

Terms and Conditions

Sacred Woman Awakening Online Courses

For all non-certification online courses for personal use purchased through Sacred Woman Awakening.

1. These terms

- 1. These are the terms and conditions on which we supply services to you, whether these are online services or digital content**
- 2. Please read the following important terms and conditions before you submit your order to us and check that they contain everything which you want and nothing that you are not willing to agree to. This contract sets out your legal rights and responsibilities, our legal rights and responsibilities, and certain key information required by law.**

In this contract:

- 'We', 'us' or 'our' means Diana Beaulieu (also known as Diana Bewley), and**
- 'You' or 'your' means the person buying services, online training and digital content from us**

2. Who are we?

- 2.1. We are Diana Beaulieu (also known as Diana Bewley) of Sacred Woman Awakening. Our address is 2019 Davenport House, 261 Bolton Road, Bury Greater Manchester BL8 2NZ, UK**
- 2.2. You can contact us by writing to us at training@sacredwomanawakening.com.**
- 2.3. If we have to contact you we will do so by writing to you at the email address you provided to us in your order.**
- 2.4. When we use the words "writing" or "written" in these terms, this includes emails.**

3. Introduction

- 3.1. If you buy services from us you agree to be legally bound by this contract.
- 3.2. When buying any services you also agree to be legally bound by extra terms which may add to, or replace some of, this contract. This may happen for security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice. This document would form part of this contract as though set out in full here.

4. Ordering services from us

4.1. Below, we set out how a legally binding contract between you and us is made:

4.1.1. Any quotation given by us before you make an order for services is not a binding offer by us to supply such services.

4.1.2. When you decide to place an order for services with us, this is when you offer to buy such services, online training and digital content from us.

4.1.3. Our acceptance of your order will take place when we email you to confirm this from info@sacredwomancoaching.com or training@sacredwomanawakening.com). At this point a legally binding contract will be in place between you and us.

4.1.4. We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:

- (a) we cannot carry out the services (this may be because, for example, we have a shortage of staff)
- (b) we cannot authorise your payment
- (c) you are not allowed to buy the services from us
- (d) we are not allowed to sell the services to you
- (e) there has been a mistake on the pricing or description of the services

- 4.2. If you are under the age of 18 you may not buy any services from us.
- 4.3. If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

5. Providing the services

- 5.1. We will begin to provide your course information and materials to you as soon as the advance payment has been received.
- 5.2. Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed.
- 5.3. We will need certain information from you so that we can supply the services to you. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 17 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

6. Your obligations

6.1. You shall:

- (a) Co-operate with us in all matters relating to the services.
- (b) Provide us with such information in order for us to supply the services to you.

7. Payment

- 7.1. We accept payment with Visa, Master card and American Express. All payments by credit card or debit card need to be authorised by the relevant card issuer.

- 7.2. The price of the services and digital content is in Euros (€)(Euros)
- 7.3. We take all reasonable care to ensure that the price of the services and digital content advised to you is correct. However, please see clause 7.6 for what happens if we discover an error in the price of the services you order.
- 7.4. It is always possible that despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the services correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the services correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 7.5. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 7.6. If you think that the invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 7.7. If your preferred payment method becomes invalid during your payment period, or if the charge is refused for any other reason outside our control, you authorise us to use any other payment method we have on file. If all your payment methods on file are declined, you must provide us a new eligible payment method within 15 days of us notifying you.

8. Your right to cancel this contract

- 8.1. You have the right to cancel this contract within 30 days without giving any reason after the day we send you a confirmation email to confirm the order.
- 8.2. To exercise the right to cancel, you must inform us of your decision to cancel this contract by emailing us at training@sacredwomanawakening.com

- 8.3. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

9. Effects of cancellation

- 9.1. If you cancel this contract within 30 days, we will cancel your payment plan and if appropriate reimburse any unused proportion of your payment.
- 9.2. We will make the reimbursement without undue delay, and not later than 30 days after the date on which we are informed about your decision to cancel this contract.
- 9.3. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

10. Intellectual Property

- 10.1. “Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 10.2. All Intellectual Property Rights arising out of or in connection with the services and digital content (other than Intellectual Property Rights in any materials provided by you) shall belong to us and you shall have no rights in respect of any such Intellectual Property Rights.
- 10.3. We (and our licensors) shall retain ownership of all Intellectual Property Rights in all our materials which includes any digital content.
- 10.4. When you buy the services and have access to the digital content through our website and can download it, you will not own it. Instead we

give you permission to use it (also known as a 'licence') for the purpose of you using and enjoying it according to this contract.

10.5. We shall grant you the permission to use any digital materials (including but not limited to PDF manuals, video trainings and audio resources) accessed and/or downloaded from any online course for your own private, personal use only for the purposes of your own personal healing and development.

10.6. The materials found within any online course you purchase may NOT be:

Copied by you except for a reasonable number of necessary back-ups;

Changed by you (which means that you are not allowed to adapt or decompile them, or try to extract the content from them);

Distributed or sold by you to any third party.

Used, edited, adapted in part or full to create all or part of the materials or curriculum of any commercial product or service, whether therapeutic or educational, or with any other purpose by you or your business. These uses include but are not limited to: coaching and therapy with private clients, online or in-person classes, courses and/or workshops or professional certification trainings, under the name "Sacred Womb Awakening" or any other modality name.

- 10.7. You shall not sub-licence, assign or otherwise transfer the rights granted in clause 10.5.
- 10.8. The digital content which includes but is not limited to manuals, videos and audio practices contains information which is owned by us. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (TM) markings.
- 10.9. Except where you have permission to use the digital content under this clause, you will not obtain any rights of ownership or other rights (of whatever nature) in the digital content or in any copies of it.

11. If there is a problem with the digital content

11.1. When we supply the digital content:

- (a) We will use all reasonable efforts to ensure that it is free from defects, viruses and other malicious content;
- (b) We do not promise that it is compatible with any third party software or equipment; and
- (c) you acknowledge that there may be minor errors or bugs in it.

10.2 If you have any questions or complaints about the digital content, please contact us. You can write to us at training@sacredwomanawakening.com.

12. Your legal rights

12.1. The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights') in relation to digital content and services for example:

- 12.1.1. If your digital content is faulty, you're entitled to a repair or replacement.
- 12.1.2. If the fault can't be fixed in relation to the digital content, or it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- 12.1.3. The digital content must be fit for purpose and of satisfactory quality.
- 12.1.4. you must pay a reasonable price for the services, and no more if you and we haven't fixed a price for the services, and
- 12.1.5. we must carry out the services within a reasonable time if you and we haven't fixed a time for the services to be carried out.

13. Your privacy and personal information

- 13.1. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about

the use of your personal information.

- 13.2. Our Privacy Policy is available as attached at <https://www.sacredwomanawakening.com/privacy-policy>

14. Force Majeure

- 15.1 “Force Majeure” means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the contract, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving us or our supplier's workforce, but excluding your inability to pay or circumstances resulting in your inability to pay;
- 15.2 Neither party shall not be in breach of this contract nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for one month, the party not affected may terminate this agreement by giving 30 days written notice to the affected party. If termination occurs under this clause, we shall be entitled to payment on a quantum meruit basis for all work done before termination.

15. Our rights to end the contract

15.1. We may end the contract at any time by writing to you if:

- (a) You do not make any payment to us when it is due and you still did not make payment within 30 days of us reminding you that payment is due.
- (b) You do not, within a reasonable time to us asking for it, provide us with information that is necessary for us to provide the services.

16. End of the contract

- 16.1. If we end the contract in the situations set out in clause 16.1 we will either suspend or stop providing you with the services and digital content.
- 16.2. We will contact you to tell you we are suspending or stopping supply of the services and digital content.
- 16.3. If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.
- 16.4. If this contract is ended in the situations set out in clause 16.1, you will delete all digital content that you have downloaded as part of our services, (which includes but is not limited to any practitioner training materials or client manuals and materials).

17. Our responsibility for loss or damage suffered by you

- **17.1.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- **17.2.** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.
- **17.3.** Subject to 18.1 and 18.2 our total liability to you will not exceed the amount paid by you to us in connection with the contract.
- **17.4.** Subject to 18.1 and 18.2 you will be responsible in regards to your physical, emotional and spiritual well-being while using any of the materials found within any online course or product.
- **17.5.** You will take responsibility for seeking therapeutic or other forms of assistance when needed during your training process.

18. Disputes

- 18.1. We will try to resolve any disputes with you quickly and efficiently.
- 18.2. If you are unhappy with the services, our service to you generally or any other matter please contact us as soon as possible.
- 18.3. If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you, and give you certain information required by law about our alternative dispute resolution provider.

19. Other terms

- 19.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.
- 19.2. You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 19.3. Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 19.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.