

Please read carefully our General Terms, which include key terms and conditions relating to the services MYT provide and limitations on its liability. The General Terms are available online at <[www.abigailbarnes.co.uk/terms](http://www.abigailbarnes.co.uk/terms)> and prevail to the extent of any inconsistency.

*If you have any questions or concerns about these terms and conditions, please ask us by email <[orders@abigailbarnes.co.uk](mailto:orders@abigailbarnes.co.uk)> before signing up for any Services.*

## GENERAL TERMS

### 1 BACKGROUND

**1.1** These General Terms (**Terms**) apply to any services (**Services**) and all reports, materials resulting data, content and other information (**Work**) provided by Abigail Barnes (trading as “MYT”, “MYT Training” or “Master You Time”) (**MYT**) to any clients or attendee (**Client**). In these Terms, “us”, “we” and “our” refer to MYT, and to “you” our Client.

**1.2** These General Terms form a binding contract between MYT and Client in respect of the Services, incorporating the Key Terms set out in any Client Agreement or other binding agreement between the parties (**Agreement**). We update these Terms at any time, by notice, including via our website.

**1.3** These Terms shall be deemed effective upon the earlier of you doing any of the following: signing the Client Agreement, making any payment to MYT, accepting any written proposal from MYT, accessing any Services, attending any event run by MYT, and/or accessing any Work.

**1.4** MYT may rely on third parties to perform some of the Services. MYT is not responsible for the performance of such services by third parties. MYT is an independent contractor to Client, not an employee or partner of Client in any way. The Services are provided for the sole benefit of the Client, unless expressly agreed otherwise.

### 1.5 SERVICES & CLIENT RESPONSIBILITY

**1.6** All Services are subject to availability. Because we believe in constant innovation, you agree that the form and nature of specific Services may change without prior notice.

**1.7** You acknowledge and accept that you are not hiring us as a professional consultant and we have no responsibility or liability arising from or in connection with the Services, including any work, product, or results for you personally or your business. Instructors are not qualified to provide legal, tax, accounting or financial advice, and the information provided to you by the instructors is not intended as any professional advice whatsoever. You should refer all legal, tax, accounting, and financially related inquiries to appropriately qualified professionals. We accept no responsibility for any information, including as provided by any third party instructors.

**1.8** You hereby agree and undertake to: (a) pay all Fees and additional charges in accordance with these Terms; and (b) promptly provide MYT with all assistance, directions, instructions or information, reasonably required by MYT to perform the Services, (c) commit to fully participating in the program by completing pre session and post session documentation on the understanding that this contributes to your success.

**1.9** Client hereby warrants and represents that use of the Services shall be for legitimate professional and/or business purposes, in compliance with all applicable laws. You warrant and represent the accuracy and completeness all information provided to us.

**1.10** The Services are delivered online (or face to face as agreed) and all online sessions will be recorded and provided to the Client who is then responsible for the master copy. We accept no responsibility for copies once they have been shared with the Client.

## 2 SESSION TIMES

**2.1** You will be allocated a session day, time and session schedule at the start of your program. Which is to be agreed within two weeks of receipt. After that you have the right to request 2 date changes as do we. Unless otherwise negotiated at the commencement of your program, any further changes are at our discretion. If you are unable to attend a session it must be cancelled 24 hours prior to the session, to avoid forfeiting that session and incurring a £25 administration fee.

**2.2** Whilst every effort will be made to provide Services at the time of the relevant schedule and to comply with all reasonable requests relating to the Services, we cannot guarantee arrival and start times, including where delay is caused by factors impacted by you or outside our control (such as weather, traffic, equipment failure, accident or illness).

## 3 FEES, INVOICING & PAYMENT

**3.1** The Fees payable for the Services are specified in the Key Terms (or otherwise separate written agreement with Client) and payable in advance without any set off or deduction.

**3.2** As our payment system is fully automated, any changes to your payment plan or structure, unless otherwise negotiated at the commencement of your program, may incur a £25 administration fee for each change. This includes date, amount or any other changes. This fee will be charged immediately and in full on each occasion.

**3.3** Additional fees and charges may be applied by MYT, including for agreed out-of-pocket expenses, surcharges for payment methods, taxes and duties.

**3.4** Client warrants and represents that all payments shall be made in full and on time, and there are sufficient funds on any credit or debit card registered with MYT to pay for all Fees and any charges payable under these Terms. We may refer late payments for third party collection without delay.

**3.5** In the event of cancellation of the Services or termination of these Terms, subject to any consumer law that cannot be excluded, MYT may determine in its absolute discretion whether to refund any advance

payment for Services (which shall exclude any costs that are not reimbursed by third parties).

**3.6** If any amount due remains unpaid, MYT may charge additional administration costs and interest at 8% per annum accrued daily (both before and after judgment) on the amount unpaid at the rate for the time being that would be applicable if the debt were a qualifying debt under the *Late Payment of Commercial Debts (Interest) Act 1998*.

**3.7** Unless expressly stated otherwise, all amounts payable under these Terms are exclusive of VAT. If any payment pursuant to these Terms constitutes the whole or any part of the consideration for a taxable or deemed taxable supply to recipient, the supplier shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the recipient shall have delivered a valid VAT invoice in respect of such VAT. MYT will render a valid tax invoice to Client on request for all paid Services.

**3.8** MYT shall be entitled to set off or withhold any amount owed to Client under these Terms against any amount payable by Client to MYT.

#### **4 CANCELLATION POLICY**

**4.1** In the event that you need to cancel any Service prior to commencement, you have a cooling off period of 7 days (or commencement, if earlier) to cancel, and it must be made by written email. Provided that you have complied with these Terms, if after the first month of working together you are not able to identify progress, then you can request to cancel your enrollment and we shall terminate your contract & payment schedule (subject to any administration and payment processing charges). We will inform you of any additional fees that may be associated with the cancellation.

**4.2** If you have not received written confirmation within 24 hours, please call us (+44 (0) 7968 817 651) to confirm your request has been received.

**4.3** Services may be provided on a 6-month program and if your circumstances change during the course of the program, the right to postpone the outstanding sessions is at our discretion and must be agreed with us.

#### **5 INTELLECTUAL PROPERTY**

**5.1** All copyright, know-how, designs, and other registered or unregistered forms of intellectual property (**IP**) in the Services and any Work shall remain owned by MYT. MYT grants a non-exclusive non-transferrable worldwide license to Client for its legitimate professional or business purposes conditional upon payment in full of all Fees and compliance with these Terms.

**5.2** MYT acknowledges that the Client owns all IP relating to its Website and created or provided by Client in connection with the Services (**Client IP**). Client grants a non-exclusive non-transferrable worldwide license to MYT for all purposes relating to the performance of the Services.

**5.3** Each party has moral and registered rights in its trademarks and neither party shall not copy, alter, use or otherwise deal in such marks without prior written consent. Where you have approved in writing, we may include the Client's trademark in our marketing activities.

#### **6 DATA PRIVACY**

**6.1** We respect your privacy and comply with the requirements under the *Data Protection Act 1998* in

respect of all personal data provided to the other party in connection with the Services or otherwise under these Terms. Without limitation, you represent that you provide and all necessary consent has been obtained by you from all other individuals for the purposes of performing the Services.

#### **7 CONFIDENTIALITY**

**7.1** Unless we have agreed with you otherwise, we shall maintain in confidence, the fact that you are in a coach/mentoring program will be kept completely confidential, as will any proprietary information, any ideas, plans and trade secrets discussed during your sessions. Subject to any references listed with your approval, we will not at anytime either directly or indirectly use any information for our benefit, or disclose or communicate in any manner any information to any third party.

**7.2** We must insist that you respect the same rights of our Services. You shall keep confidential any log-in details for any online (membership) content that you are given access to and agree to take appropriate steps to ensure no other person has access to your personal details.

**7.3** Without limitation, each party must maintain in confidence any written information that (**Confidential Information**): (a) Details the business of the Client; (b) Details the business of MYT; (c) Is identified by either party as confidential and/or proprietary, other than information that the relevant party can establish: (i) was in the public domain at the time it was disclosed; (ii) was already in the possession of a party when given, without having been acquired (directly or indirectly) from the other party; or (iii) was received from another person who had the unrestricted legal right to disclose that information free from any confidentiality obligation.

**7.4** Each party must not: (i) use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under these Terms; or (ii) disclose any of the Confidential Information, provided that each party may disclose Confidential Information that is required to be disclosed: (A) by law or by order of any court or tribunal of competent jurisdiction; (B) by any Government Agency, stock exchange or other regulatory body; or (C) to its personnel and advisors, where the party informs the recipient of the obligations in relation to the Confidential Information under these Terms. The obligations under this clause continue in full force and effect after these Terms ends.

#### **8 FORCE MAJEURE**

**8.1** Neither party shall be liable for any failure or delay to performance of obligations under these Terms if such failure or delay results from any cause that is beyond the reasonable control of that Party including power failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

**8.2** In the event that any party cannot perform their obligations hereunder as a result of force majeure for a continuous period of 2 months, the other party may at its discretion terminate these Terms by written notice at the end of that period.

#### **9 LIABILITY**

**9.1** MYT does not guarantee any specific results from the Services. This Agreement is not a service level agreement. To the extent permitted by law, by accepting

the Services, Client acknowledges and represents that Client is not a consumer and no refund is payable in any circumstances whatsoever.

**9.2** Nothing in the Services or the Work constitutes any recommendations or advice from MYT regarding the marketing or promotion of the Client's products or services and any marketing campaign shall remain the Client's commercial decision in its absolute discretion.

**9.3** To the extent permitted by law, MYT's liability for breach of these Terms or otherwise in connection with access to the Website, the Services or the Work and any implied warranty or condition that cannot be excluded, is restricted at the option of MYT to the re-supply of services, payment of the cost of re-supply of services or the applicable Fees.

**9.4** In no circumstances will either party be liable for any consequential or indirect damages, loss of profits, or any other similar or analogous loss resulting from the Services or the Work, whether based on warranty, contract, tort, negligence, in equity or any other legal theory.

**9.5** The Client shall indemnify MYT for, and hold it harmless against any loss, damage, costs, expenses, liability, deduction, contribution, assessment or claim (including reasonable legal and preparation costs) arising in connection with: (i) any access to or use of the Services; (ii) any breach of its obligations under these Terms; (iii) any third party claims that may arise from the Services or any public disclosure or misuse of the Work; and

(a) any tax, penalty, fine or interest incurred or payable in connection with the Services or in consequence of breach of these Terms.

**9.6** MYT may at its option satisfy such indemnity (whether in whole or in part) by way of deduction from any payments due to be paid to it under these Terms.

**9.7** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in these Terms.

**9.8** Nothing in these Terms shall limit or exclude the liability of either party for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation.

## **10 GENERAL**

**10.1 Electronic Communication & Notices:** Notices: The parties acknowledge and agree that these Terms if executed (including digitally or by counterpart) and conveyed by 'electronic communication' having the

meaning given to that term in Electronic Communications Act 2000 and the Electronic Signatures Regulations 2002. Any consent, notice or communication under these Terms is effective if conveyed by electronic communication and must be sent to the parties' contact details as specified.

**10.2 Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in these Terms.

**10.3 Relationship.** The relationship of the parties to this agreement does not form a joint venture, partnership, employment, trust or agency.

**10.4 Third party rights.** A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce these Terms, provided that this clause does not affect a right or remedy of a person which otherwise exists or is available.

**10.5 Waiver.** No clause of this agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy.

**10.6 Further Action.** Each party must do anything reasonably necessary (including executing agreements and documents) to give full effect to these Terms, including in connection with any claim or proceedings brought against a part as a result of any breach of these Terms.

**10.7 Liability for Expenses.** Each party must pay its own expenses incurred in negotiating, executing, stamping and registering these Terms.

**10.8 Inconsistency.** If these Terms is inconsistent with any other preceding document or agreement between the parties, these Terms prevails to the extent of the inconsistency.

**10.9 Counterparts.** This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

**10.10 Severability.** Any clause of these Terms, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of these Terms.

**10.11 Governing Law.** This Agreement is governed by the laws of England & Wales. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction in England.

## **END GENERAL CONDITIONS**