

1. These terms and conditions

1.1 Please read these terms and conditions carefully.

1.2 These terms and conditions govern all Celia Loan Coaching ("**we**"/"**us**"/"**our**") divorce coaching services ("**our services**").

1.3 We will ask our client ("**you**"/"**your**") to agree to these terms and conditions in writing before we begin providing our services.

2. Order process

2.1 The advertising of our services on our website at <https://celialoancoaching.com/> and through any third party service constitutes an invitation to treat rather than a contractual offer.

2.2 No contract for the provision of our services ("**contract**") will come into force between the us and you, unless and until the following procedure is completed: (a) we send you an engagement email ("**engagement email**"), attaching these terms and conditions, and outlining the details of the proposed arrangement; and (b) you either pay the session fee quoted in the engagement email or you send to us an email confirming that you accept the terms and conditions set out here and in our engagement email.

2.3 The contract shall continue in force indefinitely until terminated in accordance with the express provisions of these terms and conditions.

3. Our services

3.1 We shall provide our services with reasonable skill and care.

3.2 Our services under the contract will be provided at one or more remote consultation sessions ("**sessions**").

3.3 The initial session shall be on the date and at the time specified in the engagement email or otherwise agreed in writing by you and us. We will agree with you the dates and times of subsequent sessions either during the previous session or subsequently in writing.

3.4 If a party wishes to cancel a session, then that party must give to the other party written notice of cancellation at least 48 hours before the session is due to commence. If you cancel 48 hours or less before the session is due to commence, you will continue to be responsible for paying the charges for the session and will not receive a refund of those charges.

3.5 If a party wishes to reschedule a session, then that party must give to the other party a written request for such rescheduling at least 24 hours before the session is due to commence. In these circumstances, each party will use all reasonable endeavours to agree an alternative date/time for the session. If you request rescheduling 24 hours or less before the session is due to commence and we do not agree to reschedule, you will continue to be responsible for paying the charges for the session and will not receive a refund of those charges.

3.6 We may cancel a session by giving written notice of cancellation to you if reasonably necessary due to factors beyond our control (including if we are unable to conduct the session by reason of illness), in which case: (a) we shall not breach of these terms and conditions or otherwise liable to you; and (b) you

shall be released from any liability to pay charges in respect of the session, and shall be entitled to a refund of any charges previously paid in respect of the session.

4. Coaching materials

4.1 Any coaching materials we provide to you in the course of the provision of our services will be subject to the licensing terms set out in our website terms and conditions.

5. Medical, legal and financial disclaimers

5.1 We may provide, in the course of the provision of our services, general information about: (a) mental health and other medical conditions and treatments; (b) the law and legal practice; and/or (c) finance and financial practice.

5.2 The information provided by us is not professional medical, legal or financial advice and should not be treated as such. We do not provide mental health, counselling, psychotherapy or psychoanalysis services.

5.3 You must not rely on the information provided by us as an alternative to: (a) mental health or other medical advice from your doctor or other professional healthcare provider; (b) legal advice from your lawyer or other professional legal services provider; or (c) financial or investment advice from your accountant or other professional finance services provider.

5.4 If you think you may be suffering from any mental health or other medical condition, you should seek immediate medical attention. You should never delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information provided by us.

5.5 You should never delay seeking legal advice, disregard legal advice, or commence or discontinue any legal action because of information provided by us.

5.6 You should never delay seeking financial advice, disregard financial advice, or commence or discontinue any action related to your finances because of information provided by us.

6. Third party services

6.1 4.1 We shall provide our services to you remotely, and by means of one or more third party communications services identified in the engagement email or specified by us in writing from time to time ("**third party services**").

6.2 The supply of third party services shall be under a separate contract or arrangement between you and the relevant third party. We do not contract to supply the third party services and are not a party to any contract for, or otherwise responsible in respect of, the provision of any third party services. Fees may be payable by you to the relevant third party in respect of the use of third party services.

6.3 You must comply with the applicable terms and conditions of the third party services.

6.4 You acknowledge that we have no control over, or responsibility for, any disclosure, modification, deletion or other use of data by any person related to any third party services.

6.5 Subject to Section 12.1: (a) we give no guarantees, warranties or representations in respect of any third party services; and (b) we shall not be liable to the you in respect of any loss or damage that may be caused by third party services or any person of third party services.

6.6 If you are unable to access any of the services as a result of any unavailability or failure of any third party services, then you shall have no right to the re-arrangement or re-performance of our services; nor you shall have any right to a refund of the corresponding charges or compensation of any kind - subject to Section 12.1.

7. Your obligations

7.1 You warrant to us that all the information you supplied to us in relation to the contract and the services, is true, accurate, current, complete and non-misleading.

7.2 If you believe that any element of our services does not meet the standards specified in these terms and conditions, then you must promptly notify us and allow us to investigate the matter; and, if those services do not meet that standard, you must allow us to re-perform the services.

8. Charges

8.1 You shall pay the following amounts to us in accordance with these terms and conditions: (a) the charges and other payable amounts specified in the engagement email and elsewhere in these terms and conditions; and (b) such other charges and payable amounts as may be agreed in writing by the parties from time to time ("**charges**").

8.2 All amounts stated in or in relation to these terms and conditions are, unless the context requires otherwise, stated inclusive of any applicable value added taxes.

8.3 Before each arranged session, we will send you a payment request. You must pay the charges to us before the commencement of the corresponding session.

8.4 You must pay the charges by bank transfer (using such payment details as are notified by us to you from time to time) or via PayPal.

8.5 We may suspend the provision of any or all of the services if any amount due to be paid by you to us under the contract is overdue.

9. Confidentiality

9.1 We will keep confidential any information that you provide to us during any session or for the purpose of enabling us to provide our services ("**confidential information**").

9.2 Notwithstanding Section 9.1, we may disclose the confidential information to our employees, professional advisers and/or insurers who have a need to access the confidential information for the performance of their work with respect to the contract and who are bound by a written agreement or professional obligation to protect the confidentiality of the confidential information.

9.3 This Section 9 imposes no obligations upon us with respect to: (a) confidential information that is known to us before disclosure by you and is not subject to any other obligation of confidentiality; (b) confidential information that is or becomes publicly known through no act or default of ours; or (c) confidential information that is obtained by us from a third party in circumstances where we have no reason to believe that there has been a breach of an obligation of confidentiality.

9.4 The restrictions in this Section 9 do not apply to the extent that any confidential information is required to be disclosed by any law or regulation, or by any judicial or governmental order or request.

10. Distance contracts: cancellation right

10.1 This Section 10 applies if and only if you enter into the contract with us as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession - where the contract is a distance contract within the meaning of the distance selling laws.

10.2 You may withdraw an offer to enter into the contract with us at any time; and you may cancel the contract at any time within the period: (a) beginning when the contract was entered into; and (b) ending at the end of 14 days after the day on which the contract was entered into, subject to Section 10.3. You do not have to give any reason for the withdrawal or cancellation.

10.3 You agree that we may begin the provision of our services before the expiry of the period referred to in Section 10.2, and you acknowledge that, if we do begin the provision of services before the end of that period, then: (a) if the services are fully performed, you will lose the right to cancel referred to in Section 10.2; and (b) if the services are partially performed at the time of cancellation, you must pay to us an amount proportional to the services supplied or may deduct such amount from any refund due to you in accordance with this Section 10.

10.4 In order to withdraw an offer to enter into the contract or cancel the contract on the basis described in this Section 10, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

10.5 If you withdraw an offer to enter into the contract, or cancel the contract, on the basis described in this Section 10, you will receive a full refund of any amount you paid to us in respect of the contract, except as specified in this Section 10.

10.6 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

10.7 We will process the refund due to you as a result of a cancellation on the basis described in this Section 10 without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation.

11. Warranties

11.1 Each party warrants to the other that it has the legal right and authority to enter into the contract and to perform its obligations under these terms and conditions.

11.2 All of the parties' warranties and representations in respect of the subject matter of the contract are expressly set out in these terms and conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the contract will be implied into the contract or any related contract.

12. Limitations and exclusions of liability

12.1 Nothing in these terms and conditions will: (a) limit or exclude any liability for death or personal injury resulting from negligence; (b) limit or exclude any liability for fraud or fraudulent misrepresentation; (c) limit any liabilities in any way that is not permitted under applicable law; or (d) exclude any liabilities that may not be excluded under applicable law, and, if you are a consumer, your

statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions: (a) are subject to Section 12.1; and (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

12.3 We will not be liable to you in respect of any losses arising out of any event or any series of related events that is beyond our control.

12.4 We will not be liable to you in respect of any business losses, including loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

12.5 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

12.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

12.7 Our aggregate liability to you with respect to the contract will not exceed the total amount paid by you to us under the contract.

13. Termination

13.1 Either party may terminate the contract by giving the other party written notice of termination. If such notice is given less than 48 hours before any scheduled session, then the contract will terminate at the end of the scheduled session (or the last scheduled session within that period). Otherwise, the contract will terminate upon receipt of the written notice of termination by the other party.

13.2 We may terminate the contract immediately by giving written notice to you if: (a) you commit any breach of the contract; or (b) any amount due to be paid by you to the us under the contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given.

14. Effects of termination

14.1 Upon the termination of the contract, all the provisions of these terms and conditions shall cease to have effect, save that the following provisions of these terms and conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Sections 4, 5, 6.5, 6.6, 9, 12, 14 and 15.

14.2 Except to the extent expressly provided otherwise in these terms and conditions, the termination of the contract shall not affect the accrued rights of either party.

15. General

15.1 No breach of any provision of the contract shall be waived except with the express written consent of the party not in breach.

15.2 If any provision of the contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that

would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

15.3 We may vary the contract by giving you at least 30 days' prior written notice of the variation.

15.4 The contract is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the contract are not subject to the consent of any third party.

15.5 These terms and conditions and the engagement email shall constitute the entire agreement between the parties in relation to the subject matter of the contract, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

15.6 The contract shall be governed by and construed in accordance with English law.

15.7 Subject to any mandatory requirements of applicable law, the courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the contract.