

## Group Programme Terms & Conditions

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*By proceeding to purchase a place on a group programme, you agree to the terms and conditions as outlined below.*

*Please download and keep a copy of these terms for future reference.*

*Should you need an additional copy, please email [polly@pollyhearsey.co.uk](mailto:polly@pollyhearsey.co.uk).*

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### YOUR PROGRAMME

Group Programme details (as outlined on the programme information and sales page) plus details of all calls and arrangements will be confirmed in your welcome email. You will receive your welcome email within 3 days of booking your place.

This will include requirements and expectations for any pre-programme preparation to help you gain the most from your experience and outline expected input from you for the implementation of programme activities.

If you have any questions about the programme, please email [polly@pollyhearsey.co.uk](mailto:polly@pollyhearsey.co.uk).

### GROUP CALLS & SUPPORT

Group calls will be arranged for a set time and will take place via Zoom. Should you be unable to attend any calls, a replay will be made available to you to watch.

Should any session need to be rearranged due to unexpected circumstances, I will endeavour to provide at least 24 hours' notice.

During the programme you will have access to email support to answer questions, request feedback and support you in implementing the programme activities. I will endeavour to answer all emails within 24 hours.

I will check in with you regularly to see how you are getting on and make sure you are getting everything you need to make the most of your programme.

## INCLUSIVE ONE TO ONE SESSIONS

For programmes including a one to one session, you will receive details via email to arrange a suitable time for your session. One to one sessions must be taken within the allocated time frame or they will be forfeit.

Recordings of one to one sessions will be made available to you to download for future reference.

Should I need to reschedule a one to one session I will do my best to provide you with at least 24 hours' notice. Should you need to reschedule a session, you also agree to provide 24 hours' notice.

## UNEXPECTED DISRUPTION

Life throws up some challenges sometimes – illness, domestic emergencies and other issues may come up and we agree to remain flexible and understanding in these circumstances.

Equally in circumstances beyond our control, including Force Majeure events, it is understood that calls, sessions, feedback and follow up may be unavoidably delayed and we agree to work around such events.

## CANCELLATION & REFUNDS

### CANCELLATION PRIOR TO THE START OF YOUR PROGRAMME

Should it be necessary to significantly adjust the start and finish dates of the programme, you will be offered either a refund or participation on the revised dates.

Should I need to cancel the programme, I will provide a full refund of any fees paid or offer you a place on future run of the programme.

You have the right to cancel your place on the programme within 14 days of purchase and receive a full refund *provided that the programme has not already begun.*

### CANCELLATION AFTER THE PROGRAMME STARTS

Should I need to cancel the programme for any reason, I will explain this to you and give you as much notice as is feasible. I will refund you a pro-rata payment for any portion of the programme not yet undertaken or offer a free place on a future run of the programme.

Should you not be able to complete any part of the programme for any reason, refunds will only be made in exceptional circumstances and are purely discretionary.

Please note that any digital content supplied cannot be refunded under any circumstances once it has been accessed.

### KEEPING IT ALL ON TRACK...

I want you to be happy. If there is anything that isn't right, tell me about it so we can sort it out as quickly as possible.

### IF YOU ARE HAPPY...

And that's the goal, I'd love for you to tell me about it and provide a testimonial to help me reach out and help more people.

### SOME THINGS TO BEAR IN MIND

The programme is not a substitute for professional advice on legal, financial or other qualified issues and you agree that you will seek independent professional guidance for such matters.

The programme is not counselling or therapy – if you feel that you need these services, you should seek suitably qualified assistance.

The programme is not a guarantee of results – the power to create results lies within you, your determination and critically the action you take.

### THE TECHY LEGAL BITS...

#### LIMITATION OF LIABILITY

Except as expressly provided in this agreement, I make no guarantees or warranties, express or implied. In no event will I be liable to you for consequential or special damages. Notwithstanding any damages that you may incur, my entire liability under these terms, and your exclusive remedy, will be limited to the amount paid by you to me under these terms for all services rendered up until the end of the programme.

#### GOVERNING LAW

This agreement shall be governed by and construed under English Law. In the event of any dispute between us, we shall first attempt to settle such a dispute in good faith, including by mediation. In the event that such a dispute cannot be resolved, it shall be decided by the Courts of England and Wales.

## INTELLECTUAL PROPERTY RIGHTS

As part of your programme I will share materials that I have created and produced. These materials are key to my unique approach and will form a critical part of your programme. The intellectual property rights (including copyright) for these materials are held by me and I retain all ownership rights and interests. You agree not to share or reproduce these without prior written consent. You agree not to share or reproduce any content from group calls without explicit written consent from all parties to the calls.

## PAYMENT OPTIONS

Should you need to make payment by an alternative method to that offered on the programme sales page, please contact [polly@pollyhearsey.co.uk](mailto:polly@pollyhearsey.co.uk) to discuss options. Please note that spaces cannot be guaranteed until payment is received.

## PAYMENT PLANS

You are responsible for making all payments outlined in the payment plan. Once the programme has begun, even if you are unable to proceed with your place, you will still be required to pay all the instalments on the plan (excepting where a discretionary refund is agreed).

If the payment schedule is not maintained then your access to the programme will be removed until such time as the payments are brought up to date.

Initial payment instalments or deposits are non-refundable.

## MY RESPONSIBILITIES

- To listen, to understand and believe in you and support you on your journey to success. You can expect me to challenge you, offer fresh perspectives, set you appropriate tasks and maintain confidentiality<sup>1</sup> of your business and any personal disclosures made during our sessions.
- To be non-judgmental, objective & open throughout the programme.
- To focus on your goal & desired outcomes and keep you focused on it too.
- Encourage & challenge you to reach your full potential.
- Support you during your development and motivate you to keep taking action.
- All records and reports resulting from the programme and one to one sessions will be kept securely during the process and properly destroyed at the end of our partnership.

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<sup>1</sup> Confidentiality of all discussions will be maintained unless there is a potential for, or a risk to yourself, others, the organisation or the law

## YOUR RESPONSIBILITIES

- To recognize the support process is an investment in you, your business and your development.
- To maintain honest & open communication between us at all times.
- To be motivated and committed to taking action on your personal and professional goals.
- Be willing to embrace any necessary change to help you reach your goal.
- Be prepared to take on board feedback you receive. And to give honest feedback on the support you receive.
- Be open to challenges to your thoughts, ideas, working practices.
- Commit to the principles of support to aid your development.
- To accept full responsibility for yourself and any actions you take that might result from the programme.
- To give at least 24 hours' notice if you need to reschedule a one to one session.
- To update me on your progress at mutually agreed times.
- To maintain any payment plans in a timely manner.