# **Terms and Conditions**

**Please read these carefully**

## **Overview**

## These Terms and Conditions form a binding legal agreement (the “**Agreement**”) between Klip Global Ltd (**“Klip Global**”) and the Client whereby KLIP Global agrees to provide Group Wellbeing Lifestyle and Coaching Sessions, mindfulness sessions, for the Client to attend on an ad-hoc basis according to Klip Global’s webinar schedule, along with assessments and evidence-based tools and resources to improve areas of the Client’s life.  By participating in Klip Global’s services, the Client unconditionally acknowledges to have fully read and understood, and agrees to all the Terms and Conditions set out below. The Client further understands that although Klip Global is committed to delivering the services as set out in this Agreement, the Client is expected to dedicate their own time and efforts in order to reach their desired outcome(s).

## **Definitions and Interpretation**

1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

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| **“Agreement”****“Client”** | means the contract for the provision of Services, as explained in Clause 4;means the individual contracting for and receiving the Services hereunder; |
| **“Intellectual Property Rights”****“Practitioner”** | means copyright (and related rights), designs, patents, trade marks, and all other intellectual property rights that may exist in anything that We may create or produce as part of the Services. This includes all such rights, whether they are registered or unregistered, and the rights to apply for renewals or extensions of those rights (where relevant);means the expert/practitioner who will provide the Services directly to the Client and who is employed, contracted, or otherwise affiliated with Klip Global; |
| **“Price”** | means the price payable for the Services; |
| **“Services”** | means the services which are to be provided by Klip Global to the Client as specified in your Order (and confirmed in Our Order Confirmation). |

## **About us**

1. **Who we are**. We are Klip Global Ltd, a company registered in England and Wales. Our company registration number is 12799673 and our registered office is at Twelve Quays House Egerton Wharf, Birkenhead, United Kingdom, CH41 1LD. Our registered VAT number is 409626682.
2. **How to contact us.** You can contact us by writing to us at connect@klipglobal.com or Twelve Quays House Egerton Wharf, Birkenhead, United Kingdom, CH41 1LD.
3. **How we may contact you**. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. Each reference in this Agreement to ‘writing’ and any similar expression includes electronic communications, whether sent by e-mail or text message.

### **The Agreement**

1. **Terms and Conditions**. These Terms and Conditions govern the sale and provision of the Services by Klip Global and will form the basis of the Agreement between Klip Global and the Client. The Client is required to have read these Terms and Conditions carefully. If the Client is unsure about any part of these Terms and Conditions, please contact Klip Global.
2. **Binding Agreement**. A legally binding agreement will come into force between Klip Global and the Client upon Client’s creation of an account on the Klip Global website and/or app.
3. **Applicability**. All requests for and use of our Services are subject to these Terms and Conditions.
4. **Refusal of Services**. Klip Global is entitled to cancel the Client’s Agreement at any time before it starts providing the Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside Klip Global’s reasonable control.

### **The Services**

1. **Description of Services**. The Klip Global Services comprise coaching services, which are a non-therapeutic intervention method intended for people who wish to enhance their performance in achieving the goals they have set out in the [Key Life Indicator Programme](https://klipglobal.com/key-life-indicators).
2. **The Nature of Coaching**. Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Practitioner and the Client/the Group in a thought-provoking and reflective process that inspires the Client to maximize personal and professional potential in achieving their goals. This is known as the “**Coaching Relationship**”.
3. **Our Promise to you**
4. **Practitioner accreditation.** All Practitioners working with Klip Global are accredited by, or are in the process of being accredited by a reputable, known coaching organisation, for example the European Mentoring and Coaching Council or the International Coaching Federation or similarly recognised organisation, based on their area of expertise.

1. **Professional Indemnity**. All Practitioners working with Klip Global hold relevant professional indemnity.
2. **Quality/Standards Monitoring**. Feedback is requested regularly from the Client on the Services and any low ratings will be fed back and discussed supportively with the Practitioner, in order to address and improve quality.
3. **Our Services agreement**
4. **Ethics and Standards**. Both Klip Global and the Practitioner shall maintain the ethics and standards of behaviour established by the International Coach Federation “(ICF)” ([Coachfederation.org/ethics](http://coachfederation.org/ethics)).
5. **Client’s Responsibilities**. The Client is solely responsible for creating and implementing Client’s own physical, mental, and emotional well-being, decisions, choices, actions and results arising out of or resulting from the Coaching Relationship and the Client’s coaching calls and interactions with the Practitioner and Klip Global. As such, the Client agrees that the Practitioner and Klip Global shall not be liable or responsible for any actions or inaction, or for any direct or indirect result of any Services provided by the Practitioner and Klip Global. The Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
6. **Implementation**. The Client acknowledges that coaching and mindfulness is a comprehensive process that may involve different areas of the Client’s life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client’s responsibility.
7. **No Substitution**. The Client acknowledges that coaching and mindfulness does not involve the diagnosis or treatment of mental disorders and that coaching is not to be used as a substitute for counselling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client’s exclusive responsibility to seek such independent professional guidance as needed.
8. **Client Communication**. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program and with the group.
9. **Delivery of services**
10. **Service Provision**. As required by law, Klip Global will provide the Services with reasonable skill and care, consistent with best practices and standards in the industry, and in accordance with any information provided by Klip Global about the Services.
11. **Meetings**. The time of the online coaching and mindfulness meetings will be determined by Klip Global and the Client has the opportunity to attend as many or as few sessions as they choose.
12. **Sessions**. The sessions included are group coaching sessions, but sessions may, if the Client wishes, be individual at extra cost.
13. **Minimum Participation Level**. The minimal commitment/engagement expected is to attend one coaching session per week, one mindfulness session, completing assessments, goal setting, action planning and completing feedback and 30 minutes per week journaling (hereinafter the “**Minimum** **Participation Level**”).
14. **Discontinuing**. The Client acknowledges their right to terminate or discontinue the coaching relationship at any time.
15. **Delays**. If any information or action required of the Client as specified under these Terms and Conditions is delayed, incomplete, or otherwise incorrect, Klip Global will not be responsible for any delay caused as a result.
16. **Payment of Services**
17. **Price**. The Client will pay the Price agreed at the beginning of the Agreement.
18. **VAT**. The Price shall include VAT.
19. **Guaranteed Payment**. The payment is due irrespective of the level of participation of the Client. If The Client is not reaching the Minimum Participation Level then the Client will be contacted, and their continued participation discussed.
20. **Retention**. Should the Client or the Practitioner terminate the Agreement, payment will be retained by Klip Global for the month during which the termination event occurs.
21. **Statutory Interest**. If the Client does not make payment to Klip Global by the due date, Klip Global may charge the Client interest on the overdue sum at the rate of 2% per annum above the base lending rate of the Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment.

###  **Personal Data**

1. **Data Processing**. In order for Klip Global to provide a safe and professional service, we may need to keep certain records about the Client. Klip Global may process the following types of data:
* **Identity Data** includes title, first name, last name, and gender;
* **Contact Data** includes home address, email address and telephone numbers;
* **Technical Data** includes internet protocol (IP) address, login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system, platform, and visited web pages prior to coming to our website;
* **Profile Data**includes username and password, purchases or orders made, interests, preferences, feedback, and survey responses;
* **Usage Data** includes information about the use of our website, products, and services;
* **Marketing and Communications Data**includes preferences in receiving marketing from us and our third parties and communication preferences
1. **Special** **Data**. To provide the Client with a complete service, Klip Global may also occasionally collect special category data in accordance with the requirements of Article 9 and 10 of the General Data Protection Regulation (‘GDPR’) and Schedule 1 of the Data Protection Act 2018 (‘DPA 2018’) This data includes:
* **Data concerning Health** includes mental and physical health, relationships & communities, meaning and habits
* **Racial or Ethnic Origin**

Schedule 1 of the DPA 2018 provides conditions for processing special category and criminal offence data and some of these conditions require us to have an Appropriate Policy Document (‘APD’) in place, setting out and explaining our procedures for securing compliance with the principles relating to the processing of personal data in Article 5 of the GDPR and policies regarding the retention and erasure of such personal data.

We process Special Category Data under the following GDPR Articles:

Article 9 (a) Explicit consent

Article 9 (h) Health or social care (with a basis in law)

Article 9 (i) Public health (with a basis in law)

1. **Security**. The Client’s personal data will be stored in a secure manner, in line with GDPR guidance and the Klip Global Privacy Policy.
2. **Disposal**. The Client may request Klip Global at any time to dispose of their personal data during the Services by sending an email to connect@klipglobal.com.
3. **Requests**. The Client can make subject access requests by sending an email to connect@klipglobal.com.
4. **Marketing**. The Client data may be used for future marketing purposes unless the Client opted out by contacting Klip Global at connect@klipglobal.com.
5. **Confidentiality**
6. **Confidentiality**. The Coaching Relationship, as well as all information (documented or verbal) that the Client shares with the Practitioner as part thereof, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. However, please be aware that the Practitioner-Client relationship is not considered a legally confidential relationship (such as for medical and legal professions) and thus communications are not subject to the protection of any legally recognised privilege.
7. **Group Session Confidentiality**. The Client understands and acknowledges that group coaching may involve the sharing of information with other participants of the Group Coaching Programme. As the Practitioner cannot control the actions of other participants, the Practitioner cannot guarantee that information shared in any group coaching session will be treated as confidential by all participants in attendance. Accordingly, The Client hereby agrees to release Klip Global and the Practitioner from any claims, losses, injuries, damages, and expenses of any kind that may result from the disclosure of information shared by the Practitioner during any coaching session by any participant of the Group Coaching Programme.
8. **Exclusions**. Confidential Information does not include information that:

(a) was in the Participant’s possession prior to its being furnished by the Client;

(b) is generally known to the public or in the Practitioner’s industry;
(c) is obtained by the Practitioner from a third party, without breach of any obligation to the Client;

(d) is independently developed by the Practitioner without use of or reference to the Client’s confidential information.

The Practitioner is required by statute, lawfully issued subpoena, or by court order to disclose:

(a) information that is disclosed to the Practitioner and as a result of such disclosure the Practitioner reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others;

(b) information that is disclosed to the Practitioner and which involves illegal activity.

1. **Raising Matters**. The Client also acknowledges the continuing obligation to raise any confidentiality questions or other concerns with the Practitioner and Klip Global in a timely manner.
2. **Anonymous Data Sharing**. According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.
3. **Copyrights and intellectual property**
4. **Ownership**. All materials available to the Client (logos, videos, website, paperwork, work product produced from the Practitioner-Client relationship etc.) are the Intellectual Property of Klip Global and cannot be copied, recorded or disseminated in any format outside the Practitioner - Klip Global - Client relationship.
5. **License**. The Client hereby receives from Klip Global a royalty-free, non-exclusive, non-sublicensable, non-transferable license to use Klip Global’s materials.

1. **Protection**. The Client agrees to guard any personal usernames, log in details and make sure no one else has access to these. These logins are for the Client’s personal use only. The content and the model used to provide the Klib Global Services must not be replicated by the Client.
2. **Reservation of Rights**. Klip Global reserves the right to pursue the Client for losses and damages incurred through any breach of its Intellectual Property Rights.
3. **Termination**
4. **Termination**. Klip Global may terminate the relationship if the Client does not undertake the Minimum Participation Level.  Moreover, if the Client does not act with a level of respect to other group session participants, the Client may receive a warning. If Client’s behaviour does not improve, Klip Global may terminate the Client’s participation. The Client will be able to keep all materials issued to the Client over the course of the Services.
5. **Limited liability, Force Majeure**
6. **No Warranty**. Except as expressly provided in this Agreement, neither the Practitioner nor Klip Global makes any guarantees, representations or warranties of any kind or nature, express or implied, with respect to the Services.
7. **Limited Liability**. In no event shall the Practitioner or Klip Global be liable to the Client for any indirect, consequential or special damages.
8. **Exclusions**. Nothing in these Terms and Conditions seeks to exclude or limit Klip Global’s liability for death or personal injury caused by its negligence (including that of its employees, agents, or sub-contractors); or for fraud or fraudulent misrepresentation. Nothing in these Terms and Conditions seeks to exclude or limit the Client’s legal rights as a consumer.
9. **Force Majeure**. Klip Global will not be liable for any failure or delay in performing its obligations where that failure or delay results from any cause that is beyond its reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic, or other natural disaster, or any other event that is beyond its reasonable control. If any event described under sub-Clause 14.3 occurs that is likely to adversely affect Klip Global’s performance of any of its obligations under these Terms and Conditions, the Client will be informed as soon as is reasonably possible.
10. **Miscellaneous**
11. **Assignment**. Klip Global may transfer or assign its obligations and rights under these Terms and Conditions (and under the Agreement as applicable) to a third party. This may happen, for example, when the business is sold. If this occurs, the Client will be informed in writing. The Client’s rights hereunder shall not be affected. The Client may not transfer or assign their obligations and rights under these Terms and Conditions (and under the Agreement as applicable) without Klip Global’s express written permission.
12. **Rights of Third Parties.** The Agreement is between Klip Global and the Client. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
13. **Severability.** If any of the provisions of these Terms and Conditions are found to be unlawful, invalid, or otherwise unenforceable by any court or other authority, those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
14. **Non-Waiver.** No failure or delay by Klip Global in exercising any of its rights under these Terms and Conditions means that that right is waived, and no waiver by Klip Global of a breach of any provision of these Terms and Conditions means that it will waive any subsequent breach of the same or any other provision.
15. **Governing Law and Jurisdiction**
16. **Governing Law**. These Terms and Conditions, the Agreement, and the relationship between the Client and Klip Global (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England and Wales.
17. **Consumer Rights**. As a consumer, the Client may benefit from any mandatory provisions of the law in Client’s country of residence. Nothing in sub-Clause 16.1 takes away or reduces the Client’s rights as a consumer to rely on those provisions.
18. **Jurisdiction**. Any dispute, controversy, proceedings, or claim between Klip Global and the Client relating to these Terms and Conditions, the Agreement, or the relationship between the Client and Klip Global (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England.