

DUNHOLM LEADERSHIP ACADEMY

Terms and Conditions

1. THESE TERMS MAY HAVE CHANGED SINCE YOU LAST REVIEWED THEM

For a list of changes and when they were made, please contact us at support@dunholmleadership.com for a copy highlighting changes to the terms.

2. WE DON'T GIVE BUSINESS CUSTOMERS ALL THE SAME RIGHTS AS CONSUMERS

For example, business customers can't cancel their orders, they have different rights where there is a problem with a product and we don't compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

3. WHEN YOU BUY FROM US YOU ARE AGREEING THAT:

- We only accept orders when we've checked them.
- Sometimes we reject orders.
- We charge you when you order.
- We charge interest on late payments.
- We pass on increases in VAT.
- We're not responsible for delays outside our control.
- If you are a consumer and you bought online, you have a legal right to change your mind.
- You can end an on-going contract (email: support@dunholmleadership.com to find out how).
- You have rights if there is something wrong with your product.
- We can change products and these terms.
- We can suspend supply (and you have rights if we do).
- We can withdraw products.
- We can end our contract with you.
- We don't compensate you for all losses caused by us or our products.
- We use your personal data as set out in our Privacy Notice.
- We both will keep each other's information confidential.

- You will respect our intellectual property rights.
- You have several options for resolving disputes with us.
- Other important terms apply to our contract.

4. IF YOU ARE A BUSINESS CUSTOMER THIS IS OUR ENTIRE AGREEMENT WITH YOU

If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

5. WE ONLY ACCEPT ORDERS WHEN WE'VE CHECKED THEM

We contact you to confirm we've received your order and then we contact you again (normally within one week) to confirm we've accepted it **OR** we accept it when we dispatch or supply the product to you.

6. SOMETIMES WE REJECT ORDERS

Sometimes we reject orders, for example, because a product is unexpectedly out of stock or because we can't verify your age (where the product is age-restricted) or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

7. WE CHARGE YOU WHEN YOU ORDER OR WE ACCEPT YOUR ORDER OR WE SUPPLY YOUR PRODUCT

- 7.1 You agree to pay the charges for the products you order at the prices shown on our or Kajabi website at the time you place your order.
- 7.2 However, for some products we take payment at regular intervals, as explained to you during the order process.
- 7.3 If you are paying the charges through a payment plan, whether through us directly or through Kajabi, you agree that even if access is revoked to the product, whether caused by you not making agreed payments or a breaching these terms, the charges owed will still be due.

8. IF YOU ARE A BUSINESS CUSTOMER YOU HAVE NO SET-OFF RIGHTS

If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. WE CHARGE INTEREST ON LATE PAYMENTS

- 9.1 If we're unable to collect any payment you owe us, we charge interest on the overdue amount at the rate of 2% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the

overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

- 9.2 Failure to pay a payment you owe to us could result in your access to the product being revoked by and in line with the Kajabi platform.

10. WE PASS ON INCREASES IN VAT

If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

11. WE'RE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL

If our supply of your product is delayed by an event outside our control, such as extreme weather events, failures in power supply, telecommunications or the internet etc., we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team: support@dunholmleadership.com to end the contract and receive a refund for any products you have paid for in advance, but not received.

12. IF YOU ARE A CONSUMER AND YOU BOUGHT ONLINE, YOU HAVE A LEGAL RIGHT TO CHANGE YOUR MIND

- 12.1 **Your legal right to change your mind.** For most of our products bought online, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

- 12.2 **When you can't change your mind.** You can't change your mind about an order for:

- 12.2.1 digital products, after you have started to download, view, use or stream these;
- 12.2.2 services (including online courses and full programmes), once these have been completed or where the service has commenced at your request before expiry of your right to cancel period (14 days from your order); or
- 12.2.3 digital products and services once a significant amount of the programme content has been accessed (over 10%) because you are considered to have benefited from materials provided; or
- 12.2.4 after expiry of your right to cancel period (i.e., more than 14 days after placing your order).

- 12.3 **The deadline for changing your mind.** If you change your mind about a product, you must let us know no later than 14 days after:

- 12.3.1 the day we deliver your product, even when delivered electronically.
- 12.3.2 the day we confirm we have accepted your order, if it is for a service, for example a 1:1 online session.

- 12.3.3 the day we confirm we have accepted your order, if it is for digital content for download or streaming (for example, pre-recorded webinars, online leadership training videos in digital format etc.), although you can't change your mind about digital content once we have started providing it or once a significant amount of the course or programme content has been accessed (over 10%).
- 12.4 **How to let us know.** To let us know you want to change your mind, contact our Customer Service Team: support@dunholmleadership.com.
- 12.5 **You have to pay for services you received before you change your mind.** If you bought a service (such as a 1:1 online session, access to live tutoring sessions or a live webinar course) we don't refund you for the time you were receiving it before you told us you'd changed your mind.
- 12.6 **When and how we refund you.** If your product is a service or digital content that haven't been delivered or that we're collecting from you, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.
- 13. YOU CAN END AN ON-GOING CONTRACT (FIND OUT HOW)**
- We tell you when and how you can end an on-going contract with us (for example, for regular services or a subscription to digital content) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team: support@dunholmleadership.com.
- 14. YOU HAVE RIGHTS IF THERE IS SOMETHING WRONG WITH YOUR PRODUCT**
- 14.1 **Return the product to us.** If you think there is something wrong with your product, you must contact our Customer Service Team: support@dunholmleadership.com.
- 14.2 **Your rights and remedies if you are a consumer.** We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that You have several options for resolving disputes with us.

Summary of your key legal rights

If your product is **digital content**, for example pre-recorded webinars, educational leadership training and development videos, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

If your digital content is faulty, you're entitled to a repair or a replacement.

If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

If your product is **services**, for example live webinars or tutoring sessions, the Consumer Rights Act 2015 says:

You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.

If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.

If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

14.3 Your remedies if you are a business. Unless an exception applies (see Exceptions to business customers' warranty) if:

14.3.1 you give us notice in writing within a reasonable time of discovery that a product does not comply with the business customer warranty (see Your rights if you are a consumer);

14.3.2 we are given a reasonable opportunity of examining such product; and

14.3.3 you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full and this will be your only remedy for breach of the warranty. These terms shall apply to any repaired or replacement products supplied by us.

14.4 Exceptions to business customers' warranty. We will not be liable for a product's failure to comply with the business customer warranty (see Your rights if you are a business) if:

14.4.1 you make any further use of such product after telling us it is non-compliant;

14.4.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;

14.4.3 the defect arises because we followed any drawing, design or specification supplied by you;

14.4.4 you alter or repair the product without our written consent; or

14.4.5 the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

15. WE CAN CHANGE PRODUCTS AND THESE TERMS

15.1 Changes we can always make. We can always change a product:

15.1.1 to reflect changes in relevant laws and regulatory requirements;

15.1.2 to make minor technical adjustments and improvements, for example to address a security threat; and

- 15.1.3 to update digital content, provided that the digital content always matches the description of it that we provided to you before you bought it. We might ask you to install these updates.

16. WE CAN SUSPEND SUPPLY (AND YOU HAVE RIGHTS IF WE DO)

16.1 We can suspend the supply of a product or service. We do this to:

- 16.1.1 deal with technical problems or make minor technical changes;
- 16.1.2 update the product to reflect changes in relevant laws and regulatory requirements; or
- 16.1.3 make changes to the product (see We can change products and these terms).

16.2 We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the product for longer than one week in any one calendar month we adjust the price, so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, for more than one week in any one calendar month you can contact our Customer Service Team: support@dunholmleadership.com to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

17. WE CAN WITHDRAW PRODUCTS

We can stop providing a product, such as an ongoing service or a subscription for digital content. We let you know at least 28 days in advance, and we refund any sums you've paid in advance for products which won't be provided.

18. WE CAN END OUR CONTRACT WITH YOU

18.1 We can end our contract with you for a product and claim any compensation due to us (including enforcement costs) if:

- 18.1.1 you don't make any payment to us when it's due and you still don't make payment within 21 days of our reminding you, or our partner Kajabi reminding you, that payment is due;
- 18.1.2 you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product, for example, support@dunholmleadership.com; and
- 18.1.3 you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us.

19. WE DON'T COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR PRODUCTS

19.1 Our liability to consumers. We're not responsible for losses you suffer caused by us breaking this contract if the loss is:

- 19.1.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

- 19.1.2 **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section We're not responsible for delays outside our control.
- 19.1.3 **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.
- 19.1.4 **Your own doing.** If the loss is caused by your misinterpretation and application of the learning provided or if you forget your login credentials to the services where we host our products, such as Kajabi, we will not be liable for that loss. The product and educational content are intended to support learning but not be a replacement for your own professional or commercial judgement.
- 19.2 Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in *Our liability to businesses*.
- 19.3 **Our liability to businesses.** If you're a business, then, except in respect of the losses described in *Losses we never limit or exclude*:
 - 19.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
 - 19.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to one hundred per cent (100%) of the total sums paid by you to us for products under this contract over the previous 12 months in which the loss was suffered.
- 19.4 **Losses we never limit or exclude.** Nothing in these terms shall limit or exclude our liability for:
 - 19.4.1 death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977;
 - 19.4.2 fraud or fraudulent misrepresentation;
 - 19.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 19.4.4 defective products under the Consumer Protection Act 1987; or
 - 19.4.5 any liability that cannot legally be limited.
- 19.5 **No implied terms about goods.** Except to the extent expressly stated in *Your rights if you are a business*, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

- 19.6 **Professional Liability Disclaimer:** You agree that all content in our product is for educational purposes only and does not constitute professional psychological, medical, human resource, and legal advice.
20. **WE USE YOUR PERSONAL DATA AS SET OUT IN OUR PRIVACY NOTICE**
- How we use any personal data you give us is set out in our Privacy Notice:** to access our Privacy Notice please visit our website at dunholmleadership.com.
21. **WE BOTH WILL KEEP EACH OTHER'S INFORMATION CONFIDENTIAL**
- 21.1 **Keeping information private.** Each of us agrees not to share any confidential information about the other's business, customers, or suppliers during this agreement and after it ends, unless the law allows or requires us to do so.
- 21.2 **When information can be shared.** We may share confidential information with our employees, contractors, or professional advisers if they need it to help us carry out this agreement. We will make sure they keep it confidential too. We may also share information if we're required to by law, a court, or a regulator.
- 21.3 **How the information can be used.** We will only use each other's confidential information to meet our responsibilities under this agreement.
22. **YOU WILL RESPECT OUR INTELLECTUAL PROPERTY RIGHTS**
- 22.1 **Ownership of products.** We retain all intellectual property rights in the products, whether physical materials, services or digital content (including content on our website), that we provide to you, as well as in any new versions or adaptations of that content that we create.
- 22.2 **Who owns new creations.** If you create anything new using our content, for example, improvements or add-ons, you agree that we will own the rights to those creations, save for the content you create in your own personal leadership growth plans and worksheets. If we need you to sign anything to confirm this, you agree to help us do that.
- 22.3 **Restrictions on using our intellectual property.** You also agree not to copy, reproduce, distribute, or use any of our materials (including any content, documentation, data, or tools we provide to you) for any purpose outside the scope of the permissions we have given. This means you must not share, publish, or reuse our materials in any way unless we expressly allow it in writing. You also must not upload or attempt to upload any harmful material, unlawful content, malware or viruses to our website or to any of our systems or digital content or do anything which might cause harm or damage our reputation.
23. **YOU HAVE SEVERAL OPTIONS FOR RESOLVING DISPUTES WITH US**
- 23.1 **Our complaints policy.** Our Customer Service Team: support@dunholmleadership.com will do their best to resolve any problems you have with us or our products as per our Complaints policy. To access our complaints policy, please contact: support@dunholmleadership.com.
- 23.2 **Resolving disputes without going to court (consumers only).** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to Centre for Effective Dispute Resolution through their website at <https://www.cedr.com/>. If you're not satisfied with the outcome you can still go to court.

23.3 **You can go to court.** These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

24. OTHER IMPORTANT TERMS APPLY TO OUR CONTRACT

24.1 **Organisation seat reallocation.** If you are a business, and a named delegate leaves the organisation before accessing less than 10% of the content, you may request reallocation of that delegates access to another individual in the organisation at our discretion.

24.2 **We can transfer our contract with you, so that a different organisation is responsible for supplying your product.** We'll tell you in writing if this happens and if you are a consumer we'll ensure that the transfer won't affect your rights under the contract. If you're a consumer and you're unhappy with the transfer you can contact our Customer Service Team: support@dunholmladership.com to end the contract within 14 days of us telling you about it and we will refund you any payments you've made in advance for products not provided.

24.3 **Continuing Professional Development (CPD) Accreditation.** Where applicable, subject to satisfactory completion of the product and a chosen product being CPD-accredited by us, you will receive a CPD certificate following completion of the product.

24.4 **Community access and conduct requirements.** Access to any private online community connected to the product, such as on Kajabi, is provided to support learning, reflection, and constructive participation. You must behave respectfully towards other users at all times and must not post or engage in any conduct that is discriminatory, abusive, harassing or otherwise inconsistent with the purpose of the community. If you breach these requirements, we may, at our discretion, pause, restrict, or permanently remove your access to the community or related features. Where access is restricted or removed due to your misconduct, you may not be entitled to a refund for the affected elements of the product. Except where your statutory rights require otherwise, we will not be responsible for any loss or inconvenience arising from a restriction or removal of access caused by this term.

24.5 **Waitlist places and programme availability.** Joining a waitlist does not guarantee you a place on any programme, product, or cohort. Allocation of places remains at our discretion. We may change, reschedule, or modify cohort dates, structures, or availability as needed to deliver our products. We will let you know of any material changes. If you are a consumer and any change results in a significant negative impact on your ability to participate, you may have the right to end the contract and receive a refund in accordance with your statutory rights.

24.6 **You can only transfer your contract with us to someone else if we agree to this.** We can require the new owner to prove you transferred the product to them. If you're a business you need our agreement to transfer your contract with us and it's entirely up to us whether we give it.

24.7 **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

- 24.8 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 24.9 **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.