

1. Introduction

1.1 These terms and conditions govern your use of our website at <https://celialoancoaching.com/>.

1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

2. Copyright notice

2.1 Copyright (c) 2024 Dr Celia Loan.

2.2 Subject to the express provisions of these terms and conditions: (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

2.3 Our website is protected by national and international laws and treaties, as are all materials on our website. The copying, publication, distribution, renting, lending, performing, displaying or adapting of our website or any material on our website is strictly prohibited unless we have expressly authorised this, whether by means of these terms and conditions or otherwise, and subject always to the mandatory requirements of applicable law.

3. Permission to use website

3.1 You may, subject to the other provisions of these terms and conditions: (a) view pages from our website in a web browser; and (b) download pages from our website for caching in a web browser.

3.2 You may only use our website for your own personal purposes.

3.3 You must not edit or otherwise modify any material on our website.

3.4 You must not: (a) republish material from our website (including republication on another website); (b) sell, rent or sub-license material from our website; (c) publicly display or show any material from our website in public; (d) exploit material from our website for a commercial purpose; or (e) redistribute material from our website, save to the extent expressly permitted by these terms and conditions.

3.5 We reserve the right to suspend or restrict access to our website, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to the website when we update the website. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

4. Coaching materials

4.1 We may make downloadable coaching materials (such as exercise plans, factsheets, articles, audio files and videos) available on our website, including as a component of our paid services.

4.2 Subject to the payment of any applicable charges by you and your compliance with the other provisions of these terms and conditions, and in addition to the rights specified in Section 3.1 in relation to our website, we grant to you a non-exclusive and non-transferable licence from the date of supply or making available of the relevant coaching materials to: (a) download copies of the coaching materials; (b) store and view copies of the coaching materials on a computer or smartphone; (c) print copies of the coaching materials; and (d) stream audio and video coaching materials from our website using the media player on our website.

4.3 The licence in Section 4.2 is subject to the restrictions in Section 3. In addition, you must not use the coaching materials or any part of coaching materials to compete with us, whether directly or indirectly.

4.4 You must retain, and must not delete, obscure or remove, any and all copyright notices and other proprietary notices in the coaching materials.

4.5 You acknowledge that coaching materials may be protected by digital rights management technology and that we may use that technology to enforce the provisions of these terms and conditions.

4.6 The licence with respect to coaching materials shall continue indefinitely; providing however that if you commit any breach of the licence terms, we may by written notice to you terminate the licence, with immediate effect, with respect to any or all of coaching materials. Upon such termination, you must promptly: (a) irreversibly delete any digital copies of the coaching materials in your possession or control (along with any copies created from such copies); and (b) permanently destroy any paper or other physical copies of the coaching materials in your possession or control (along with any copies created from such copies).

5. Misuse of website

5.1 You must not: (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website; (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity; (c) hack or otherwise tamper with our website; (d) probe, scan or test the vulnerability of our website without our permission; (e) circumvent any authentication or security systems or processes on or relating to our website; (f) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software; (g) impose an unreasonably large load on our website resources (including bandwidth, storage capacity and processing capacity); (h) decrypt or decipher any communications sent by or to our website without our permission; (i) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent; (j) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing; (k) use our website except by means of our public interfaces; (l) violate the directives set out in the robots.txt file for our website; (m) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing); or (n) do anything that interferes with the normal use of our website.

5.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

6. Testimonials

6.1 This Section 6 governs all testimonials relating to our business that you send to us, whether through our website, by email or otherwise.

6.2 You grant to us an exclusive, worldwide, irrevocable, royalty-free licence to: (a) edit your testimonials, providing that such editing shall not materially distort the meaning of any testimonial; (b) publish your testimonials on our website and in such other print and electronic media as we may

determine from time to time (including your first name). You grant us the right to sub-license these rights; and you grant us the right to bring an action for infringement of these rights.

6.3 You hereby waive all your moral rights in your testimonials to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your testimonials have been waived to the maximum extent permitted by applicable law.

6.4 Without prejudice to our other rights under these terms and conditions, we may delete, unpublish or edit any or all of your testimonials.

6.5 You warrant and represent that your testimonials will not: (a) be illegal or unlawful; (b) infringe any person's legal rights; or (c) be capable of giving rise to legal action against any person.

7. Medical, legal and financial disclaimers

7.1 We may provide, on our website, 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.

7.2 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.

7.3 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; (c) financial or investment advice from your accountant or other professional finance services provider.

7.4 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.

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

7.6 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.

8. Limited warranties

8.1 We do not warrant or represent: (a) the completeness or accuracy of the information published on our website; (b) that the material on the website is up to date; (c) that the website will operate without fault; or (d) that the website or any service on the website will remain available.

8.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

8.3 To the maximum extent permitted by applicable law and subject to Section 9.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

9. Limitations and exclusions of liability

9.1 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.

9.2 The limitations and exclusions of liability set out in this Section 9 and elsewhere in these terms and conditions: (a) are subject to Section 9.1; 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.

9.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

9.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

9.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

9.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

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

10. Breaches of these terms and conditions

10.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may: (a) send you one or more formal warnings; (b) temporarily suspend your access to our website; (c) permanently prohibit you from accessing our website; (d) block computers using your IP address from accessing our website; (e) contact any or all of your internet service providers and request that they block your access to our website; (f) commence legal action against you, whether for breach of contract or otherwise.

10.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking.

11. Third party websites

11.1 Our website may include hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

11.2 We have no control over third party websites and their contents, and subject to Section 9.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

12. Trade marks

12.1 CELIA LOAN COACHING, our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

12.2 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

13. Variation

13.1 We may revise these terms and conditions from time to time.

13.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

14. Assignment

14.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

14.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

15. Severability

15.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

15.2 If any unlawful and/or unenforceable provision of these terms and conditions 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.

16. Entire agreement

16.1 Subject to Section 9.1, these terms and conditions constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

17. Law and jurisdiction

17.1 These terms and conditions shall be governed by and construed in accordance with English law.

17.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

18. Our details

18.1 This website is owned and operated by Dr Celia Loan trading as CELIA LOAN COACHING.

18.2 You can contact our business: (a) using our website contact form; (b) by telephone, on the contact number published on our website; or (c) by email, using the email address published on our website.