

DR SUSAN KAHN TERMS OF SERVICE

**ALL SERVICES PROVIDED BY DR SUSAN KAHN, SUSAN KAHN,
DRSUSANKAHN.COM AND DRSKAHN.COM.**

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THIS AGREEMENT IS Susan Kahn (sole trader, trading under Dr Susan Kahn,
MADE BETWEEN Susan Kahn, drsusankahn.com and drskahn.com)
OF 4 Neville Drive, N2 0QR, (“the Contractor”)
AND “the Client”

BACKGROUND

The purpose of this agreement is to regulate the relationship between the Client and the Contractor in connection with any Assignment, as defined.

THE TERMS OF THIS AGREEMENT ARE:

1. Definitions that apply to this agreement:

- “Assignment”** means any piece of work or recurring work to be done from time to time by the Contractor for the Client. The first such Assignment is fully described at paragraph 4.
- “Confidential Information”** means all information about the parties to this agreement but does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course of business so far as that information is disclosed in those circumstances. It includes among other things: information about their staff, (including their personal contact information); businesses, methods of doing business, future plans, policies, suppliers and customers. It includes information about suppliers, agents, distributors and customers.
- “Detailed Specification”** means a detailed specification of the work constituting an Assignment.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.2. any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.3. VAT is not applicable to any money sums mentioned in this agreement.
- 2.4. In entering into this contract the Client has not relied on any representation or information from any source.

3. Client warranties

The Client warrants that he:

- 3.1. will agree to receiving emails and communications from me when signing up for any course, freebies or registering for information.

4. Assignments

- 4.1. The work under each Assignment shall be set out in a Detailed Specification.
- 4.2. The Detailed Specification shall describe, among other data:
 - 4.2.1 the work to be done;
 - 4.2.2 the outcomes to be expected;
 - 4.2.3 the timescale and milestones;
 - 4.2.4 the method of calculating sums due to the Contractor;
 - 4.2.5 the hours of work or fixed price;
 - 4.2.6 special requirements as to payment.
- 4.3. So far as the Client offers one or more further Assignments to the Contractor they are deemed to be regulated by this contract unless agreed to the contrary.
- 4.4. The Contractor may accept or decline any Assignment. Once accepted, each Assignment will be completed in accordance with the Detailed Specification.
- 4.5. By accepting an Assignment the Contractor agrees to provide an appropriate level of skill and experience to work on the Assignment.
- 4.6. The Contractor acknowledges that this agreement imposes no obligation on the Client to provide the Contractor with any additional Assignment.

- 4.7. Unless otherwise stated in any Detailed Specification, the terms set out in this agreement shall apply.

5. Contractor's fees and expenses

- 5.1. Unless specified to the contrary in any Assignment, the Client will pay the Contractor:
- 5.1.1 A sum as specified at the point of sale for any online course, products or consultation.
- 5.2. Monies shall be paid in advance by bank transfer or PayPal for any course or consultation and at the point of sale for any products.
- 5.3. Cheques are not accepted.
- 5.4. If extra work is agreed to be done outside of a course, for example if an hour long extra one-to-one session is wanted by the Client, the Contractor will charge £TBC per hour. All payments shall be paid in advance by bank transfer or PayPal for extra work.
- 5.5. The Contractor shall at all times maintain accurate and up-to-date records of the time spent by her or her staff upon each Assignment, in respect of work charged by the hour.
- 5.6. The Contractor will personally bear the cost of all expenses incurred by him in work on an Assignment.
- 5.7. The Contractor shall be entitled after 28 days' notice to the Client to increase the rates for work charged by the hour.
- 5.8. The Contractor reserves the right to charge the Client interest in respect of the late payment of any money due under this agreement (both before and after judgment) at the rate of 5% per cent above the base rate of the Bank of England from the due date until receipt of payment.
- 5.9. No refund can be given once the Client has commenced a course. 100% of money will be returned if the Client decides not to do a course up until 48 hours before the start time of the course.
- 5.10. The payment for online courses covers access to the online course for one year only, starting from the date payment is made.
- 5.11. No refunds shall be given for products.

6. Confidentiality

- 6.1. The parties are aware that from time to time they will each have access to and be entrusted with Confidential Information of the other.
- 6.2. The parties hereby undertake for themselves and every employee or sub-contractor whose services they may use both during and after termination of this contract that they will not divulge to any person whatever or otherwise make use of (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information.
- 6.3. Both the Contractor and the Client hereby undertake to the other to make all relevant employees agents and sub-contractors aware of the confidentiality of information and the provisions of this paragraph and to take all such steps as shall from time to time be necessary to ensure compliance by those people with these provisions.

7. Use of sub-contractors

The Contractor may perform any or all of her obligations under this agreement through agents or sub-contractors provided she:

- 7.1. first obtains the written consent of the Client to the name and identity of the sub-contractor;
- 7.2. remains liable for the performance of this contract;
- 7.3. indemnifies the Client fully against any loss or damage suffered by the Client arising from any act or omission of any agent or sub-contractor.
- 7.4. So far as work under this contract is sub-contracted to others, it shall be supervised personally by Dr Susan Kahn.

8. Disclaimers and limitation of liability

- 8.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 8.2. All implied conditions, warranties and terms are excluded from this agreement.
- 8.3. The following provisions set out the Contractor's entire liability (including any liability for the acts and omissions of his employees) to the Client in respect of:
 - 8.3.1 any breach of his contractual obligations arising under this agreement; and

- 8.3.2 any representation statement or tortious act or omission including negligence arising under or in connection with this agreement
- 8.4. Any act or omission on the part of the Contractor, falling within this paragraph shall be known as an 'Event of Default'.
- 8.5. The Contractor's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the total Price paid by the Client for this Assignment.
- 8.6. The Contractor shall not be liable to the Client in respect of any Event of Default for loss of profits, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Contractor had been advised of the possibility of the Client incurring the same.
- 8.7. If a number of Events of Default give rise to substantially the same loss then they shall be regarded as giving rise to only one claim under this agreement.
- 8.8. The Client agrees to give the Contractor not less than 28 days in which to remedy any Event of Default hereunder.
- 8.9. The Contractor shall have no liability to the Client in respect of any Event of Default unless the Client shall have served notice of it on the Contractor within one year of the date she became aware of the circumstances giving rise to the Event of Default or the date when she ought reasonably to have become so aware.
- 8.10. Nothing in this paragraph shall confer any right or remedy upon the Client to which he would not otherwise be legally entitled.
- 8.11. The Contractor shall not be liable to the Client for loss arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of this agreement.
- 8.12. The advice given in any sessions, verbally and/or in writing is the Contractor's advice to the best of her knowledge and she does not, under any circumstances, accept liability for the consequences of the Client accepting that advice including any loss, expense or damage incurred. The Client is responsible for their own decisions.

- 8.13. This paragraph (and any other paragraph which excludes or restricts the liability of the Contractor) applies to the Contractor's employees and subcontractors, (who may enforce this clause under the Contracts (Rights of Third Parties) Act 1999, as well as to the Contractor himself.
- 8.14. Nothing in this agreement shall limit or exclude the Contractor's liability for death or personal injury caused by her negligence.

9. Duration and termination

- 9.1. This agreement shall continue until terminated:
- 9.1.1 immediately by the Contractor if the Client fails to pay any sum due within 7 days of the date of submission of an invoice having been notified of non-payment by the Contractor; or
 - 9.1.2 immediately by either party if the other commits any material breach of any term of this agreement and which in the case of a breach capable of being remedied is not remedied within 30 days of a written request to remedy it; or
 - 9.1.3 immediately if either party is declared bankrupt or insolvent; or has taken or suffered any action for his organisation, liquidation, winding up or dissolution; or had a receiver or liquidator appointed for all or any part of his assets or business
- 9.2. Without regard to the reason why this agreement ends, the Client will pay the Contractor for all work done to the time the notice of termination is received by the Contractor, calculated to the nearest 15 minutes.

10. Assignment

Neither party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of his rights and obligations under this agreement without the prior written consent of the other party, except that:

a party may assign and transfer all his rights and obligations under this agreement to any person to which he transfers all of its business, provided that the assignee undertakes in writing to the other party to be bound by the obligations of the assignor under this agreement.

11. Uncontrollable events

- 11.1. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control, [including any labour dispute between a party and his employees].
- 11.2. The Contractor remains liable for any delay or failure by a sub-contractor or supplier of his, no matter what the reason, unless the delay or failure is also beyond the reasonable control of the contractor.
- 11.3. A termination notice is irrevocable unless both parties agree to re-instate this agreement.
- 11.4. If the agreement is terminated, the termination provisions apply.
- 11.5. If the agreement is terminated, all money due from one party to the other becomes due immediately.
- 11.6. Costs arising from the delay or stoppage will be borne by the party incurring those costs.
- 11.7. Regardless of the reason for stoppage or delay, if it continues for more than 30 days, either party may terminate this agreement with immediate effect on giving written notice to the other.
- 11.8. The party claiming to be affected by an uncontrollable event will take all reasonable steps to fulfil his obligations under this agreement despite the uncontrollable event.
- 11.9. So long as the uncontrollable event continues the Client may contract with others for the supply of any items and/or services which the Contractor fails to supply in accordance with the terms of this agreement.

12. Miscellaneous matters

- 12.1. No amendment or variation to this agreement is valid unless in writing, signed by each of the parties or his authorised representative.
- 12.2. So far as any time, date or period is mentioned in this agreement, or in the terms of any assignment, time shall be of the essence.
- 12.3. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.

- 12.4. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 12.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 12.6. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

If delivered by hand: on the day of delivery;

If sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 12.7. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 12.8. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and the parties agree that any dispute arising from it shall be litigated only in England and Wales.

13. Approval

The Client's continued giving of instructions or communication with Dr Susan Kahn about the Assignment will demonstrate his acceptance of these terms.

SPECIFICATION SCHEDULE

Dr Susan Kahn, Susan Kahn, drsusankahn.com and drskahn.com offer a variety of services including:

- Consulting & Mediation:
 - New thinking
 - Conflict resolution
- Executive Coaching:
 - Advice to Companies / Employees / Managers / Directors
- Events / Seminars
- Presentations
- Workshops
- Webinars

- ❖ The Contractor's advice is given in online courses and any one-to-one sessions themselves.
- ❖ There shall be no "back and forth" with services by email or otherwise, after the session has finished. The contractor's advice ends when the session ends.
- ❖ The Contractor will not comment on other people's comments. For example, if a teacher wants the Client to change something on a personal statement, it is the Client's decision to accept or reject that advice, but the Contractor will not enter into any conversation about it.
- ❖ The advice given in any sessions, verbally and/or in writing is the Contractor's advice to the best of her knowledge and she does not, under any circumstances, accept liability for the consequences of the Client or their children accepting that advice including any loss, expense or damage incurred.
- ❖ If the Client instructs the Contractor to carry out extra work, they will negotiate timescales on a case-by-case basis.
- ❖ Payment terms:
 - Work outside of the online course or consultation is charged at £ TBC per hour to the nearest minute
 - Monies shall be paid in advance by bank transfer.
 - Cheques are not accepted.

- If extra work is agreed to be done outside of the session, without the Client present, the Contractor will time how long it takes to the nearest minute and charge a pro rata amount of £ TBC per hour. In this case, payment will be taken after the work is complete, within 7 days of an invoice being issued.