



# KIRSTEN TRUSSELL

COACHING AND CONSULTANCY

## KIRSTEN TRUSSELL TRADING AS KIRSTEN TRUSSELL COACHING AND CONSULTANCY STANDARD TERMS OF BUSINESS FOR ORGANISATIONS PURCHASING SERVICES ONLINE

### 1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply to these Terms.

**Capacity:** as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

**Confidential Information:** confidential information in whatever form relating to your business, customers, products, affairs and finances for the time being confidential to you.

**Contract:** the contract between you and us for the supply of Services in accordance with these Terms.

**Deliverables:** all documents, products and materials developed by us or our agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Services:** the services that we are providing to you in a coaching or training capacity as set out on our website - <https://www.kirstentrussell.co.uk/>

**Terms:** the terms and conditions set out in this document.

**Training Session:** any coaching or training session, seminar or workshop provided by us in accordance with these Terms.

**We/us:** Kirsten Trussell Trading As Kirsten Trussell Coaching and Consultancy with our address at 34 Hertford Road, Brighton, BN1 7GF.

**Website:** our website <https://www.kirstentrussell.co.uk/>

**Writing or written:** includes email.

1.2 The headings do not affect the interpretation of these Terms.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

### 2. Basis of Agreement

2.1 These Terms and the services as set out on our Website constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us that is not set out in these Terms or the website.

2.2 If any of these Terms are inconsistent with any term of the Services as set out on the Website, the information on the website shall prevail.

2.3 These Terms shall become binding on you and us and a contract shall be formed between us upon payment for the services online or via invoice.

### 3. Your Duties

You will:

3.1 provide to us all the information we reasonably request to allow us to provide the Services;

3.2 co-operate with us in all matters relating to the Services

### 4. Our Duties

4.1 We shall:

(a) provide the Services with all due care, skill and ability;

(b) unless prevented by ill health or accident, devote such time to the carrying out of the Services as may be necessary for their proper performance;



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- (c) use reasonable endeavours to meet any performance dates specified in the Proposal, but any such dates shall be estimates only and time for performance by us shall not be of the essence of this Contract; and

- 4.2 We may use a third party to perform any administrative, clerical, secretarial or other functions which are reasonably incidental to the provision of the Services provided that you will not be liable to bear the cost of such functions.

**5. Fees and Booking**

- 5.1 The charges for the Services are as set out on our Website.

- 5.2 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out on our Website.

- 5.3 For Services where the Website refers to one single payment, you will pay online (or on request we will invoice you) for the fixed price in advance.

- 5.4 Where the Website refers to payment of a deposit, stage payments or retainers we will invoice you for the deposit in advance and for each stage payment or retainer at the time or at the stage of the project specified on the Website.

- 5.5 All charges are stated exclusive of VAT which shall be added to the charges at the applicable rate (where necessary).

- 5.6 If paying by invoice, you must pay each of our invoices in full, and in cleared funds by the payment method specified on the invoice, within 7 days of the date of the invoice. If payment in full is not possible before the commencement date of the Service, invoice payment will not be offered as an option. Payment online will be the only option.

- 5.7 Without prejudice to any other right or remedy, if you fail to pay the invoice on the due date, we may:

- (a) charge interest on the sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Monzo Bank, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and you shall pay the interest immediately on demand; and

- (b) suspend all Services until payment has been made in full.

**6. Cancellation**

- 6.1 You may cancel any Training Session (but no other Services, including Coaching programmes) by notice in writing to us.

- 6.2 On cancellation of a Training Session you must pay us the following fees:

- (a) if notice of cancellation is received 28 days or less before the start of the relevant Training Session, a cancellation fee of 100% of the fee for the Training Session;

- (b) and if notice of cancellation is received more than 28 days before the start of the relevant Training Session, a cancellation fee of 50% of the fee for the Training

**7. Other activities**

Nothing in these Terms shall prevent us from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation provided that such activity does not cause a breach of any of our obligations under these Terms.

**8. Confidential information and our materials**

- 8.1 We acknowledge that in the course of providing the Services we will have access to Confidential Information. We shall not (except in the proper course of our duties) use or disclose to any third party any Confidential Information.

- 8.2 You will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and which we or our employees, agents, consultants or subcontractors have disclosed to you and any other confidential information concerning our business or our products and services which you may obtain.

- 8.3 The restrictions in clauses 8.1 and 8.2 do not apply to:

- (a) any use or disclosure required by law or authorised by the party to whom the information relates; or



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- (b) any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure by the party to whom the information does not relate.

8.4 All materials, equipment and tools, drawings, specifications and data which we supply to you shall, at all times, be and remain our exclusive property, but shall be held by you in safe custody at your own risk and maintained and kept in good condition by you until returned to us, and shall not be disposed of or used other than in accordance with our written instructions or authorisation.

## 9. Data protection

- 9.1 We will process your personal data in accordance with our Privacy Notice that you can view at the bottom of the page of our Website - <https://www.kirstentrussell.co.uk/>.

## 10. Intellectual property

- 10.1 We are the owner or the licensee of all Intellectual Property Rights and all other rights in the Services and the Deliverables and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Services or the Deliverables. We grant you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the Deliverables for the purposes for which the Services were provided only.
- 10.2 You grant to us a non-exclusive perpetual, worldwide, royalty free licence to use all or any of your Intellectual Property Rights in any materials or content you submit to us.
- 10.3 You acknowledge that, where we do not own any of the materials or content which we submit to you, your use of rights in such materials or content is conditional on our obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle us to license such rights to you.

## 11. Termination

- 11.1 We may terminate this Contract on 1 months' notice for any reason with no liability to provide any further services to you.
- 11.2 You may terminate this Contract if we commit any serious or repeated breach of any of the provisions of this Contract and such breach is not remedied within 14 days of notification of breach.
- 11.3 Notwithstanding clause 11.1, we may terminate this Contract with immediate effect with no liability to provide any further services to you if at any time:
- (a) you fail to make a payment when due and payable under this Contract;
  - (b) you commit any gross misconduct affecting our business;
  - (c) you commit any serious or repeated breach or non-observance of any of the provisions of this Contract;
  - (d) you are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
  - (e) you commit any fraud or dishonesty or carry out business or otherwise act in any manner which in our opinion brings or is likely to bring us into disrepute or is materially adverse to our interests.
  - (f) an order is made or a resolution is passed for your winding up, or circumstances arise which entitle a court of competent jurisdiction to make an order winding you up;
  - (g) an order is made for the appointment of an administrator to manage your affairs, business and property, or documents are filed with a court of competent jurisdiction for the appointment of an administrator for you, or notice of intention to appoint an administrator is given by you or your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);
  - (h) a receiver is appointed of any of your assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager for you, or if any other person takes possession of or sells your assets; or
  - (i) you make any arrangement or composition with your creditors, or make an application to a court of competent jurisdiction for the protection of your creditors in any way, or become bankrupt; or



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- (j) you cease, or threaten to cease, to trade; or
- (k) you take or suffer any similar or analogous action in any jurisdiction in consequence of debt; or
- (l) being an individual, you are subject to a bankruptcy order or are made bankrupt.

11.4 Our rights under this clause 11 are without prejudice to any other rights that we might have at law to terminate the Contract. Any delay by us in exercising our rights to terminate shall not constitute a waiver of these rights.

11.5 We shall not be obliged to retain documents and information relating to you after termination of this Contract.

**12. Obligations on termination**

On termination of this Contract you shall immediately pay to us any unpaid fees or other sums payable under this Contract. Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms.

**13. Status**

Our relationship to you will be that of independent contractor and nothing in these Terms shall render us or the Individual your employee, worker, agent or partner and we shall not hold ourselves out as such.

**14. Limitation of Liability**

14.1 Other than (i) liability for death or personal injury to any person caused by our negligence, (ii) liability for any fraud or fraudulent misrepresentation made by us or (iii) liability for any other matter which we may not legally exclude or limit, we exclude all liability for any loss or damage suffered by you resulting from the Contract (including all consequential loss or damage howsoever caused and whether or not this was in your or our reasonable contemplation and including any loss or damage suffered by you as a result of advice or opinions given by the Individual or by any of our employees, agents, consultants or subcontractors).

14.2 If we are prevented from or delayed in performing our obligations by your act or omission (or the act or omission of your agents, subcontractors, consultants or employees) or by any circumstance outside of our control, we shall not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

14.3 In the event that we are found liable to you for any loss or damage, this liability shall be limited to the amount of any fees you paid to us in accordance with these Terms in the 12 months preceding the judgment. In the event that a court of competent jurisdiction does not allow such limitation on liability and awards damages against us in excess of such amount, you agree to release us from all damages and liability in excess of such amount.

14.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.

14.5 This clause 14 shall survive termination of the Contract.

**15. Notices**

All notices sent by you to us must be sent to Kirsten Trussell at 34 Hertford Road, Brighton, BN1 7GF or by email to [Kirsten.trussell@outlook.com](mailto:Kirsten.trussell@outlook.com). We may give notice to you at either the e-mail or postal address you provide to us in the Proposal or as subsequently notified by you. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

**16. Assignment and subcontracting**

16.1 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms.

16.2 You shall not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms.

**17. General**

17.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.



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- 17.2** No failure or delay by us to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 17.3** Except as set out in these Terms, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by us.
- 17.4** A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (inclng non-contractual disputes or claims) shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English court.