

COURSE TERMS AND CONDITIONS

This page tells you the terms and conditions (Terms) on which we supply any of the courses (Courses) listed on our website www.watertight-thinking.com or www.watertight-school to you. Please read these Terms carefully before ordering any Courses from our site.

You should print a copy of these terms and conditions for your future reference.

1. INFORMATION ABOUT US

- 1.1 www.watertight.school is a site operated by Watertight Marketing Ltd ("we" or "us"). Our address is Unit 14 Greenway Farm, Bath Road, Wick, Bristol, Gloucestershire, United Kingdom, BS30 5RL and our email address is hello@watertight-thinking.com.

2. APPLICATION OF TERMS & CONDITIONS

- 2.1 These terms and conditions ("Terms") apply to any Courses or Programmes operated by Watertight Business Thinking Ltd ("we" or "us"). By purchasing one of our Courses, you agree to the following Terms and that these prevail over any inconsistent terms or conditions contained, or referred to, elsewhere or as implied by law, trade custom, practice or course of dealing.
- 2.2 The agreement between us and you, the person or entity registering to be a participant in the Course ("you") and which is subject to these Terms ("Contract"), shall come into effect upon you purchasing one of our Courses and us emailing you to confirm that purchase and shall continue until terminated in accordance with these Terms.
- 2.3 If you are purchasing online, the order process will be as follows:
 - 2.3.1 add the Course to the cart and proceed to the checkout and make payment as directed;
 - 2.3.2 you will be asked at this point to set up a Webschool account if you do not already have one;
 - 2.3.3 we will send you an email confirming your purchase and providing you with details of what the Course covers and how to access what you have purchased.
 - 2.3.4 if at any stage you have made an error in your order, you may email us at hello@watertight-thinking.com to correct any errors.
- 2.4 All of our Courses including Coaching and together comprise the Programme.
- 2.5 These Terms should be read in conjunction with our Website Terms of Use, Privacy which can be found on our website www.watertight.school.
- 2.6 Any content posted or submitted by you to our site in the course of the Programme is subject at all times to Acceptable Use, explained without our Website Terms of Use.
- 2.7 Where you are a corporate entity, "you" as used in these Terms shall be deemed to include such officers and employees as will be participating in the Course.

3. SERVICE AVAILABILITY

- 3.1 www.watertight.school is a site operated by Watertight Marketing Ltd.
- 3.2 Your order will be fulfilled automatically on your receipt of the Confirmation but in the event that our automated systems do not work immediately, please contact hello@watertight-thinking.com to advise us that the Course has not been made available for access. As our systems are automated, we shall not be liable for any delay in the access to or download of any Course.
- 3.3 Any digital materials included in the Course have the following protection measures:
 - (a) Download of videos or audio files is not permitted.
 - (b) PDF downloads may not be amended. Downloads in other formats, such as Word or Excel may be used in your business.

4. **COACHING**

- 4.1 The Coaching element of the Programme will be provided over the course of the number of weeks or months stated in the Course material and shall be delivered by a combination of group online sessions and/or one on one or team online sessions (for you and any employees in your business also taking the programme) sessions via Zoom or Teams.
- 4.2 The date and time of all online sessions will be confirmed separately but are subject to change. We will provide you with as much notice of any change as is possible but we shall not be liable to you in any way for any change to such dates or times.
- 4.3 If you need to cancel a one on one or team session, you should provide us with as much notice as possible (by emailing hello@watertight-thinking.com or by calling +44 (0117) 325 7725 and we will endeavour to reschedule the session to a mutually convenient date and time. If you provide us with less than 48 hours' notice or fail to provide us with any notice we may not be able to reschedule the session and shall not be obliged to refund you any amounts paid in relation to such session.
- 4.4 If you arrive late for an online session, we will try to extend the end time but if this is not possible, the session will end at the scheduled time and we will not be obliged to refund you any amounts paid in relation to such session.
- 4.5 Group telephone sessions shall start and end at the scheduled times regardless of the time that you join the call. If you are late for an individual telephone call, this may be extended at our discretion but if we need to end at the scheduled time, we shall not be obliged to refund you any amounts in relation to such session.
- 4.6 The online sessions of the Programme are held on third party secure servers and we have taken all reasonable steps to ensure that the online content will be available at all times during the course of the Programme but in the event that such content (or any content added by you or other participants in the Programme) is not available in whole or in part at any time, or becomes corrupted, is deleted or is failed to be stored, we shall have no liability in any circumstances.
- 4.7 You agree to keep user details and your password for the site confidential at all times and to not disclose them to any third party. You must notify us immediately if you become aware of any unauthorized use of your account and you shall indemnify us against all claims, damages, losses, costs or expenses (including professional fees) and any other liability which arises from any unauthorised use of your account.

5. **TITLE AND INTELLECTUAL PROPERTY**

- 5.1 You will only be entitled to use the Course when we receive full payment of all sums due in respect of the Course.
- 5.2 As between us and you, all Intellectual Property Rights and all other rights in any Programme shall be owned by us. We license all such rights to you on a non-exclusive basis only to such extent as is necessary to enable you to make reasonable use of the Course and materials and for the purposes for which the Course is provided. Nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Course or the content of the Course to you or to any other person.
- 5.3 You may not copy, reproduce, publish in any form, share, sell or disclose or otherwise making available to a third party in any way any of the content or materials contained in the Course.
- 5.4 You may not without our prior written consent make any audio or visual recordings of any part of the Course or Programme.
- 5.5 We will endeavour to ensure that all information that we provide within the course is accurate and up-to-date but we shall not be liable for any claims arising from such information being inaccurate or not up-to-date or otherwise.

- 5.6 We may from time to time record the Programme being delivered during your attendance. You authorise us to use your image and voice in any such recordings without payment, other condition or need for further consent.
- 5.7 You acknowledge that certain information contained in the Programme and Programme materials is already in the public domain.
- 5.8 You are not permitted to sell or promote products or services to other participants in the Programme at or during any part of our Programme without our prior written permission.
- 5.9 The provisions of this paragraph 5 shall survive termination of the Contract.

6. **PRICE AND PAYMENT**

- 6.1 The price of any Course will be as quoted on our site from time to time, except in cases of obvious error.
- 6.2 These prices include VAT except where expressly stated otherwise.
- 6.3 Where your order includes ongoing access to the course materials (for any period stated in the Course, Confirmation or elsewhere), your access shall expire (and the Contract shall terminate) on the date falling on the expiry of such stated period. If you wish to continue to have access to the course materials, you must renew your membership in the manner advised on our site.
- 6.4 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already confirmed.
- 6.5 Payment for all Courses must be by such method of payment as is specified on our website.
- 6.6 As you are able to make use of the Course and downloads immediately, we do not offer refunds.

7. **OUR OBLIGATIONS & LIABILITY**

- 7.1 Our Courses are provided on an "as is" basis without any representations or endorsements made and without any warranty of any kind whether express or implied.
- 7.2 We warrant to you that the Programme and Programme materials purchased from us is of satisfactory quality and reasonably fit for the purpose for which the Programme is supplied.
- 7.3 The online materials we deliver as part of the Course do not in any way constitute advice or recommendations. We shall not be liable for any reliance placed by you on the materials within the course. In respect of coaching, due to the nature of coaching and the fact that your success is dependent on a number of factors over which we have no control, we do not guarantee any particular results.
- 7.4 Other than as set out in paragraph 7.2 above, all warranties and representations are excluded to the fullest extent permitted by law.
- 7.5 If, for any reason, we are liable for any damages, our total liability shall be limited to the amount of the Course purchased.
- 7.6 By purchasing a Course you agree that in no circumstance shall we be liable for any indirect, incidental, special or consequential damages, including, but not limited to:
 - (a) loss of income or revenue
 - (b) loss of business
 - (c) loss of profits or contracts
 - (d) loss of anticipated savings
 - (e) loss of data, or
 - (f) waste of management or office time
 - (g) however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable arising out of or in any way connected

with the use of a Course, under any law or on any basis whatsoever whether contractual or otherwise.

- 7.7 We acknowledge that in the course of the Programme we will have access to your confidential information and we agree not to (except in the proper course of our duties) use or disclose to any third party such confidential information. This restriction does not apply to:
- (a) any use or disclosure authorised by you or required by law;
 - (b) any use or disclosure which we in our absolute discretion consider necessary or advisable in order to prevent illegal acts or harm to you or to others; or
 - (c) any information which is already in, or comes into, the public domain otherwise than through our unauthorised disclosure.
- 7.8 You acknowledge that your personal data will be processed by and on behalf of us as part of us providing the Programme to you in accordance with our Privacy Notice that you can view at <https://watertight-thinking.com/legal-information/privacy-policy/>,

8. **TERM AND TERMINATION**

- 8.1 The Contract shall continue until the end of the Programme when the Contract shall expire other than for the Terms that are specifically stated to remain in force.
- 8.2 Notwithstanding the provisions of paragraph 8.1, either of us may terminate the Contract on written notice to the other with immediate effect if at any time:
- (a) The other commits any serious or repeated breach or non-observance of any of the provisions of these Terms; or
 - (b) The other (i) makes a resolution for its winding up, (ii) makes an arrangement or composition with its creditors, (iii) makes an application to a court of competent jurisdiction for protection from its creditors, (iv) is unable to pay its debts, (v) ceases trading or an administration or winding-up order is made or an administrator or receiver is appointed in relation to such party, (vi) is declared bankrupt or (vii) is convicted of a custodial offence (other than a road traffic offence); or
 - (c) The other party commits any fraud or dishonesty or acts in any manner which in the opinion of the terminating party brings or is likely to bring the terminating party into disrepute or is materially adverse to the interests of the terminating party.
- 8.3 We may terminate the Contract without any liability to make any refund to you if your continued participation in the Programme is in our opinion causing disruption to the running of the Programme or to other participants.
- 8.4 Termination of this agreement shall not affect either of our accrued rights, remedies, obligations and liabilities of either of us as at the date of termination of this Contract, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 8.5 Any delay by us in exercising our right to terminate the Contract shall not constitute a waiver of our right to terminate or to seek any other remedy.
- 8.6 Paragraphs which expressly or by implication have effect after termination of the Contract shall continue in full force and effect after the date of termination of the Contract.
- 8.7 This paragraph 8 shall survive termination of the Contract.

9. **WRITTEN COMMUNICATIONS**

You agree that our communication with you will be mainly electronic and via email. We may however also provide you with information by posting notices on our site. You agree that all contracts, notices, information and other communications that we provide

to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

10. **NOTICES**

All notices given by you to us must be given to Watertight Business Thinking at Unit 14 Greenway Farm, Bath Road, Wick, Bristol, Gloucestershire, United Kingdom, BS30 5RL. We may give notice to you at the e-mail address you provide to us when placing an order. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. 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.

11. **TRANSFER OF RIGHTS AND OBLIGATIONS**

11.1 You may not transfer, assign or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

11.2 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

12. **EVENTS OUTSIDE OUR CONTROL**

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

13. **WAIVER**

13.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

13.2 A waiver by us of any default shall not constitute a waiver of any subsequent default

13.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 above.

14. **SEVERABILITY**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

15. **ENTIRE AGREEMENT**

15.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

15.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

15.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

16. **OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

16.1 We have the right to revise and amend these terms and conditions from time to time.

16.2 You will be subject to the policies and terms and conditions in force at the time that you order Courses from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Download Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Course).

17. **LAW AND JURISDICTION**

Contracts for the purchase of Courses through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.