



KIRSTEN TRUSSELL

COACHING AND CONSULTANCY

Terms and Conditions of Supply of Services by Kirsten Trussell Coaching and Consultancy

1. INTRODUCTION

Kirsten Trussell Coaching and Consultancy ("site") is owned and operated by Kirsten Trussell, trading as Kirsten Trussell Coaching and Consultancy with our business address at 34 Hertford Road, Brighton, BN1 7GF. We are not VAT registered.

Please read these terms and conditions carefully before placing an order. By purchasing services on this Site, you agree to be bound by these terms and conditions. If you are not willing to be bound by these terms and conditions, please do not purchase services from this Site.

2. CHANGES TO TERMS

We reserve the right, at our discretion, to modify, add, or remove any or all these terms and conditions at any time and each such change shall be effective immediately upon posting.

Please check these terms and conditions periodically for changes.

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.

If the revised terms apply to any existing provision of services, we will notify you of the changes.

3. PRIVACY POLICY AND ACCEPTABLE USE POLICY

Registration and other information provided by you is subject to our Privacy Policy and shall only be used in accordance with it. For more information, please go to our Privacy Policy - <https://www.kirstentrussell.co.uk/files/ugd/c94aa1afd1474e62084d32bdadb764ff6e86f4.pdf>

4. AGE RESTRICTION

You shall not purchase any 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.



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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 conflict between these Terms and any term of the order, the order will take priority.

6. ENTIRE AGREEMENT

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, full name and contact details. We will contact you in writing about this if they



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are not given at the time of purchase. 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, or to make improvements agreed between you and us in writing to the services. 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:

- a) please contact us and tell us as soon as reasonably possible;
- b) please give us a reasonable opportunity to repair or fix any defect; and
- c) we will use every effort to solve the problem within **7** working 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:



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- a) 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 using the Form of Cancellation at the bottom of this page - <https://www.kirstentrussell.co.uk/>. We will confirm your cancellation in writing to you;
- b) 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;
- c) 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:

- a) you do not pay us when you are supposed to. This does not affect our right to charge you interest on late payment; or
- b) 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.



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11. PRICE AND 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 exclusive of VAT.
- 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, unmistakeable 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 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 Monzo 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;



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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, by hand, or by pre-paid post to **Kirsten Trussell Coaching and Consultancy at 34 Hertford Road, Brighton, BN1 7GF or kirsten.trussell@outlook.com**.
- 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.



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- 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 law governs these Terms and contract between you and us. English courts will have jurisdiction on any dispute that may arise out of this Terms or contract between you and us.
- 16. CONTACT US**
- 16.1 For any questions or queries you can e-mail us at kirsten.trussell@outlook.com.