

LAURA NEWMAN
DIRECTOR OF CONNECTED CHILD

TERMS AND CONDITIONS

1 Definitions and Interpretation

1 In these terms and conditions the following expression will have the following meanings:

“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, Program 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;

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 These Terms and Conditions are for the delivery of the Program to a consumer, namely the parent or adoptive parent or foster parent of a child or children within one family.

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

2.3 No amendment to these Terms and Conditions will be effective unless evidenced in writing and signed by both of us

2.4 Nothing contained within these Terms and Conditions will constitute any partnership or other legal arrangement between us not contemplated by these Terms and Conditions

3 Obligations of Laura Newman

3.1 Laura Newman will:

3.1.1 deliver the Program entirely herself.

3.1.2 deliver the Program with reasonable skill and care

3.1.3 You accept that Laura Newman does not warrant that she will always be able to complete any Program within a specific period of time and that time is not of the essence in the delivery of the Program.

3.1.4 Laura Newman has the right, at her sole discretion, to change the content of any of the Program and the dates upon which each part of the Program is provided.

3.1.5 You accept that the Program does not constitute a therapeutic assessment or diagnosis or treatment plan for your child.

4 Your Obligations

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

4.2 You acknowledge and agree that:

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

4.2.2 Laura Newman cannot guarantee that any participant will achieve any specific result as a result of taking the Program

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

4.4 Any delay in the provision of the Program 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 Laura Newman.

4.5 You warrant that you are a parent or foster parent or adoptive parent and that your subscription to any service we offer relates to your own family & no one else's.

5 Fees and Payment

5.1 The Fee will be the fee advised to you before we accept you on a Program

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

5.3 Laura Newman 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 HSBC 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 If You wish to cancel or re-arrange any session associated with the Program You must give Laura Newman at least 48 hours prior notice failing which Laura Newman may charge an additional fee for the cancelled session.

6.2 Either party may give notice in writing to the other terminating the agreement between us with immediate effect if:

6.2.1 the other party commits any material breach of any of the terms of these Terms and Conditions and that breach (if capable of remedy) is not remedied within 5 Working Days after notice being given requiring it to be remedied;

6.2.2 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 Laura Newman ceases, or threatens to cease, to carry on business.

No refund will be given in these circumstances

7 Intellectual Property Rights

7.1 Laura Newman will retain ownership of any and all Intellectual Property Rights that may subsist in anything produced by Laura Newman in the course of providing the Program. Throughout the term of the agreement between us, Laura Newman 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 these Terms and Conditions.

7.2 Laura Newman will assert all moral rights arising out of Chapter IV of the Copyright, Designs and Patents Act 1988.

8 Liability

8.1 If you have a complaint against Laura Newman you must inform Laura Newman of that complaint in writing within 24 hours of the occurrence that gave rise to it.

8.2 Laura Newman will not be liable to you for any loss, injury, damage, expense or delay incurred or suffered by you or the individual receiving the Program arising directly or indirectly from or in any way connected with the Program 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:

8.2.1 failure of the Program to meet your requirements; and

8.2.2 any act or omission by Laura Newman, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise.

PROVIDED THAT nothing in this clause 7 will exclude or restrict the liability of Laura Newman 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 Laura Newman is not qualified to give medical or nutritional or psychological 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 Laura Newman.

9.2 Laura Newman does not and cannot guarantee that you will receive any specific results from the Program or any action you take as a result of having taken the Program and you acknowledge and accept that any results you achieve are dependent upon your having completed the Program successfully and correctly applying the techniques and advice it provides in a way which is suitable for your family and that Laura Newman has no control of your use of the advice it offers.

10 Data Protection

10.1 Both you and Laura Newman will comply with their respective obligations under the Data Protection Laws and The Company' Data Protection Policy at all times.

10.2 By entering into an agreement with us you consent on your own behalf and on behalf of the individual undertaking the Program to the use by Laura Newman of all personal data you supply to Laura Newman and required for the purpose of providing the Program.

10.4 For the purposes of these Terms and Conditions:

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 Laura Newman or from her website.

11 Relationship of the Parties

Nothing in these Terms and Conditions nor in the agreement between us will constitute or be deemed to constitute a therapeutic relationship or other fiduciary relationship between the parties other than the contractual relationship expressly provided for in these Terms and Conditions.

12 Course and Sub-Contracting

12.1 You may not assign, mortgage, charge or sub-licence or otherwise delegate any of your rights under these Terms and Conditions, or sub-contract or otherwise delegate any of your obligations without the written consent of Laura Newman, such consent not to be unreasonably withheld.

13 Miscellaneous

13.1 No modification of or variation to these Terms and Conditions will be effective unless in writing and signed by or on behalf of each of the parties hereto.

13.2 If any provision of these Terms and Conditions 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 these Terms and Conditions by Laura Newman will not be deemed a waiver of any subsequent breach or default and will in no way affect the other of these Terms and Conditions.

13.4 Laura Newman will be entitled to transfer or assign the benefit and/or burden of the agreement between us.

13.5 The expiration or termination of the agreement between us, howsoever arising, will not operate to affect such of the provisions of these Terms and Conditions 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 notified by one party to the other from time to time

13.7 The agreement between us 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 these Terms and Conditions for any delays or failures in performance of the agreement between us 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 the agreement between us by notice in writing to the other party whereupon the agreement between us will forthwith terminate.

13.9 You confirm that the email address you supply to Laura Newman will remain valid for communications during the currency of the agreement between us and agree to

furnish Laura Newman with an alternative address if that email address becomes invalid

14. Governing Law and Jurisdiction

14.1 These Terms and Conditions and the agreement between us and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with European law.

14.2 The European courts will have exclusive jurisdiction to settle any dispute or claim arising out of these Terms and Conditions and the agreement between us.