

# TERMS AND CONDITIONS



Thank you for choosing **Confidence Unleashed!**

Here's everything you need to know about purchasing coaching sessions and online courses from us via our website: [www.sianfisher.co.uk](http://www.sianfisher.co.uk).

Please read the entirety of these terms carefully before you buy — by placing an order with us, you're agreeing to these terms. If you do not agree to these terms, please do not place an order via our website.

## ◆ Our Services

Through our website, we offer:

- **Coaching Sessions:** One-off coaching sessions delivered either online via Zoom for *Confidence Power-Up* and *Confidence Booster*, or in person for *Confidence In Colour*.
- **Online Courses:** Pre-recorded, on-demand courses you can access at your convenience. These are digital products with no live interaction.

All services are for personal, non-commercial use unless agreed otherwise in writing.

## ◆ Booking Your Coaching Session

When booking a coaching session, you'll choose your preferred date and time through our website before checkout.

Please note:

- **Online Coaching (Zoom):** Your booking is provisional until we confirm it by email.
- **In-Person Coaching:** Your chosen date and time are provisional until we secure a suitable venue. We'll confirm once the venue is booked. If a venue cannot be secured for your preferred date, we'll offer alternative options.

We'll always do our best to accommodate your preferred time, but a booking is only confirmed once you receive written confirmation from us.

## ◆ Changes to Your Booking

If you need to reschedule your confirmed coaching session:

- Please email us at least **72 hours** before the session.
- We'll do our best to offer an alternative date and time, but this will depend on availability.
- If you give less than 72 hours' notice, we reserve the right to treat the session as used, and no refund will be given.

### ◆ Preparation for Your Coaching Session

After you book, we'll ask you to complete a pre-session questionnaire to help tailor the coaching to you.

This must be completed and returned at least **72 hours** before your session.

If we don't receive it in time, we may need to reschedule or cancel your session without a refund.

### ◆ Delivery of Online Courses

Once your payment is confirmed, you'll get immediate access to the course materials through your account or a secure link.

You're responsible for making sure you have a stable internet connection and suitable device to access the materials.

### ◆ Usage Period

Coaching sessions must be booked and completed within **six months** of the date of purchase. After this time, the right to the session will expire and no refund will be given.

### ◆ Coaching Results

We're committed to providing coaching with reasonable skill and care. However, coaching outcomes depend on your personal commitment, actions, circumstances and follow-through. We can't guarantee any specific results.

### ◆ Confidentiality

Anything you share with us during coaching will be treated as confidential.

We won't share your information with anyone unless:

- You give us permission, or;
- We are legally required to do so, or;
- We believe there is a risk of harm to yourself or others.

### ◆ Your Responsibilities at Third-Party Venues

For in-person coaching sessions:

- You must behave responsibly and respectfully at the venue.
- You are responsible for your own health and safety while on site.
- We are not liable for any loss, injury, or damage suffered at third-party venues unless caused by our negligence.

### ◆ Your Right to Cancel (Cooling-Off Period)

Because you're buying at a distance (online), you have the right to change your mind.

You have **14 days** after your purchase to cancel and receive a full refund.

However:

- **Coaching Sessions:** If you have booked, and we deliver, a session during the 14-day period, you agree that your right to cancel is lost once the session is completed.
- **Online Courses:** If you access the course during the 14-day period, you agree that your cancellation right is lost once you start downloading or streaming the content.

Please refer to section 9 below for further information.

### ◆ Cancellations After 14 Days

After the 14-day cooling-off period:

- **No refunds** will be given.
- If you can't attend your booked coaching session, please contact us to request to reschedule in line with our rescheduling policy.
- If we have to cancel a coaching session after the cooling-off period (for example due to illness or other unforeseen circumstances), we'll offer you an alternative date or a refund for the session (at our discretion).

Please refer to section 9 below for further information.

### ◆ Our Responsibility to You

We are responsible for providing services with reasonable skill and care.

Our liability to you is limited to the amount you paid for the service, except where the law says otherwise (for example, personal injury caused by negligence).

Nothing in these terms affects your statutory consumer rights.

### ◆ Contact Us

If you have any questions, want to cancel, or need help, please email us at: [sian@sianfisher.co.uk](mailto:sian@sianfisher.co.uk)

## 1 Our Business

- 1.1 [www.sianfisher.co.uk](http://www.sianfisher.co.uk) ("site") is owned and operated by Sian Fisher Ltd, trading as Confidence Unleashed, a company registered in England and Wales under company number 11827973 and with our registered office at 16 Fleur de Lys Avenue, Blackwood, NP12 2EN and VAT number is GB315444618.

## 2 Changes to Terms

- 2.1 We reserve the right, at our discretion, to modify, add, or remove any or all of these terms and conditions at any time and each such change shall be effective immediately upon posting.
- 2.2 Please check these terms and conditions periodically for changes.
- 2.3 Your continued use of this Site and purchase of services on this Site following the posting of changes to these terms and conditions will mean you accept those changes. Please check the terms before every purchase.
- 2.4 If the revised terms apply to any existing provision of services, we will notify you of the changes.

## 3 Privacy Policy & Acceptable Use Policy

- 3.1 Registration and other information provided by you is subject to our Privacy Policy and shall only be in accordance with it. For more information, please go to our Privacy Policy, available on our website.

## 4 Age Restriction

- 4.1 You shall not purchase services from our Site if you are below the age of 18 years old because under this age, you do not have legal capacity to enter into a contract.

## 5 Acceptance of Order

- 5.1 These Terms will become binding on you and us and a Contract will come into effect between you and us only upon our written acceptance of the order issued to you by email (Email Confirmation) or when we contact you to tell you that we are able to provide the services or products to you. We are not bound by the order unless we accept it in writing.
- 5.2 If there is any potential conflict between these Terms and any term of the order, the order will take priority.

## 6 Entire Agreement

- 6.1 These Terms and the Privacy Policy constitute the entire agreement between you and us and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

## 7 Representations

- 7.1 You acknowledge and agree that by entering into this Contract with us 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 the Privacy Policy.
- 7.2 You shall not have any claim for innocent or negligent misrepresentation against us based on any statement in this Contract.
- 7.3 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the services. 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.

## 8 Provision of Services

- 8.1 We will supply the services to you from the date set out in the order for the period set out in the order.
- 8.2 We will make every effort to provide the services on time. However, there may be delays due to an Event Outside Our Control. See clause 13 below for our responsibilities when an Event Outside Our Control happens.
- 8.3 We will need certain information from you that is necessary for us to provide the services, for example, pre-coaching questionnaires. We will contact you in writing about this. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may suspend the services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked. If we suspend the services under this clause 8.3, you do not have to pay for the services while they are suspended, but this does not affect your obligation to pay any invoices we have already sent you.
- 8.4 We may have to suspend the services if we have to deal with technical problems. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the services while they are suspended under this clause 8.4 but this does not affect your obligation to pay for any invoices we have already sent you.
- 8.5 If you do not pay us for the services when you are supposed to, we may suspend the services with immediate effect until you have paid us the outstanding amounts (except where you validly dispute an invoice). We will contact you to tell you

- this. This does not affect our right to charge you interest.
- 8.6 If we supply a product to you as part of the services (such as a report, a CD, a DVD, an e-book or any other form of digital content or any other type of product whatsoever), we will own the copyright, design right and all other intellectual property rights in such product and any drafts, drawings or illustrations we make in connection with the product for you.
- 9 If there is a problem with the services**
- 9.1 In the unlikely event that you are not happy with the services:
- please contact us and tell us as soon as reasonably possible;
  - please give us a reasonable opportunity to repair or fix any defect; and
  - we will use every effort to solve the problem within 14 days.
- 9.2 As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
- 9.3 Before we begin to provide the services, you have the following rights to cancel our services:
- Subject to clause 9.4 below, you may cancel any order for services at any time within 14 days of the date of our email confirmation of your order by emailing [sian@sianfisher.co.uk](mailto:sian@sianfisher.co.uk). We will confirm your cancellation in writing to you;
  - if you cancel an Order under clause 9.3 (a) and you have made any payment in advance for services that have not been provided to you, we will refund these amounts to you;
  - however, if you cancel an order for services and we have already started providing the services by that time, you will pay us any costs we have reasonably incurred in providing part of the services, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact us. However, where you have cancelled an order because of our failure to comply with these Terms (except where we have been affected by an Event Outside Our Control), you do not have to make any payment to us.
- 9.4 If we have completed providing the services, you have no right to cancel, even if this is within 14 days of our email confirmation of your order.
- 10 Termination**
- 10.1 We may terminate the contract for services at any time with immediate effect by giving you written notice if:
- you do not pay us when you are supposed to. This does not affect our right to charge you interest on late payment; or
  - you break the contract in any other material way and you do not correct or fix the situation within 14 days of us asking you to in writing
- 10.2 You may terminate the contract for services at any time with immediate effect by giving us written notice if we break the contract in any material way and do not correct or fix the situation within 14 days of you asking us to in writing.
- 11 Price & Payment**
- 11.1 Prices of the services are specified on our Site and confirmed on the checkout page. We may change our prices any time, but that will not affect the prices for confirmed orders.
- 11.2 Our prices are inclusive of VAT. However, if there is a change in the rate of VAT between the date of the order and the date of delivery or performance, the rate of VAT that you pay will be adjusted, unless you have already paid full purchase price prior to the change in the rate of VAT takes effect.
- 11.3 Despite our best efforts, there may be incorrect prices on some of the services. If the correct price is less than a price shown on our site, the lower amount will be charged. If the correct price is higher than the price specified on our site, we will inform you of this and ask whether you wish to continue with the order with the actual higher price. If the error in price is obvious, unmistakable and mispricing could have been recognised reasonably by you, we will not be liable to provide the services or products to you at the lower price that was incorrect.
- 11.4 Payment for services is to be made in advance by credit or debit card except where agreed otherwise in writing between us.
- 11.5 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank 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.

## **12 Limitation of Liability**

12.1 We are responsible for loss or damage you suffer that is a foreseeable result of our negligence or our breach of the Terms, 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 this contract.

12.2 Exceptions to Limitation of Liability

Our liability does not exclude or limit in any way:

- a) fraud or fraudulent misrepresentation;
- b) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

## **13 Circumstances Beyond Our Control**

13.1 If there is failure to perform, or delay in performance of any of our obligations under these Terms due to Circumstances Beyond Our Control, we will not be liable for such failure.

13.2 Circumstances Beyond Our Control include any act or event beyond our reasonable control, including without limitation lock-outs, strikes, or other industrial action by third parties, riots, civil commotion, terrorist attack or threat of terrorist attack, invasion, war (whether declared or not) or threat or preparation for war, explosion, fire, flood, storm, subsidence, epidemic, earthquake, or other natural disaster, or failure of private or public telecommunications networks.

13.3 If any Circumstances Beyond Our Control affects the performance of our obligations under these Terms:

13.4 you will be notified as soon as reasonably possible; and

13.5 the time for performance of our obligations will be extended and our obligations under these Terms will be suspended for the duration of the Circumstances Beyond Our Control.

13.6 If Circumstances Beyond Our Control occur and continue for more than 30 days and you do not wish us to provide the services, you may cancel the contract. We may cancel the contract if the Circumstances Beyond Our Control continues for more than 30 days.

## **14 Notice**

14.1 Any notice to us should be in writing and sent to us by e-mail to

[sian@sianfisher.co.uk](mailto:sian@sianfisher.co.uk)

14.2 Any notice to you will be in writing by e-mail, by hand, or by pre-paid post to the address you provided us with on the order.

## **15 Miscellaneous**

15.1 We may assign our rights and obligations under these Terms to any another person. If there is any such assignment of rights and obligation, we will inform you in writing or by email.

15.2 You cannot transfer your rights and obligations under these Terms to any another person without our written approval.

15.3 This contract is only between you and us. No other third person shall have any rights to enforce any terms.

15.4 Each paragraph of these Terms are separate and distinct from other. If any court or relevant authority determines any clauses of these Terms is unlawful, then such determination will not affect other clauses and all other remaining clauses will remain in effect and full force.

15.5 Our failure to insist that you perform any of your obligations under these Terms, or to enforce our rights against you, or delay in doing so, does not mean that our rights against you have been waived and does not mean that you need not comply with those obligations. Any waiver by us of your default will be only in writing, and it does not mean that we will waive any of your future defaults.

15.6 English and Welsh law governs these Terms and contract between you and us. English and Welsh courts will have jurisdiction on any dispute that may arise out of this Terms or contract between you and us.