

Emotion Speaks

TERMS AND CONDITIONS FOR SALE OF PSYCHOLOGY COURSES AND WORKSHOPS

1. WHO WE ARE

- 1.1 Our website, Emotion Speaks (the 'Website'), is owned and operated by Emotion Speaks Ltd, a limited company registered in England under 16888387, whose registered address is Hillside House Gravesend Road, Wrotham, Sevenoaks, England, TN15 7JH.
- 1.2 We are regulated by the Health and Care Professions Council.
- 1.3 We are an accredited member of the International Society for Emotion Focused Therapy.

2. OUR COURSES AND WORKSHOPS

- 2.1 Our Website provides facilities to purchase access to or attendance at various courses, workshops or series of courses and workshops (together, the 'Workshop(s)'), which may be delivered online or in-person.
- 2.2 Our Workshops and their (i) content, (ii) date and timings, (iii) pricing, (iv) presenter details, (v) delivery method (online or in-person), (vi) for online Workshops, web-platform provider, (vii) for in-person Workshops, venue details, and (viii) advance preparation materials are all as described on the corresponding page of our Website.
- 2.3 We make all reasonable efforts to ensure that all descriptions of the Workshops correspond to the Workshops that you attend or access.
- 2.4 We undertake to use reasonable skill and care to provide our Workshops to a satisfactory quality, fit for purpose and as described.
- 2.5 Where any updates are made to the content of the Workshop you have purchased, we will continue to match our description of the Workshop at the time of your purchase or notify you if any significant changes have been made.
- 2.6 We will provide you access to attend the Workshops that you have purchased. If you do not attend or access the Workshop within the time period allocated, for any reason not attributable to us, then you will not be entitled to a refund.
- 2.7 For online Workshops, the Workshop will be available when stated in the information that we provide about it before you place your order, either (i) if it is a livestream item, the time and date when it is scheduled to be

Emotion Speaks

available and to start; or (ii) if it is a pre-recorded or other non-livestreamed item, the period within which it is or will be available for access.

- 2.8 For in-person Workshops, the Workshop will take place at the date, time and venue specified in the information we provide before you place your order.
- 2.9 If the Workshop is an online livestream item, we will use all reasonable endeavours to make it available and start it at the time it is scheduled to start. If there is a delay of more than 30 minutes, then we will re-arrange the Workshop or provide you with a refund.
- 2.10 For in-person Workshops, if we need to change the venue, we will provide you with at least 30 days' notice and details of the alternative venue. If the alternative venue is not reasonably convenient for you, you may cancel your booking and receive a full refund.
- 2.11 We reserve the right to cancel an in-person Workshop if minimum attendance numbers are not met. If we cancel for this reason, we will provide you with at least 30 days' notice and offer you the choice of: (i) a full refund; (ii) transfer to an alternative date; or (iii) where available, access to an online version of the Workshop.
- 2.12 In some limited circumstances, we may need to suspend the provision of the Workshop(s) (in full or in part) for the following reasons:
 - (a) To fix technical problems or to make necessary minor technical changes; or
 - (b) To update the Workshop(s) to comply with relevant changes in the law or other regulatory requirements; or
 - (c) For in-person Workshops, due to circumstances beyond our reasonable control affecting the venue or our ability to deliver the Workshop safely.
- 2.13 Psychology Practice Disclaimers: Our Workshops are designed for educational and professional development purposes only. They are not intended to, and do not, provide psychological therapy, clinical treatment, or mental health services to you or any participant. Attendance at our Workshops does not create a psychologist-patient, therapist-client, or any other professional treatment relationship between you, any participant, and us or our presenters.

Emotion Speaks

- 2.14 If you or any participant is experiencing mental health difficulties or requires psychological support, you/they should seek appropriate professional help from a qualified mental health professional or contact relevant support services.
- 2.16 While we encourage open discussion and sharing during Workshops, participants are advised to maintain appropriate professional boundaries and not to disclose sensitive personal information that they would not be comfortable sharing in a professional training environment.

3. HOW TO PURCHASE A WORKSHOP

- 3.1 You must be at least 18 years of age to purchase a Workshop.
- 3.2 Our Site and Booking Form will guide you through the purchase of our Workshop.
- 3.3 Before completing your purchase, you will be given the opportunity to review your order and amend it. Please ensure you have checked your order carefully before submitting it, including whether the Workshop is online or in-person.
- 3.4 If you provide us with incorrect or incomplete information about you or the Workshop that you require, please contact us as soon as possible.
- 3.5 If we are unable to process your order due to incorrect or incomplete information we will contact you to correct it. If you do not provide us with the accurate or complete information within 4 weeks of our request, we will no longer be able to hold your reservation.
- 3.6 No part of our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Workshop constitutes a contractual offer that we may, at our discretion, accept. Our acceptance is indicated by us sending you a confirmation order by email.

4. CONFIRMATION OF PURCHASE

- 4.1 Once we have sent you a confirmation email, there will be a legally binding contract between you and us.
- 4.2 Our confirmation email will contain the following information:
 - (a) Your confirmation order number;
 - (b) Confirmation and details of the Workshop(s) you have ordered;

Emotion Speaks

- (c) Whether the Workshop is online or in-person;
- (d) For online Workshops, confirmation of your acknowledgement that once the Workshop has been accessed or attended you will lose your legal right to change your mind and cancel your purchase;
- (e) For online Workshops, in relation to any video (live or recorded) event, item, or series, the time/date when or period during which it can be accessed;
- (f) For in-person Workshops, the date, time and venue address with any specific joining instructions;
- (g) Details of your cancellation rights.

4.3 In the unlikely event that we cannot accept or fulfil your order, we will explain in writing the reason why. If we have taken payment any such sums will be refunded as soon as possible.

5. PAYMENT

- 5.1 Payment for each Workshop must be made in advance in full.
- 5.2 We accept the following methods of payment on our Site:
 - (a) Individual payment is payable via via Stripe link online (this includes common payment methods such as Apple Pay and Klarna)
 - (b) Payment by your employer is payable via bacs. We will provide an invoice and following raising of a Purchase Order
- 5.3 Your chosen payment method will be charged when we process your order and send you an email confirmation (this usually occurs immediately).
- 5.4 All prices on our Site are inclusive of VAT.
- 5.5 We may change our prices from time to time. Changes in price will not affect any Workshop(s) that you have already purchased.

Emotion Speaks

6. CANCELLATIONS AND REFUNDS

Your Right to Cancel

- 6.1 If you are a consumer, you have a legal right to a "cooling off" period within which you can cancel your order, for any reason, including if you have changed your mind, and receive a refund. This period begins once we have sent you your email confirmation.
- 6.2 For online Workshops, the cooling off period ends when you access the Workshop or 14 calendar days after the date of our email confirmation, whichever occurs first.
- 6.3 For in-person Workshops, the cooling off period ends 14 calendar days after the date of our email confirmation, or [INSERT NUMBER] days before the Workshop is scheduled to take place, whichever occurs first.
- 6.4 After the cooling off period has expired, the following cancellation terms apply:
 - (a) For online Workshops that you have already accessed, no refunds will be available.
 - (b) For in-person Workshops:
 - (i) Cancellations made more than 30 days before the Workshop date will receive a full refund, minus any non-refundable third party (Stripe) processing fees, if applicable;
 - (ii) Cancellations made 14-30 days before the Workshop date will receive a 50% refund;
 - (iii) Cancellations made less than 14 days before the Workshop date will not receive a refund.
- 6.5 If you wish to exercise your right to cancel during the cooling off period, you may inform us of your cancellation in any way you wish. Please see clause 13 below for our contact details.
- 6.6 You are also entitled to cancel your purchase and receive a full refund in the following situations:
 - (a) If we have informed you of a forthcoming change to the content of the Workshop;

Emotion Speaks

- (b) If we have suspended availability of the Workshop for more than one month;
- (c) If we inform you that there has been an error in the price or description of the Workshop;
- (d) If we cancel the Workshop for any reason;
- (e) If we are in breach of these terms and conditions.

6.7 For online Workshops, when you place an order, you will be required to acknowledge that when you access the Workshop (either by downloading or streaming) then you will lose your legal right to cancel (under the "cooling off" period), if you change your mind.

6.8 You may transfer your place at an in-person Workshop to another person by notifying us at least 14 days before the Workshop date and providing us with the substitute attendee's full name and contact details. No transfer fee will be charged.

6.9 Refunds issued under this clause will be issued as soon as possible and in any event within 14 calendar days of the day on which you notify us that you wish to cancel.

6.10 Refunds will be made using the same payment method that you used when purchasing the Workshop.

6.11 We are not responsible for any travel, accommodation or other costs you incur in connection with attending an in-person Workshop, whether or not the Workshop is cancelled or rescheduled.

7. LICENCE AND USE OF MATERIALS

7.1 When you purchase a Workshop, we will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence for you to access, participate in and use the applicable Workshop and any materials provided for your personal, non-commercial purposes only.

7.2 You may not copy, rent, sell, publish, republish, share or broadcast or otherwise make the Workshop or any materials available to the public.

7.3 For online Workshops, when you attend a two-way livestream facility to access the Workshop, you must not communicate or make accessible to any other person the access/login details.

Emotion Speaks

7.4 For in-person Workshops, you may not record (whether by audio, video or other means) any part of the Workshop without our express prior written consent.

7.5 All intellectual property rights in the Workshops and any materials provided remain our property or the property of our licensors.

8. ONLINE WORKSHOPS – USE OF WEB-CONFERENCING PLATFORMS

8.1 For online Workshops, we only offer the Workshops via web-conferencing platforms.

8.2 We use technology which allows us to provide the Workshops virtually, provided you have the appropriate technology to receive the Workshops.

8.3 You are obliged to check the description of each online Workshop before purchase to ensure that the appropriate technology is accessible via your device.

8.4 We do not provide any PC, laptop, tablet, mobile phone or other hardware or any web-conferencing platform App or other software for use on or with any devices, nor any internet connection or services or other equipment or facilities necessary for you to use the web-conferencing platform.

8.5 It is your sole responsibility to ensure you have access to and are familiar with all the necessary technology to enable you to receive and participate in the online Workshop.

8.6 We do not, and cannot assist you to obtain, set-up, maintain or operate any technology.

8.7 Where any online Workshop that you attend is a two-way synchronous livestream audio and/or video technology you must comply/agree with the following requirements:

(a) When you sign in to the Workshop you should indicate your name only, since it will be visible to other attendees taking part in the Workshop;

(b) You understand and are aware that there is a risk that other attendees may see and hear you or anyone in your space when you are participating in the Workshop;

(c) The space you use should be free of others and it should be difficult to see or hear people in your near vicinity; and

Emotion Speaks

- (d) You acknowledge that we cannot ensure privacy or confidentiality due to the nature of two-way sessions involving other attendees.

9. IN-PERSON WORKSHOPS – VENUE ATTENDANCE AND CONDUCT

- 9.1 For in-person Workshops, it is your responsibility to arrive at the specified venue at the time stated in your confirmation email.
- 9.2 We will provide you with details of the venue address and any specific access instructions. Information about parking, public transport and other facilities may be provided separately or may be available on the venue's own website.
- 9.3 You are expected to conduct yourself in a respectful and professional manner at all times during in-person Workshops and to comply with any reasonable instructions from us or venue staff.
- 9.4 You must comply with all health and safety requirements at the venue, including any emergency evacuation procedures.
- 9.5 If applicable: You must inform us in advance if you have any accessibility requirements or dietary restrictions so that we can make reasonable arrangements to accommodate you.
- 9.6 You are responsible for your own personal belongings at all times during in-person Workshops. We accept no liability for any loss or damage to your personal property.
- 9.7 We reserve the right to refuse entry or remove any attendee from an in-person Workshop if their behaviour is disruptive, inappropriate, or poses a risk to the safety or wellbeing of others. No refund will be provided in such circumstances.

10. LIABILITY

- 10.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these terms and conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the contract is created. We will not be responsible for any loss or damage that is not foreseeable.

Emotion Speaks

- 10.2 Our Workshops are intended for non-commercial use only. We make no warranty or representation that the Workshops are fit for commercial, business or industrial use of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 10.3 For online Workshops, if, as a result of our failure to exercise reasonable care and skill, any content from our Workshops damages your device, we will either repair the damage or pay you appropriate compensation. We will not be liable under this provision if:
 - (a) We have informed you of the problem and provided a free update designed to fix it, but you have not applied the update; or
 - (b) The damage has been caused by your own failure to follow our instructions; or
 - (c) Your device does not meet any relevant minimum system requirements that we have made you aware of before you purchased the Workshop.
- 10.4 For in-person Workshops, while we take reasonable care to ensure that Workshops are delivered safely, you attend in-person Workshops at your own risk. We maintain appropriate insurance in respect of our liability for personal injury or death caused by our negligence.
- 10.5 We are not responsible for any injury, loss or damage to you or your property at an in-person Workshop except to the extent caused by our negligence or breach of these terms and conditions.
- 10.6 We are not responsible for the safety or condition of any venue or facilities provided by third party venue providers, except to the extent that we have failed to exercise reasonable care in selecting the venue.
- 10.7 Nothing in these terms and conditions limits or excludes our liability for death or personal injury caused by our negligence; or for fraud or fraudulent misrepresentation, or for Workshops which are not as described or do not match the information we provided you at the time of purchase.
- 10.8 We will not be responsible or liable if you are unable to access or attend any Workshops due to any failure or delay in performing our obligations under these terms and conditions that arise from a cause beyond our reasonable control, including but not limited to acts of God, severe weather, strikes, lockouts, industrial disputes, acts of terrorism, war, fire, flood,

Emotion Speaks

epidemic or pandemic, or failure of public or private telecommunications or transport networks.

11. FORCE MAJEURE

- 11.1 We shall not be liable for any failure or delay in performing our obligations under these terms where such failure or delay results from any cause that is beyond our reasonable control, including but not limited to strike, lockout or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks.
- 11.2 If a force majeure event occurs that affects the performance of an in-person Workshop, we will take reasonable steps to mitigate the effects of the force majeure event and will offer you the choice of: (i) transferring to an alternative date; (ii) where available, accessing an online version of the Workshop; or (iii) receiving a full refund.

12. DATA PROTECTION

- 12.1 We only use your personal information as set out in our Privacy Policy, which can be accessed

https://emotionspeaks.co.uk/wp-content/uploads/2023/09/Privacy-Policy_EmotionSpeaks.pdf.

- 12.2 By attending a Workshop, you acknowledge that other attendees may see your name and, for online two-way livestream Workshops, may see and hear you.

13. HOW TO CONTACT US

- 13.1 If you wish to contact us with general questions, or information relating to the Workshops, you may contact us by email at

anna@emotionspeaks.co.uk

- 13.2 We always welcome feedback from our customers and while we always try to give a positive experience, we want to hear from you if you have any

Emotion Speaks

cause for complaint. You can contact us using the details above to make a complaint and it will be handled promptly and sensitively.

14. GENERAL TERMS

- 14.1 You may not transfer your obligations and rights under these terms and conditions to any other person without our express written consent, except as provided in clause 6.8 regarding transfer of places at in-person Workshops.
- 14.2 If a court or other authority finds that any part of these terms and conditions are unlawful, the remaining parts will remain in full force and effect.
- 14.3 We may revise these terms and conditions from time to time in response to changes in relevant laws and other regulatory requirements. If we change these terms and conditions, we will give you reasonable advance notice and provide you with details of how to cancel if you are not able to agree to the new terms.
- 14.4 These terms and conditions are governed by the laws of England and Wales and any dispute will be dealt with in the English courts.
- 14.5 These terms and conditions constitute the entire agreement between you and us relating to the purchase of Workshops and supersede any previous agreements, arrangements or understandings.
- 14.6 No failure or delay by us in exercising any right or remedy under these terms and conditions shall constitute a waiver of that right or remedy.