme which will not be provided. We shall have no further liability to You in respect of the cancellation.
15. **PRICE AND PAYMENT**
- 15.1 You must pay to Us the Investment Plan Fees for the Payment Plan Option that you have selected on the Enrolment Form.
- 15.2 The Investment Plan Fees as set out in the Offer Form and Enrolment Form are exclusive of value added tax (VAT).
- 15.3 **If You are a consumer,** We will separately confirm to You the total price of the Investment Plan Fees including VAT before the Contract is formed. If the rate of VAT changes between the Contract Date and the date We provide the Richer Life Programme, We will adjust the rate of VAT that you pay, unless You have already paid for the Richer Life Programme in full before the change in the rate of VAT takes effect.
- 15.4 **If You are a business customer,** where any taxable supply for VAT purposes is made under the Contract by Us to You, You shall, on receipt of a valid VAT invoice from Us, pay to Us such additional amounts in respect of VAT as are chargeable on the supply of the Richer Life Programme at the same time as payment is due for the supply of the Richer Life Programme.
- 15.5 We may increase the Investment Plan Fees without notice and in this instance the discounts stated on the Offer Form and the Enrolment Form will no longer apply. However, such price increase will not affect any Contract that has already been formed and You will continue to pay the Investment Plan Fees set out in Your Enrolment Form for any such Contracts.
- 15.6 Each of the Payment Plan Options includes a deposit. You must always pay to Us this deposit before We start providing the Richer Life Programme. Any additional payments are then due 30 days after the initial deposit has been paid and 30 days thereafter until the Investment Plan Fees have been paid in full.
- 15.7 We accept payment by cash, bankers draft, BACS, bank transfer, debit and credit card.
- 15.8 Please make all bankers drafts payable to 'Claire Rich Limited'. Please make BACS and bank transfers to the following account: Claire Rich Limited | Account Number 63011376 | Sort Code 09-01-28. Please notify Us by telephone or email once you have sent a payment to this account to avoid any delay in the enrolment process.
- 15.9 All card payments will incur additional charges of up to 0.5% plus VAT of any payment made by debit card and up to 2% plus VAT of any payment made by credit card. **If You are a consumer** We will separately confirm to You the total charges payable for card payments including VAT before We take the payment from You.
- 15.10 If You do not make any payment to Us by the due date We may charge You interest on the overdue amount at the rate of 4% a year above the base lending rate of Santander UK plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
16. **OUR LIABILITY IF YOU ARE A BUSINESS**  
**This clause 16 only applies if You are a business customer.**
- 16.1 Nothing in these Terms limits or excludes Our liability for:
- 16.1.1 death or personal injury caused by our negligence;
- 16.1.2 fraud or fraudulent misrepresentation;
- 16.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 16.1.4 defective products under the Consumer Protection Act 1987.
- 16.2 Subject to clause 16.1, We will under no circumstances whatsoever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 16.2.1 any loss of profits, sales, business, or revenue;
- 16.2.2 loss or corruption of data, information or software;
- 16.2.3 loss of business opportunity;
- 16.2.4 loss of anticipated savings;
- 16.2.5 loss of goodwill; or
- 16.2.6 any indirect or consequential loss.

16.3 Subject to clause 16.1, Our total liability to You in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Richer Life Programme.

16.4 Except as expressly stated in these Terms, We do not give any representation, warranties or undertakings in relation to the Richer Life Programme. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, We will not be responsible for ensuring that the Richer Life Programme is suitable for your purposes.

#### 17. OUR LIABILITY IF YOU ARE A CONSUMER

**This clause 17 only applies if You are a consumer.**

17.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time We entered into the Contract.

17.2 We only supply the Richer Life Programme for private use. You agree not to use the Richer Life Programme for any commercial, business or resale purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17.3 We do not in any way exclude or limit Our liability for:

17.3.1 death or personal injury caused by our negligence;

17.3.2 fraud or fraudulent misrepresentation;

17.3.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

17.3.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

17.3.5 defective products under the Consumer Protection Act 1987.

#### 18. EVENTS OUTSIDE OUR CONTROL

18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 18.2.

18.2 An "Event Outside Our Control" means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

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

18.3.1 We will contact you as soon as reasonably possible to notify You; and

18.3.2 Our obligations under a Contract will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.

18.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days (see clause 12.2.2).

#### 19. INTELLECTUAL PROPERTY RIGHTS

19.1 All Intellectual Property Rights in or arising out of or in connection with the Richer Life Programme shall be owned by Us. We grant the Client a non-exclusive licence to use such Intellectual Property Rights solely for the purposes of receiving the Richer Life Programme.

19.2 You acknowledge that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on Us obtaining a written licence from the relevant licensor on such terms as will entitle Us to license such rights to the Client.

19.3 All Supplier Materials are Our exclusive property. Neither You nor the Client shall copy or otherwise reproduce the Supplier Materials without Our written consent unless such copying or reproduction is permitted by the Copyright Designs and Patents Act 1998 (as amended).

#### 20. DATA PROTECTION – HOW WE MAY USE YOUR PERSONAL INFORMATION

20.1 We will use the personal information You provide to Us to:

20.1.1 provide the Richer Life Programme; and

20.1.2 process your payment for the Richer Life Programme.

20.2 If the Employer and the Client are a different person:

20.2.1 the Employer shall ensure that they obtain the Client's consent to Our use of the Client's personal information in accordance with clause 20.1 above;

20.2.2 We will not provide the Employer with any personal information that we have obtained about the Client unless the Client has given their prior written consent to allow Us to do this, such consent to be in any form required by Us.

#### 21. COMMUNICATIONS BETWEEN US

21.1 **If you are a consumer** you may contact us as described in clause 2.1.

21.2 **If you are a business:**

21.2.1 Any notice or other communication given by You to Us, or by Us to You, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.

21.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address set out in clause 2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, at the time of transmission.

21.2.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

21.2.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

#### 22. OTHER IMPORTANT TERMS

22.1 We may transfer Our rights and obligations under the Contract to another organisation, but this will not affect Your rights or Our obligations under these Terms.

22.2 You may only transfer Your rights or Your obligations under these Terms to another person if We agree in writing.

22.3 The Contract is between You and Us. No other person shall have any rights to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

22.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

22.5 If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that you do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

22.6 **If You are a consumer**, please note that these Terms are governed by English law. This means that the Contract will be governed by English law. You and We both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland.

22.7 **If You are a business**, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22.8 **If You are a business**, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

I/we, the Employer, have read, understood and signed the Terms and Conditions set out above and confirm that I/we agree to abide by the terms set out within them.

Signed by:

Print Name:

For and on behalf of (*name of Employer*)

Date: