



TERMS AND CONDITIONS

1. Application of terms and conditions

- 1.1. These terms and conditions ("Terms") apply to the Raw Coach Training Programme 2017 ("Programme") operated by Karen Knowler International Limited of 2 Liscombe West, Liscombe Park, Soulbury, Leighton Buzzard LU7 0JL ("we" or "us"). By registering to be a participant in our Programme, 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.
- 1.2. The agreement between us and you, the person or entity registering to be a participant in the Programme ("you") and which is subject to these Terms ("Contract"), shall come into effect upon us emailing you to confirm our acceptance of your registration form for the Programme and shall continue until terminated in accordance with these Terms.
- 1.3. If you are purchasing online, the order process will be as follows:
 - 1.3.1. add the Programme to the cart and proceed to the checkout and make payment as directed;
 - 1.3.2. if you are paying by PayPal, you will be re-directed to the PayPal website for you to make payment and then once payment is made, you will be re-directed back to our site;



- 1.3.3. we will send you an email acknowledging your order and confirming whether we have accepted your order.
- 1.3.4. If at any stage you have made an error in your order, you may email us at support@karenknowler.com to correct any errors.
- 1.4. If you are purchasing online, you should print a copy of these Terms for your records as we will not be filing a copy and we may change these Terms from time to time.
- 1.5. These Terms should be read in conjunction with our Website Terms of Use, Privacy Policy and Acceptable Use Policy (all of which can be found on our website <http://therawfoodcoach.com> ("site")).
- 1.6. Any content posted or submitted by you to our site in the course of the Programme is subject at all times to the Acceptable Use Policy.
- 1.7. Where you are a corporate entity, "you" as used in these Terms shall be deemed to include your officers and employees and you shall procure that such officers and employees fully comply with these Terms.

2. Programme

- 2.1. The Programme will be provided over the course of 12 months from the date of your registration and shall be delivered by a combination of online training modules ("Online Modules"), group telephone/online sessions ("Group Sessions"), one on one telephone/online sessions ("One to One Session") and a 3 day retreat in the UK ("Retreat"), all as



detailed on the site (“Sessions”). We shall also maintain and invite you into a Facebook Group where you may remain for the duration of the Programme.

Group Sessions

- 2.2. The date and time of all Group Sessions are as set out within the Facebook Group 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. Please check the Facebook Group regularly for updates on changes to dates and times. Group Sessions shall start and end at the scheduled times regardless of the time that you join the call.

One to One Sessions

- 2.3. If you need to cancel a One to One Session, you should provide us with as much notice as possible (by emailing support@karenknowler.com) and we will endeavour to reschedule the session to a mutually convenient date and time. If you provide us with less than 24 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.
- 2.4. If you arrive late for a One to One Session, the session will still end at the scheduled time and we will not be obliged to refund you any amounts paid in relation to such session.



Retreat

- 2.5. The Retreat will be held at a third party venue and you agree to comply at all times with such venue's policies and rules in relation to such venue (particularly fire safety and health and safety rules). We may require you to leave if you do not comply with such policies and rules (and shall not be obliged to refund you any amounts paid).
- 2.6. You are responsible for your own belongings that you take to the Retreat and neither we nor the venue will be liable for any loss, damage, theft or destruction of any of your belongings.
- 2.7. You agree to indemnify us against any claim from any third party (and associated costs and expenses (including professional fees)) arising out of your actions or inactions while at a venue as part of the Programme.
- 2.8. Should we need to change the date, location and/or other arrangements for the Retreat, we shall provide you with as much notice as possible, but in the event that you aren't able to attend the Retreat the total fee for the Programme shall remain payable.

Online Modules

- 2.9. The Online Modules of the Programme are held on third party secure servers and we have taken all reasonable steps to ensure that the Online Modules 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.

- 2.10. 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 unauthorized use of your account.
- 2.11. You shall have access to the Online Modules for the duration of the Programme and subsequent to that, for such time as we maintain the website and hosting in relation to such Online Modules. We may in our discretion close down access to the Online Modules at any time after the 12 month anniversary of your registration without any notice to you (although we will endeavour to provide you with reasonable notice so that you can download the materials should you want to do so).

3. Payment

- 3.1. The total price payable for the Programme is as set out on the checkout page of our site. Please ensure that you have selected the correct payment plan that you want to purchase. If at any stage you have made an error in your order, you may email us at support@karenknowler.com to correct any errors.



- 3.2. You may either choose to pay the fee in full or by instalments and you can select this option during the ordering process. If you choose to pay in instalments, a deposit of the amount set out on the site and at checkout is payable on registration for the Programme. Your chosen payment method will then be automatically charged for a total of 10 instalment payments every 30 days following your registration and each subsequent month until all instalments have been paid. It is your responsibility to notify us if any credit or debit card provided to us for payment expires and to provide us with alternative payment details.
- 3.3. Payment is to be made by any method that is detailed on our site from time to time. If we agree to invoice you and for you to pay by BACS transfer, all invoices are payable immediately upon presentation or as detailed in the invoice.
- 3.4. Without prejudice to any other right or remedy that we may have, if any sum payable under these terms is not paid within 7 days of the date due we reserve the right to (i) charge interest from the date due for payment to the actual date of payment at the rate of 3% above the base rate of Lloyds Bank plc from time to time in force and/or (ii) suspend the availability of the Programme until such time as payment is made or the Contract is terminated.
- 3.5. Except as expressly stated otherwise, the total price payable as set out in the summary of key terms is exclusive of Value Added Tax (and any other applicable taxes or duties) which shall be added at the applicable rate where necessary.
- 3.6. You shall be responsible for all travel, accommodation and other



subsistence costs and all other expenses incurred by you in connection with your participation in the Programme, other than in relation to the Retreat where your accommodation and meals shall be provided.

- 3.7. All payments are non-refundable other than in relation to any valid termination by you pursuant to paragraph 6.2. For the avoidance of doubt, if you do not continue with the Programme for any reason (including us removing you from the Programme in accordance with these terms), all future instalment payments shall remain payable when due.

4. Our obligations and confidentiality

- 4.1. We warrant to you that the Programme is of satisfactory quality and reasonably fit for the purpose for which the Programme is supplied.
- 4.2. Other than as set out in paragraph 4.1 above, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of coaching and mentoring 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.
- 4.3. In particular we make no guarantees that you will earn any money using the materials contained in the Programme. Your level of earnings will depend on the time you devote to the Programme, your finances, your knowledge, your skills and many other factors outside of our control. The Programme is not a “get rich scheme”.



- 4.4. Where we refer to any examples of success or earnings made from following the materials in the Programme, these can be verified upon request.
- 4.5. We will endeavour to ensure that all information that we provide 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.
- 4.6. We each acknowledge that in the course of the Programme we will each have access to confidential information from each other and from other Programme members 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.
- 4.7. You acknowledge and agree that your personal data will be processed by and on behalf of us as part of us providing the Programme to you.



5. Intellectual Property

- 5.1. We are the owner or the licensee of all Intellectual Property Rights and all other rights in the Programme and all content within the Programme and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Programme or the content of the Programme to you or to any other person.
- 5.2. Except where we have expressly provided otherwise, you may not at any time copy, reproduce, publish in any form, share, teach, sell, dispose of or otherwise make available to a third party in any way any of the content or materials contained in the Programme.
- 5.3. We grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content of the Programme for the purposes for which the Programme were provided only (including using certain of the materials in your own business without our logo on such materials). If you choose to use any of the Programme materials in your own business, you do so at your own risk and while every effort has been made to check that such materials do not infringe any third party intellectual property rights, we make no warranty or representation in this regard and shall not be liable under any circumstances for any such infringement.
- 5.4. Except as set out in paragraph 5.3, you may not use any of our intellectual property rights at any time except where duly licensed. Use of our logo is strictly prohibited without our prior written consent.



- 5.5. You may not without our prior written consent make any audio or visual recordings of any part of our Programme.
- 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. Term and termination

- 6.1. 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.
- 6.2. Notwithstanding the provisions of paragraph 6.1, either of us may terminate the Contract on written notice to the other with immediate effect if at any time:
 - 6.2.1. The other commits any serious or repeated breach or non-observance of any of the provisions of these Terms; or



- 6.2.2. 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).
- 6.3. We may terminate this agreement at any time if you commit any fraud or dishonesty or act in any manner which in our opinion is likely to be disruptive to the Programme or the members of the Programme or bring or is likely to bring us into disrepute or is materially adverse to our interests.
- 6.4. On or before the date of termination of the Contract, you shall immediately pay any unpaid fees or other sums payable under these Terms (which for the avoidance of doubt shall include any remaining instalments regardless of the point at which the Contract is terminated).
- 6.5. Upon termination, you shall be removed from the Facebook Group and you shall no longer have access to the Online Modules or be entitled to take part in any of the other Sessions.
- 6.6. 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 that existed at or before the date of termination.



- 6.7. 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.
- 6.8. 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.
- 6.9. This paragraph 6 shall survive termination of the Contract.
- 6.10. Where the Contract expires, this shall be treated as a termination for the purposes of paragraph 6 and all other paragraphs that refer to "termination".

7. Liability

- 7.1. Nothing in this paragraph 7 shall limit our liability for death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.
- 7.2. We shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by the you as a result of you entering into the Contract and/or us providing the Programme.



- 7.3. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall in all circumstances be limited to the price paid by you for the Programme.
- 7.4. If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control, we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.
- 7.5. We shall not be not liable for additional costs incurred by you as a result of changes in (i) the Programme, (ii) any other content, (iii) the location of venues, (iv) the time and date of sessions or (v) trainers, instructors or coaches.
- 7.6. The provisions of this paragraph 7 shall survive termination of the Contract.
- 7.7. You acknowledge and agree that:
- 7.7.1. The Contract constitutes the entire agreement and understanding between us and supersedes any previous arrangement, understanding or agreement between us relating to the provision of the Programme (which shall be deemed to have been terminated by mutual consent);
- 7.7.2. in entering into the Contract you have not relied on any undertaking,



promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the provision of the Programme other than as expressly set out in the Contract.

8. General

- 8.1. By registering for our Programme you warrant that:
 - 8.1.1. You are legally capable of entering into binding contracts; and
 - 8.1.2. You are at least 18 years old;
 - 8.1.3. That all information you provide us with is materially true and accurate at all times and not misleading in any way; and
 - 8.1.4. You are purchasing the Programme in a business capacity.
- 8.2. You accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. You agree to this electronic means of communication and you acknowledge 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.
- 8.3. We may vary these Terms (other than the price payable by you for the Programme) as we see fit from time to time and if we do, we shall



notify you by email of the change of terms. Your continuation with the Programme will be deemed to be your acceptance of any new Terms.

- 8.4. The Contract is personal to you and you may not assign, transfer, charge, subcontract, sub-license or deal in any other manner with all or any of your rights under the Contract.
- 8.5. 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.
- 8.6. If we fail to insist upon strict performance of any of your obligations under the Contract, 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. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is in writing.
- 8.7. If any of these Terms 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.
- 8.8. A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.



- 8.9. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.
- 8.10. The 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 English law.
- 8.11. We each irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
- 8.12. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

Please sign and date below to show that you have read this agreement in totality and that you understand and agree to all terms laid out within this document:

PRINT NAME: _____

SIGNED: _____

DATE: _____

Please scan or photograph this page and email to support@karenknowler.com. We recommend that you keep a printed copy of this entire 16-page agreement in your records for future reference.