

Terms Of Agreement

This Online group Agreement (the "Agreement") is entered into on this ____ day of _____ 202__ by and between Silke Weeks and _____ ("You"). By signing the agreement below, you agree to the following provisions:

1. Outline of agreement

1.1 Silke Weeks agrees to provide the online group program that you have chosen.

1.2 The online group program is a collaborative process which is designed to inspire you to maximise your personal and professional potential. It is designed to facilitate the creation/development of personal, professional and business goals and to develop and carry out a strategy/plan for achieving those goals.

1.3 In order to gain the most from the online group program, you agree to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

1.4 In this agreement, reference to 'Silke Weeks' includes all coaches who are employed, or act on behalf on Silke Weeks.

2. Payment

2.1 The online group program consists of zoom calls, the use of meditational modalities and focused workbooks. (Insert number of sessions/details of mode of lessons) In exchange for this service, you agree to pay the price stated at the time of booking.

2.2 Upon signing this agreement, you agree to either pay the total amount due or the first instalment of your price plan as agreed by Silke Weeks.

2.3 Where you choose to pay the total amount, this is due no later than 7 days before the start of the online group program and the payment will be automatically deducted from your nominated card or alternative payment method 7 days prior to the online group program start date. Failure to make payment will result in the cancellation of your place on the online group program.

2.4 Where you choose to pay by way of payment plan, the payment will be automatically deducted from your nominated credit card, check, Stripe or similar service on a specified day of each month. Failure to make payment will result in the cancellation of your place on the online group program.

2.5 You are responsible for payment of the entire fee amount, regardless of whether you attend all sessions, and regardless of whether you have selected a pay in full or monthly payment plan. If for any reason you choose to cancel any part of the program, you are obligated to pay or continue to pay the remainder of the balance.

2.6 No refunds will be issued other than as specified in clause 3.2 of this agreement. All scheduled payments must be paid on a timely basis.

3. Cancellation

3.1 You are permitted to cancel your place on the online group program by way of written notice to info@silkeweeks.com

3.2 If the cancellation request is made at least 14 days from the date of this Agreement, you will be given the option to enrol on a future intake or to receive a refund (provided the online program has not already started). Please note that any reasonable costs that have been incurred by Silke Weeks will not be refundable.

3.3 If you cancel your place with less than 14 days notice, any monies paid will not be refundable.

3.4 If for any reason you are unable to attend a live session, you understand that a replay will be made available and the session will not be re-run. It is your responsibility to watch the replay and complete the set tasks for any missed lessons.

4. Results and guarantees

4.1 Silke Weeks does not guarantee any results. We aim to provide great benefits from your participation in the program, however, Silke Weeks does not guarantee or represent in any way that you or your business will attain a certain level of sales, profits, earnings, or any other metric of success, either in the short-term or long-term. Your success depends on many factors, including but not limited to your personal motivation, your time commitment, how effectively you implement the strategies taught in the program, your efficiency in following up on each module of the program, and the particular market and industry in which your business operates.

4.2 Any testimonials, stories shared or examples used in Silke Weeks' materials, on its website, or during its calls or events are not a guarantee of any particular result or success. Any express or implied promise or representation made by Silke Weeks is not intended to represent or guarantee that you will achieve the same or similar results.

4.3 Silke Weeks does not provide medical, legal, investment, tax or financial advice. All opinions are provided for your consideration and should not be solely relied upon. It is your responsibility to obtain professional advice.

5. Use of materials and methods and systems

5.1 It is at the discretion of Silke Weeks to use alternative modalities as part of the program as and when necessary.

5.2 You agree that all methods, processes, and strategies taught by Silke Weeks are our sole and exclusive property and constitute a confidential proprietary system that is protected by law, including but not limited to copyright, trademark, and trade secret law.

5.3 Silke Weeks' system includes all materials associated with the package, all business coaching strategies, all associated coaching advice, and all written material.

5.4 You agree to maintain the confidential nature of the package and its related materials, strategies, and advice, and you agree not to duplicate, disseminate, distribute, or otherwise disclose any part for any reason to third parties unless such disclosure

- (i) is part of the Program,
- (ii) is required by valid legal process (whereby you agree to provide prompt written notice of such legal process to Silke Weeks so that we can take appropriate legal action to protect our interests), or
- (iii) concerns, matters or materials that have lawfully become part of the public domain.

5.5 The program will be delivered via an online platform and you must not forward any course content to persons who are not part of the program.

5.6 You agree that any violation of the terms of this section will cause substantial and irreparable harm to Silke Weeks and that we are entitled to seek any form of legal redress available, which may include injunctive relief and substantial damages.

6. Business and Self Promotion

6.1 Self promotion is not permitted on any platform hosted by Silke Weeks unless permission is obtained directly from us.

6.2 A platform hosted by Silke Weeks includes, but is not limited to, online group programs, events, practice groups, whatsapp groups and facebook groups.

6.3 Self promotional material is not permitted on any platform hosted by Silke Weeks and you must not solicit clients on any platform hosted by Silke Weeks.

6.4 Should you wish to privately offer sessions to clients, this will be your sole responsibility and your business will be separate from Silke Weeks.

6.5 Participation in the online group program not intended to, or shall not be deemed to establish any partnership or joint venture between you and Silke Weeks.

6.6 Silke Weeks is not responsible for providing you with clients.

6.7 Any self promotion will result in the termination of this agreement in accordance with clause 10 of this agreement.

7. Modification

7.1 From time to time Silke Weeks may modify this Agreement, and such modifications shall be effective upon posting on Silke Weeks' site reflexease.co.uk or via email with the subject line specifically stating "amendment to existing agreement" or similar language denoting the Agreement has been modified.

8. Force Majeure

8.1 If, as a result of an act of God, force majeure, public emergency, restriction imposed by law or for any other cause beyond Silke Weeks' reasonable control, we are unable to provide services to you, Silke Weeks shall not be in breach of this agreement but shall be authorised to substitute a reasonably satisfactory date and time to provide services.

8.2 If no such time is available, the remainder of the fees due for any service(s) that have not yet been provided will be waived.

8.3 Silke Weeks shall not be liable for inability to provide services or fulfil the agreement in those circumstances.

9. Severability

9.1 If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed modified in order to comply with applicable law, and the remaining provisions shall not be affected in any way.

10. Termination

10.1 Silke Weeks reserves the right to terminate this agreement at any point if we feel that you are being disruptive, are acting in breach of the law, or are in violation of this agreement. All fees will become payable by you upon termination of this agreement.

11. Confidentiality

11.1 Confidential information refers to any data or information relating to you, whether business or personal:

- which would reasonably be considered to be private or proprietary to you;
- that is not generally known, and;
- where the release of that confidential information could reasonably be expected to cause harm to you.

11.2 Silke Weeks agrees that we will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which we have obtained, except as authorised by you or as required by law. The obligations of confidentiality will apply for the duration of the online group program/event and will survive indefinitely upon termination of this agreement.

11.3 All written and oral information and material disclosed or provided by you to Silke Weeks under this agreement is confidential information regardless of whether it was provided before or after the date of this agreement or how it was provided to Silke Weeks.

11.4 Any information disclosed to you by other participants as part of the online group program must also remain confidential and must not be disclosed to any persons who are not part of the group program.

12. Photography and Filming

12.1 You consent to Silke Weeks using photographs and/or video recordings including images of you, both internally and externally to promote our services.

12.2 You understand that these images may be used in print and digital media formats, including print publications, website, e-marketing, posters, banners, advertising, film, social media, and teaching purposes.

12.3 You have the right to request to see a copy of the information we hold about you and to request corrections or deletions of the information that is no longer required.

12.4 You can ask Silke Weeks to stop using your images at any time, in which case it will not be used in future publications, but may continue to appear in publications already in circulation.

13. Testimonials and feedback

13.1 We may ask you to provide a testimonial of your experience with us.

13.2 Should you wish to provide a testimonial, you confirm that you give your consent for Silke Weeks to use the text in its entirety, or in part in order to promote our business.

13.3 You confirm that the testimonial can be used in all media, including: printed materials, business communications, presentations, social media and in the advertising of services generally.

13.4 You give consent to Silke Weeks to edit the testimonial as necessary, without consulting you, provided the message remains the same.

13.5 You give Silke Weeks consent to refer to your business name and first name on the testimonial and agree that the testimonial is given voluntarily and you will not receive financial compensation for it.

14. Complaints

14.1 We are committed to providing the best service possible. If you have a genuine reason for why you are not satisfied with the service, please write to us at info@silkeweeks.com in the first instance.

14.2 We will look into your complaint and where you have a genuine concern, we will endeavour to resolve the issue.

15. Waiver

15.1 The waiver or failure of Silke Weeks to exercise any obligation under this Agreement shall not be deemed a waiver of any further right.

16. Governing Law

16.1 This Agreement shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

17. Entire Agreement

17.1 This Agreement is the entire agreement and understanding between Silke Weeks and you and supersedes any prior agreement or understanding whether oral or written relating to this Agreement.

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Please tick this box if you consent to the use of photography, filming and testimonials.

Name: _____

Date: _____

Signature: _____