
Terms & Conditions for BETA Belief Coding® Master Facilitators Course

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1. DEFINITIONS AND INTERPRETATION

- 1.1 The Terms constitute all the terms upon which the Services will be provided.
- 1.2 BCCR reserve the right to amend the Terms unilaterally by giving you not less than ten business days' written notice of such amendments to reflect changes in law, regulation or commercial practice.
- 1.3 In this agreement, unless otherwise expressly provided, each of the following terms shall have the meaning set opposite it:

"Business Day"	means 9am to 5pm GMT, Monday to Friday, excluding public and bank holidays in London, United Kingdom;
"Claim"	has the meaning set out in clause 9.2;
"Consumer"	means any person engaged by you or to whom you are providing services to where you are acting as a Master Facilitator;
"Confidential Information"	has the meaning set out in clause 11.1;
"Content"	means the information (not limited to the text and the associated extracts, images, materials, bullet points, print summaries, quick tests, and lists of citations and references) included in the Services, excluding content that is provided by and belongs to you;
"Discloser"	has the meaning set out in clause 11.1;
"Master Facilitator"	means customers of BCCR who have signed up to the relevant Terms and have received or are receiving the Services;
"Recipient"	has the meaning set out in clause 11.1;
"Services"	means the course of training provided to you by BCCR, methodology, process, literature and materials provided during such training, including the prospectuses, and any verbal or written guidance, instructions, know-how or techniques delivered, trained and taught by BCCR under the Terms, and the Contents;
"Customer Data"	means all information, data, text, logos, images, audio, movie clips and/or content in any form that forms part of your data provided to BCCR or accessible via that data; and
"Terms"	mean these terms and conditions; and

2. THE COURSES AND THE SERVICES

- 2.1 The Services are for your sole benefit and should not be replicated or disclosed to any third party without our express consent. We will not be liable to any person for any disclosure, use or reliance in breach of this paragraph.

3. YOUR RESPONSIBILITIES

- 3.1 You agree not to use the Services, attempt to use the Services or allow the Services to be used in any way:
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- 3.1.1 which results in a breach of a law, order or regulation (including a foreign law, order or regulation), a mandatory code of conduct, or a voluntary code of conduct;
 - 3.1.2 which results, or could result, in damage to property or injury to any person;
 - 3.1.3 to harass, menace or stalk people;
 - 3.1.4 to post, link to or transmit any material, which is unlawful, threatening, libellous or otherwise tortious, racist, abusive, malicious, defamatory, obscene, pornographic, or that contains a virus or other hostile computer program, or which constitutes, or encourages the commission of, a criminal offence, or which infringes any intellectual property right or other right of any person which may subsist under the laws of any jurisdiction;
 - 3.1.5 to interfere or attempt to interfere with the integrity of the Services,
 - 3.1.6 which fails to observe the procedures which BCCR may from time to time prescribe for the Services;
 - 3.1.7 which is in the sole opinion of BCCR detrimental to other Master Facilitators;
 - 3.1.8 which places on the Internet, obtains through the Internet or transmits using the Internet any misleading or deceptive business or marketing practice;
 - 3.1.9 which constitutes a misuse of BCCR's or any other person's confidential information;
 - 3.1.10 which results in a breach by you of any obligation that it owes to any person;
 - 3.1.11 to solicit Master Facilitators, individuals or third parties to become Master Facilitators of other competitive services; or
 - 3.1.12 which undertakes any activity which: impedes BCCR's ability to provide its services; negatively impacts on the operation or the use of the Services, or its performance for other Master Facilitators; or wastes BCCR resources or prevents other Master Facilitators from receiving the full benefit of the Services; or
 - 3.1.13 to send, cause the sending of or otherwise be involved in the sending of spam.
- 3.2 From time to time, if BCCR receives complaints from third parties regarding unacceptable use of the Services ("**Complaints**"), allegedly being conducted by Master Facilitators or their Consumers, then you undertake to make all reasonable endeavours to resolve such complaints by working with such third parties, keeping BCCR informed at all reasonable times and as and when requested by BCCR.
- 3.3 You agree to the waiver form displayed on the first page of the Kajabi training platform.

4. **GRANT OF USE RIGHTS AND RESTRICTIONS**

- 4.1 Subject to these Terms, you have the right to access the Services in order to provide services to Consumers.
 - 4.2 The Services are personal and you may not permit access to the Services to any other person without the express consent of BCCR.
 - 4.3 BCCR retains ownership of all rights in the Services. Other than as expressly set forth herein, nothing in these Terms grants you any right, title, license or interest in or relating to the Services and BCCR Confidential Information and BCCR reserves all rights, title and interest in and to the Services and BCCR Confidential Information, including all related intellectual property rights.
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- 4.4 You agree to maintain the copyright, trademark, and other notices that appear on the Services on all associated media. Except as otherwise provided in these Terms, BCCR does not grant you any rights to use its trademarks, Services marks, or other proprietary symbols or designations without the written consent of BCCR.
 - 4.5 You grant to BCCR a license to use and reproduce all Customer Data in order to fulfil its obligations under these Terms.
 - 4.6 Save to the extent expressly permitted by applicable law, you will not allow any third party to, and you will not:
 - 4.6.1 transfer, sell, lease, lend, disclose, or permit web or other access by third parties to the Services or any portion thereof or otherwise commercialise the Services;
 - 4.6.2 use, provide, or allow others access to the Services for the benefit of any third party;
 - 4.6.3 use or allow the transfer, transmission, export, or re-export, of the Services or portion thereof, in violation of any applicable export control laws or regulations;
 - 4.6.4 copy, film, frame, share or mirror any part of the Services, or
 - 4.6.5 access the Services to copy their features, functions or graphics.
 - 4.7 BCCR shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable licence, for the duration of all applicable intellectual property rights, to use in any way with regard to the Services any suggestions, enhancement requests or other feedback provided by you and/or the Consumers, relating to the operation of the Services.

5. FEES

- 5.1 BCCR's fees for the Services are as set out in the relevant literature, website or fee schedule provided to you at the relevant time.
 - 5.2 Unless otherwise expressly agreed, you will be responsible for paying, or procuring the payment of, all properly incurred fees.
 - 5.3 If BCCR's fees become overdue or are unpaid BCCR retain the right to:
 - 5.3.1 charge interest on all amounts overdue at a rate equivalent to four per cent above the base rate from time to time of the Royal Bank of Scotland plc
 - 5.3.2 withhold the Services, which includes withdrawing you from any course you are attending at the relevant time; and
 - 5.3.3 impose a late charge of 15% of the sum outstanding on top of the fees.
 - 5.4 BCCR retains the right to withhold your final certificate upon completion of the Services if fees are outstanding.
 - 5.5 As part of the Beta training course, all training, support documents, workbooks and assessments are classed as in development and are subject to change. This is reflected in the reduced fee.
 - 5.6 Any deposit paid in relation to the Services is non-refundable.
 - 5.7 A condition of the reduced cost Beta training is that no refunds are given.
 - 5.8 As part of the Beta training the course will undergo the accreditation process once a satisfactory round of training has been completed and any required amendments have been made. This will again be reflected in the reduced fee.
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6. DATA PROTECTION AND PRIVACY POLICY

- 6.1 BCCR will comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 6.2 Neither party consents to the other party appointing any third-party processor of personal data under this agreement.

7. TERMINATION

- 7.1 Upon termination of these Terms for any reason, you shall cease all use of the Services.
- 7.2 Without affecting any other right or remedy available to it, BCCR may terminate these Terms with immediate effect by giving written notice to you if:
 - (a) you commit a material breach of the Terms; or
 - (b) you fail to pay any amount due under the Terms on the due date for payment and remains in default not less than 14 days after being notified to make such payment.

8. WARRANTIES AND DISCLAIMERS

- 8.1 BCCR warrants that it will provide the Services materially in accordance with the Terms but other than as set out in the Terms, insofar as liability may lawfully be excluded or limited, the Services are provided "as is," without any warranty whatsoever.

9. INDEMNITIES

- 9.1 You shall defend BCCR against any claim, demand, suit or proceeding made or brought against BCCR by a third party:
 - 9.1.1 alleging that the Customer Data, or your use of the Services in breach of the Terms, infringes or misappropriates the intellectual property rights of a third party or breaches applicable law;
 - 9.1.2 in respect of your use or misuse of the Services; and
 - 9.1.3 in respect of the use or misuse of the Services by any person using your access to the Services.
- 9.2 In respect of any claim, demand, suit or proceeding brought by a third party as set out in clause 9.1 (a "**Claim**") you shall indemnify BCCR for any damages, fines, legal advisor's fees and costs finally awarded against BCCR as a result of, or for any amounts paid by BCCR under a court-approved settlement of, a Claim.

10. LIABILITY

- 10.1 Nothing in these Terms shall exclude or limit the liability of either party for death or personal injury caused by that party's negligence or for fraud or fraudulent misrepresentation or for any other liability to the extent that the same may not be excluded or limited as a matter of applicable law.
 - 10.2 Subject to clause 10.2, in no event shall BCCR have any liability to you under or in relation to these Terms or the Services whether in contract, tort or under any other theory of liability for:
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- 10.2.1 any financial damages as a result of loss or damage to property, economic loss, cost of replacement services, loss of profits, loss of revenue, loss of orders, loss of goodwill, and/or loss resulting from damage to image or reputation in each case whether direct or indirect, or
 - 10.2.2 any indirect or consequential loss or damage arising from or related to the Terms, howsoever caused and whether or not such losses are foreseeable.
 - 10.3 Subject to clauses 10.2 and 10.3, BCCR's total aggregate liability arising out of or related to these Terms (whether in contract or tort or under any other theory of liability and including non-contractual claims) shall not exceed the total amount paid by you under these Terms.

11. CONFIDENTIALITY

- 11.1 As used herein "**Confidential Information**" means all confidential information disclosed by a party ("**the Discloser**") to the other party ("**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall include Confidential Information of BCCR, which shall include that of its licensor(s), shall include the Services; and Confidential Information of each party shall include the terms and conditions of these Terms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Confidential Information does not include information which the Recipient can demonstrate:
 - 11.1.1 was or became generally available to the public other than as a result of a disclosure by the Recipient in violation of these Terms; or
 - 11.1.2 was available, or becomes available to the Recipient on a non-confidential basis prior to its disclosure to the Recipient by the Discloser, but only if:
 - (a) the source of such information is not bound by these Terms or is not otherwise subject to a contractual, legal, fiduciary or other obligation of confidentiality with respect to the information; and
 - (b) the Recipient provides the Discloser with written notice of such prior possession either:
 - (i) prior to the execution and delivery of these Terms; or
 - (ii) if the Recipient later becomes aware of (through disclosure to the Recipient or otherwise pursuant to these Terms) any aspect of the Confidential Information of which the Recipient had prior possession, promptly upon the Recipient becoming aware of such aspect; or
 - (iii) is independently developed by the Recipient without use or reference to the Discloser's Confidential Information, as shown by documents and other competent evidence in the Recipient's possession.
 - 11.2 The Recipient will keep confidential all of the Discloser's Confidential Information, and Recipient will disclose the Confidential Information to other Recipient parties who have a specific need to know such Confidential Information for purposes of these Terms. The Recipient will ensure that all Confidential Information is properly protected against theft, damage, loss, or unauthorised access.
 - 11.3 The Recipient will not use the Discloser's Confidential Information:
 - 11.3.1 in any manner whatsoever, in whole or in part, other than for purposes of these Terms;
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- 11.3.2 in any manner detrimental to the Discloser; or
- 11.3.3 other than as contemplated by these Terms, for the benefit of any of the Recipient, or any outside party.
- 11.4 In the event that the Recipient becomes legally compelled by a valid order of a court or other governmental agency to disclose any of the Discloser's Confidential Information, the Recipient will, if lawful, provide the Discloser with at least 10 days prior written notice (or such shorter period if a response or answer is due within fewer than 10 days) of its intention, as the case may be, to comply with such order for disclosure so that the Discloser may seek a protective order or other appropriate remedy to obtain confidential treatment of such Confidential Information. If such protective order or other appropriate remedy is not obtained, under compliance with the provisions of these Terms, the Recipient shall furnish only that portion of the Confidential Information, which the Recipient's counsel reasonably concludes is legally required to be furnished to avoid standing liable for contempt or suffering other censure or penalty.
- 11.5 The Parties acknowledge and agree that the Discloser may suffer irreparable harm if the Recipient breaches any provision of these Terms, and that damages may not be an adequate remedy in the event of a breach or threatened breach of these Terms. The Recipient agrees that, in addition to all other remedies, the Discloser will be entitled to seek injunctive or other appropriate equitable relief against the Recipient and the Recipient Representatives in the event of such breach or threatened breach without proof of actual damages and without any requirement to post a bond or provide other security. The Recipient agrees to indemnify and hold the Discloser harmless from any and all direct foreseeable loss, which may reasonably be expected to result from the Recipient's breach of these Terms, but none shall be entitled to special, indirect or consequential damages hereunder
12. **FORCE MAJEURE**
- 12.1 Where a liability would otherwise exist, neither BCCR nor Customer shall be liable to the extent that the circumstances creating that liability have arisen for reasons outside their reasonable control.
13. **GENERAL TERMS.**
- 13.1 No conditions or other terms, printed or otherwise appearing elsewhere (including on BCCR's website, social media or introduced by you), or any separate agreement or terms between the parties, shall be binding on BCCR or take precedence over the Terms.
- 13.2 Any notice or reports given under these Terms shall be in writing and in the English language and shall be sufficiently given or made if:
- 13.2.1 delivered by overnight courier during normal business hours on a Business Day and left with a receptionist or other responsible employee of the relevant party at the applicable address first set forth above;
- 13.2.2 by hand delivery on the date and at the time of delivery;
- 13.2.3 sent by first class post and shall be deemed received on the second Business Day after posting; or
- 13.2.4 sent by email on a Business Day before 4.30p.m and shall be deemed received on that day.
- In any other case, they shall be deemed received on the next Business Day after the day on which it was sent. Each notice sent in accordance with this clause shall be deemed to have been received:
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- 13.2.5 if delivered by overnight courier, on the day it was delivered, or on the first Business Day thereafter if the day on which it was delivered was not a Business Day;

Either party may change its address for notice by giving written notice to the other party as provided in this clause.

- 13.3 A provision of, or a right created under these Terms, may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by the parties. The failure of either party to act in the event of a breach of these Terms by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.
- 13.4 These Terms shall not be assigned, which term shall include by operation of law by reason of merger, consolidation, reorganisation or the like, by either party without the written consent of the other party. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.5 The parties to these Terms are and shall be independent and nothing herein shall be deemed to cause these Terms to create an agency, partnership, or joint venture between the parties. Both parties shall be responsible for performing their respective obligations as set forth in these Terms.
- 13.6 BCCR may vary these Terms or the terms of the operation of the Services or the Services, with prior notice of such condition changes by notice via email to you at its most recently provided email address or any other delivery method, provided that notice is in writing. Your continued use of the Services will constitute an acceptance of the amended terms.
- 13.7 If any term of these Terms is found to be illegal, invalid, or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms be deemed omitted from these Terms and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 13.8 Clauses 1, 3, 5, 6, 7, 11 and 13 will survive the termination or expiry of these Terms and remain binding upon and for the benefit of the parties, their successors and permitted assignees.
- 13.9 These Terms and the usage of the Services by you shall be governed by and construed in accordance with English Law. The Courts of England and Wales will have exclusive jurisdiction to settle any dispute between us. You irrevocably agree to submit to such jurisdiction and irrevocably waive any objection to any action or proceeding being brought in those courts or any claim that any such action or proceeding has been brought in an inconvenient forum.
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