

Terms and Conditions – pre-recorded Brain-Based Parenting Bootcamp (version of 27 June 2023)

This document constitutes a contract between you and Our Parenting Journeys Sàrl (hereinafter: "OPJ") and applies to the pre-recorded Brain-Based Parenting Bootcamp (hereinafter "the bootcamp") delivered by OPJ.

You should read these terms and conditions carefully and raise any questions and concerns that you have.

The contract is concluded once you have purchased the bootcamp and checked the box "*I have read and understood these Terms and Conditions*" and if OPJ does not decline your booking within 48 hours.

The client agrees to pay fees for the service on the terms and conditions set out below. In return for the fees payable by the client (or by a third party on their behalf), OPJ agrees to provide the service in accordance with the terms and conditions set out below.

1. Services: Pre-recorded Brain-Based Parenting Bootcamp

- 1.1. A description of the bootcamp is available on our website.
- 1.2. The services to be provided by OPJ is information in the form of a parenting bootcamp and does not constitute psychological counselling or any type of therapy or clinical treatment and should not be construed as such.
- 1.3. OPJ will provide the bootcamp with reasonable care and skill in accordance with the description set out on the website.
- 1.4. OPJ makes no guarantees regarding the results that you will see from attending a bootcamp or using the information provided. Reliance on any information provided by OJP is solely at your own risk.

2. Payment and fees

- 2.1. The fees for the bootcamp shall be as set out on the website.

3. Cancellations

- 3.1. OPJ reserves the right to vary or withdraw the bootcamp as described on the website without notice. OPJ reserves the right to make changes to, or remove from the website, any or all material at any time without notice and without liability to you or third parties.
- 3.2. You can cancel up to seven working days from the day after you pay for a bootcamp.

4. Termination

- 4.1. OPJ shall be entitled to terminate its relationship with you and cease to provide you with any services with immediate effect in the event that you:
 - fail to pay when due your fees;



- act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee or collaborator of OPJ, any teacher or lecturer who provides the bootcamp;
- steal or act in fraudulent or deceitful manner towards our employee or collaborator of OPJ, any teacher or lecturer who provides the bootcamps or any student who attends any bootcamp;
- are otherwise in breach of these Terms and Conditions.

4.2. On termination the responsibility and liability clause shall continue notwithstanding such termination.

5. Responsibility & Liability

5.1. All information on the website is for information and educational purposes only. It is not a replacement for medical advice from a doctor or therapist. Please consult with a qualified healthcare professional if you suspect any medical or developmental issues with your child. Do not rely on the information on the website as an alternative to medical advice. You should never delay seeking medical advice, disregard medical advice, or discontinue medical treatment as a result of any information provided herein. This website and the bootcamp is not intended to constitute or be a substitute for advice from a qualified healthcare provider. OJP is not engaged in rendering mental health advice, therapy or other medical advice or services by providing access to this website, and your use of it does not create any therapist/patient or other treatment relationship between you and OJP or any of its representatives.

5.2. OPJ does not make any representations or warranties, express or implied, regarding services provided. Reliance on any information provided by OPJ is solely at your own risk. Our liability to you or any third parties in any circumstance is limited to the amount of fees, if any, you paid to us in the twelve months prior to your claim. The limitations set forth in these Terms and Conditions do not limit OJP's liability for gross negligence, fraud, or wilful misconduct.

5.3. To the maximum extent permitted by applicable law, this site, services, and any information or material contained or presented on the site is provided to you 'as is', without any representations, guarantees or warranties of any kind, either express, statutory or implied, including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or relating to the quality, suitability, or completeness of any information or material presented on this site. OPJ makes no guarantees regarding the results that you will see from using the information provided.

5.4. To the maximum extent permitted by applicable law, OJP shall not be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind.

6. Intellectual Property

6.1. All Intellectual Property Rights in the bootcamp materials are, and remain, the OPJ's property or its licensors, whether adapted, written for or customised for the client or not. Subject to your compliance with these Terms and Conditions, OPJ grants you a limited, non-exclusive, revocable, non-sublicensable, non-transferable right to use this website in order to access and use it, solely for your personal, non-commercial purposes.

6.2. You are not authorised to:



- copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the seminar/bootcamp materials without OPJ's prior written permission;
- record on video or audio tape, relay by videophone or other means the seminar/bootcamp;
- use the course materials in the provision of any other course or training whether given by us or any third party;
- remove any copyright or other notice of OJP on the seminar/bootcamp materials;

6.3. Breach by you of this clause shall allow us to immediately terminate our contract with you and cease to provide you with any services. OPJ reserves the right to seek compensation for any damages.

7. Data Protection

- 7.1. Under this contract, OPJ will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By booking onto a bootcamp you agree to this Use.
- 7.2. When you register with OPJ you will need to provide certain Data such as your contact details and demographic information. OPJ will store this Data and use it to contact you, provide you with details of the course you have booked onto.
- 7.3. Unless you click on the relevant button on the Registration Form, OPJ may also use the above Data, and similar Data you provide us in response to surveys, to aggregate user profiles.
- 7.4. OPJ will not pass any personal data onto anyone outside of OJP.
- 7.5. OJP endeavour to take all reasonable steps to protect your personal Data but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

8. Complaints

Please contact OPJ in the first instance should you wish to discuss any aspect of your care or this contract.

9. Third Parties

These Terms and Conditions do not create any rights enforceable by any person who is not a Party under the Contracts (Rights of Third Parties) Act 1999

10. Applicable law and jurisdiction

- 10.1. These Terms and Conditions are governed by and shall be construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with your bootcamp, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.
- 10.2. The courts of England and Wales are to have exclusive jurisdiction to settle any dispute whether contractual or non-contractual arising out of or in connection with your bootcamp. Each bootcamp participant irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales.

