

Infinite Wave ~ Isaac George

PROGRAMS AND CLASSES TERMS AND CONDITIONS

Name:

Paid:

1. Definitions and Interpretation

1.1 In this Agreement the following expression will have the following meanings:

“Instruction” means Mentoring or Tuition as described in the Program or Class

“Instructor” means the person who provides services or teaching for the Program or Class

“Intellectual Property Rights” means

(a) any and all rights in any patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, Course materials, database rights, know-how, rights in designs and inventions;

(b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);

(c) rights of the same or similar effect or nature as or to those in paragraphs (a) and

(b) which now or in the future may subsist; and

(d) the right to sue for past infringements of any of the foregoing rights;

1.2 The words or phrases referred to in the left hand column of the table on the front page of the Agreement will have the meanings ascribed to them in the right hand column of that table

2. General

2.1 These Terms and Conditions contain the entire agreement between us and supersede any prior agreement between us relating to their subject matter.

2.2 This Agreement is for delivery of the Program or Class to a business and you warrant that you are not a consumer.

2.2 These Terms and Conditions will apply from the date hereof and will continue to apply in relation to any additional Courses we agree to supply to you.

2.3 No amendment to this Agreement will be effective unless evidenced in writing and signed by both of us

2.4 Nothing contained within this Agreement will constitute the relationship of employer and employee between You and the Company nor will it constitute any partnership or other legal arrangement between us not contemplated by this Agreement

3 Obligations of Isaac George and Infinite Wave, known forthwith as the Company

3.1 The Company will:

3.1.1 provide a Mentor (Instructor) capable of presenting the Course.

3.1.2 deliver the Program or Class with reasonable skill and care

3.1.3 provide an alternative Mentor and will make alternative arrangements with you if for any reason the Tutor assigned to any Program or Class is not available and the non-availability of a Mentor will not entitle you to take any action for breach of this Agreement

3.4 You accept that the Company does not warrant that it will always be able to supply a Mentor to deal with or complete any Program or Class within a specific period of time and that time is not of the essence in the delivery of the Program or Class.

3.5 The Company has the right, at its sole discretion, to change the content of any of the Program or Class, the dates upon which each part of the Program or Class as provided and the Instructor.

4 Your Obligations

4.1 You must supply the Company with details of any pertinent information, special educational needs or behavioural considerations of the person to receive the services before the Program or Class has started.

4.2 You acknowledge and agree that:

4.2.1 The person undertaking the Program or Class will attend and participate in all parts of that Program or Class no matter how it is provided and will complete all and any assignments that are required to be completed as part of the Program or Class; and

4.2.2 the Company cannot guarantee that any participant will achieve any specific result as a result of taking part in the Program or Class.

4.3 If the Company requires any input from you whilst delivering the Program or Class you will provide the same in a reasonable and timely manner.

4.4 Any delay in the provision of the Program or Class resulting from your failure or delay in complying with any of the provisions of this Clause 4 will not be the responsibility or fault of the Company.

4.5 If the Company has agreed, to provide services using Facebook, when and if applicable:

4.5.1 the Company may set up accounts in your name if necessary and provide you with the log-in details to enable you to log-in and manage any Facebook account it has set up and the issues associated with it.

4.5.2 You will ensure that all invoices relating to the Facebook account and all services accessed though it are paid on time and in full

4.5.3 The Company will accept no responsibility or liability for any costs, damages, claims, losses and /or expenses arising out of your failure to keep any Facebook account secure and you agree to indemnify the Company for any damages, costs, claims or other expenses arising following the opening of any Facebook account and for which the Company is not responsible.

4.5.4 You acknowledge that the Company has no influence over any factors beyond its control including but not by way of limitation: the costs associated with any campaign, the results it will produce, the siting of any advertisement and the effectiveness of such a campaign or the position of any web page in search results.

4.5.5 You acknowledge that the Company has no control over your access to Facebook and that only actions taken by the Company are the responsibility of the Company and further that the Company has no obligation to continue any Facebook group it may invite you to join longer than one year.

4.6 You warrant that you are not a consumer and that your subscription to any service we offer relates to your business.

5. Fees and Payment

5.1 The Fee will be that shown in the table at the head of this Agreement

5.2 Once paid none of the Fees or any part of it is refundable

5.3 If The Company has agreed that you can pay fees for the Programs or Classes in instalments, then the total fees set for the Course will be payable in full in all cases with no exceptions.

- 5.4 The Company may charge interest on any sum not paid within 5 working days of its due date at a rate 4% above the base rate from time to time of The Cooperative Bank PLC from the date of the invoice until the actual date of payment and as well before as after judgement.

6. Cancellation and Termination

- 6.1 Either party may give notice in writing to the other terminating this Agreement with immediate effect if:
- 6.1.1 the other party commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 5 Working Days after notice being given requiring it to be remedied;
- 6.1.2 the other party becomes bankrupt, insolvent or becomes the subject of a receiving or winding-up order, makes any composition with its creditors or has an administrative receiver appointed over all or part of its undertaking or assets, or either the Company ceases, or threatens to cease, to carry on business. No refund will be given in these circumstances

7. Intellectual Property Rights

- 7.1 The Company will retain ownership of any and all Intellectual Property Rights that may subsist in anything produced by the Company in the course of providing the Program or Class. Throughout the term of this Agreement, the Company will be deemed automatically to grant a royalty-free, non-exclusive licence of any and all such rights to the Client to use the same in accordance with the terms of this Agreement.
- 7.2 The Company will assert all moral rights arising out of Chapter IV of the Copyright, Designs and Patents Act 1988.

8. Liability

- 7.1 If you have a complaint against the Mentor or against the Company you must inform the Company of that complaint in writing within 24 hours of the occurrence that gave rise to it.
- 7.2 Neither the Company any of its staff nor any Tutor will be liable to you for any loss, injury, damage, expense or delay incurred or suffered by you or the individual receiving the Course arising directly or indirectly from or in any way connected with the Program or Class or with any failure by the Company to introduce or supply a Mentor and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:
- 7.2.1 failure of the Program or Class to meet your requirements; and
- 7.2.2 any act or omission of an Instructor, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise.

PROVIDED THAT nothing in this clause 7 will exclude or restrict the liability of The Company or the Tutor to you or any other person for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.

9. Disclaimer

- 9.1 You acknowledge and agree that neither the Company nor the Instructor is qualified to give legal, accountancy or any other professional advice and that any advice given is generic in nature and that you will at all times seek full independent professional advice before taking any action on any such advice tendered by the Company
- 9.2 The Company does not and cannot guarantee that you will receive any specific results from the Course or any action you take as a result of having taken the Program or Class and you

acknowledge and accept that any results you achieve are dependent upon your having completed the Program or Class successfully and correctly applying the techniques and advice it provides in a way which is suitable for the business you operate and that the Company has no control of your use of the advice it offers.

- 9.3 The Company offers no guarantee that, by applying the methods outlined in the Program or Class, you will achieve any increase in traffic to your website

10 Data Protection

- 10.1 Both you and the Company will comply with their respective obligations under the Data Protection Laws and The Company's Data Protection Policy at all times.
- 10.2 The Company will procure that each of their Mentors will also comply with their respective obligations under Data Protection Laws and the Company' Data Protection Policy at all times.
- 10.3 By entering into this Agreement you consent on your own behalf and on behalf of the individual undertaking the Program or Class to the use by the Company and the Instructor of all personal data you supply to the Company and required for the purpose of providing the Tuition.
- 10.4 For the purposes of this Agreement:
- 10.4.1 "Data Protection Laws" means the Data Protection Act 1998, as well as any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data; and
- 10.4.2 "Data Protection Policy" means any obligations relating to data protection and/or personal data which can be obtained direct from the Company or from its website.

11. Relationship of the Parties

Nothing in this Agreement will constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

12. Course and Sub-Contracting

- 12.1 You may not assign, mortgage, charge or sub-licence or otherwise delegate any of your rights under this Agreement, or sub-contract or otherwise delegate any of your obligations without the written consent of the Company, such consent not to be unreasonably withheld.
- 12.2 The Company may perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor will, for the purposes of this Agreement, be deemed to be an act or omission of the Company.

13. Miscellaneous

- 13.1 No modification of or variation to this Agreement will be effective unless in writing and signed by or on behalf of each of the parties hereto.
- 13.2 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions hereof and the remainder of the provision in question will not be affected thereby.
- 13.3 Any waiver of any breach of or default under any of the terms of this Agreement by the Company will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.
- 13.4 The Company will be entitled to transfer or assign the benefit and/or burden of this Agreement.
- 13.5 The expiration or termination of this Agreement, howsoever arising, will not operate to affect such of the provisions of this Agreement as are expressed to operate after termination.
- 13.6 Any notice to be given by one party to the other hereunder will either:

- 13.6.1 be communicated verbally initially and confirmed in writing immediately
- 13.6.2 be communicated directly in writing and sent (either by post or electronic means) to the address for each party shown in this Agreement or as notified by one party to the other from time to time
- 13.7 This Agreement does not create any rights or benefits enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).
- 13.8 Neither party will have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances will promptly notify the other party in writing whether such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 2 weeks, either party may terminate this Agreement by notice in writing to the other party whereupon this Agreement will forthwith terminate.
- 13.9 You confirm that the email address you supply to the Company will remain valid for communications during the currency of this Agreement and agree to furnish the Company with an alternative address if that email address becomes invalid

12. Governing Law and Jurisdiction

- 12.1 This Agreement and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with English law.
- 12.2 The courts of England, United Kingdom will have exclusive jurisdiction to settle any dispute or claim arising out of this Agreement.