

## IMPORTANT LEGAL NOTICE

Please read these conditions of use carefully. They apply to the website you will use to access The Compassionate Leadership Academy (CLA) learning platform which is [www.compassionateleadership.academy](http://www.compassionateleadership.academy)

### Definitions

**"We" "us" and "Company"** means The Compassionate Leadership Academy (**CLA**), who will provide the services to you. CLA is a limited company registered in England & Wales, company number 9778970. The registered company address is: 2 Castle Business Village, Station Road, Hampton, TW12 2BX, United Kingdom.

**"You"** means the student receiving the services.

**"Website"** means [www.compassionateleadership.academy](http://www.compassionateleadership.academy)

**"Course"** means a distance learning course or course designed and developed by us including all revisions and updates to the course modules which we may make from time to time.

**"Course Materials"** means the on line materials relating to any one module, together with all revisions and updates made by us from time to time.

**"Agreement"** means a contract between the parties incorporating these Conditions of Use, and any future amendment in that contract. **The Agreement will commence on the date of confirmation of an account with CLA and your receipt of your account log on details.**

**"Data"** means personal data supplied by you on registration.

**"Working day & hours"** means UK normal working days/hours. Monday – Friday (excluding bank holidays) 9.00am – 5.30pm.

In addition, please read our [privacy policy](#). It applies to our collection and use of your personal information in relation to the site.

## 1. Introduction

You may access some areas of the website without registering your details with us. Certain areas of the website are only open to you if you register with us.

Access to and use of the site is provided by CLA on the following terms. By using the site you are acknowledging that you have read and accepted these conditions of use, and the privacy policy.

We may change these conditions of use from time to time by updating this page. You should review this page regularly. Your continued use of the site after changes have been made will be taken to indicate that you have read and accepted those changes. You should not use the site if you are not happy with any changes to the conditions of use.

## 2. Licence, Intellectual Property and Copyright

1. You are permitted to print and download extracts from the website for your own personal and non-commercial use on the following basis:
  - a. no documents or related graphics on the website are modified in any way;
  - b. no graphics on the website are used separately from the corresponding text; and

- c. the company's copyright and trade mark notices and this permission notice appear in all copies.
2. Unless otherwise stated, the copyright and other intellectual property rights in all material on the website (including without limitation photographs, audio and visual recordings, writing, and graphical images) are owned by The Compassionate Leadership Academy & Manley Hopkinson. For the purposes of this legal notice, any use of extracts from the website other than in accordance with clause 2.1 for any purpose is strictly prohibited.
3. If you breach any of the terms in this legal notice, your permission to use the website automatically terminates and you must immediately destroy any downloaded or printed extracts from the website.
4. Subject to clause 2.1, no part of the website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service.
5. This website may provide access via hypertext links to resources in other websites for browsing only, and in doing so we are not endorsing any linked entities nor authorising any act which may be in breach of copyright or any other third party rights which are protected by law or by international treaties worldwide. We do not accept any responsibility or liability for any of the material contained on any third party web page.
6. Any rights not expressly granted in these terms are reserved.

### 3. Information about you

1. We collect the following information from you:
  - a. information that you have provided by using and accessing the website. You can choose not to provide certain information but then you might not be able to take advantage of our features. We use the information that you provide for such purposes as responding to your requests, customising future modules, recording and reporting completion of modules and improving services.
  - b. information obtained by email communications. We will have been provided with your email address. More often than not, we communicate with you by email so the information that you provide by email is collected and retained by us.
2. This data is held by the company, and permitted access to the data is only provided to the company's employees and or consultants helping to provide you with a service.
3. You can request, at any time, for your data to be deleted.
4. Data may also be stored on other third party service providers' networks. Storage is required for the provision of a service to you, and such third party service provider networks include online payment systems.
5. You have the right to notify us should you wish us to irretrievably delete any data held by the company. The company will then put in place appropriate steps to address your data concerns, if reasonable and where possible.

### 4. Right to cancel and refund

1. The Consumer Contracts Regulations allows an unconditional right to cancel the agreement between you and us within a cooling off period. You can cancel a subscription with us without giving any reason within 14 days from the day on which you receive the confirmation of your CLA account. This will usually be 14 days from the date of your order. You must contact the company in writing by email to, [info@thecl.academy](mailto:info@thecl.academy), stating your intention to cancel your order.
2. This payment to you will be processed within 14 days of the company receiving your notification of cancellation. The reimbursement will be paid to you in the manner in which it was received.

3. To request a refund you must contact the company in writing by e mail to, [info@thecl.academy](mailto:info@thecl.academy) stating the reason for your request for a refund. This will be reviewed on an individual basis and you will be notified of our decision within 14 days of receipt of your e mail.

## 5. Subscriptions

1. The company offers a subscription service. This operates so that individual(s) receive a licence to use and access resources on the website in return for the payment of fees. If you sign up for a licence of this kind, when placing your order, you will be asked to confirm:
  - a. the individual that will use the website to access CLA modules
  - b. the period that for which such access is to be granted.
2. The company will then grant a non-transferable, non-assignable licence to the CLA modules to the extent of the information set out at clauses 5.1(a) to 5.1(b).
3. The subscription will be limited to named individual in 5.1(a), and will continue until the date set out in 5.1(b). Unless you seek to renew the subscription, the subscription will cease with immediate effect on the end date. On and from the end date, each individual included in the subscription will cease to have access to the course materials under subscription.
4. All intellectual property rights in and to the subscription shall belong to the company. You shall not use any contents under subscription, other than as expressly permitted, without the prior written consent of the company. This includes permitting other individuals who are not included in the subscription with access to the resources under subscription.
5. If you would like to discuss the terms of a subscription, or end or extend a subscription in place, then you should contact the company detailing the nature of your enquiry.

## 6. Fees

1. For any subscription, the company will collect in advance or monthly in respect of the fees (and as agreed with you), and you shall pay to the company the fees set out in initial order with CLA.
2. You authorise us to charge your debit or credit card or process other means of payment such as PayPal for the required fees.
3. For any other materials (e.g. Compassionate Leadership book) or materials recommended by Manley Hopkinson (on behalf of CLA) on the website, payment must be made in full at the time of order.
4. If you fail to make any payment due to the company by the due date for payment, then your subscription to CLA will be terminated by the company. You will no longer have access to the modules you have not completed.
5. You agree to pay the monthly subscription promptly on the dates specified, irrespective of the speed at which you are studying.
6. Certificates of completion will only be issued on full payment of fees.
7. CLA is not responsible for any changes in your personal circumstances. We will not be held liable for any unforeseen changes once you have enrolled and the course materials have been accessed by you.
8. If you are located in a country where sales tax, goods and services tax, or value added tax is applied to consumer sales, we are responsible for collecting and remitting that tax to the proper tax authorities.

## 7. Service access

1. While the company endeavours to ensure that the website is normally available 24 hours a day, the company shall not be liable if for any reason the website is unavailable at any time or for any period.

2. Access to the website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the company's control.

3. Access to the SUPPORT function is currently during UK working days and hours.

#### 8. **Visitor material and conduct**

1. Other than personally identifiable information, any material you transmit or post to the website shall be considered non-confidential and non-proprietary. The company shall have no obligations with respect to such material. The company and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

2. You are prohibited from posting or transmitting to or from the website any material:

- a. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- b. for which you have not obtained all necessary licences and/or approvals; or
- c. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
- d. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

3. The company shall fully co-operate with any law enforcement authorities or court order requesting or directing the company to disclose the identity or locate anyone posting any material in breach of clause 8.2.

4. You are prohibited from posting or transmitting any personal or confidential information regarding another person or organisation including (this list is not exhaustive) names, contact details, and sensitive personal data (for example, information about an identifiable individual's mental or physical health, racial or ethnic origin, religious or other beliefs).

5. We reserve the right to withdraw any content and/or information without notice and at our sole discretion and to pursue any cause of action against you available to us under applicable laws.

#### 9. **Links to and from other websites**

1. Links to third party websites on the website are provided solely for your convenience. If you use these links, you leave the website. The company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability.

2. The company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the website, you do so entirely at your own risk. It is your responsibility to check the terms and conditions and privacy policy on any other website you visit.

#### 10. **Registration**

1. Subject to clause 5 and the terms of any subscription, each registration is for a single user only. The company does not permit you to share your user name and password with any other person nor with multiple users on a network. If you do, then access will be suspended.

2. Responsibility for the security of any passwords issued rests with you.

## 11. Disclaimer

1. While the company endeavours to ensure that the information on the website is correct, the company does not warrant the accuracy and completeness of the material on the website. The company may make changes to the material on the website, or to the modules and prices described in it, at any time without notice. We use reasonable care to ensure that the information on the website is accurate and up to date. However, errors and omissions do occur. We reserve the right to be informed if errors are observed and be allowed to correct errors within a respectable length of time.
2. The contents of the website are for general information or use. They do not constitute advice and should not be relied upon in making (or refraining from making) any decision. Because we do not have control over the use to which the information should be put, we exclude any warranty, express or implied, as to the quality, accuracy, timeliness, completeness, performance, fitness for a particular purpose of the website and any of its contents. We will not be liable for any damages (including without limitation damages for loss of profit, revenue or anticipated savings) arising in contract, tort or otherwise from the use of or inability to use the website or any of its contents or from any action taken (or refrained from being taken) as a result of using the website or any such contents.
3. The material on the website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the company provides you with the website on the basis that the company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal notice, might have effect in relation to the website.
4. We make no statement about the suitability of the content, information and services contained on, or accessed via, the website. For the avoidance of doubt this includes materials accessed via links to websites operated by any other person or organisation.

## 12. Liability

1. The company, any other party (whether or not involved in creating, producing, maintaining or delivering the website), and any of the company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the website in any way or in connection with the use, inability to use or the results of use of the website, any websites linked to the website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the website or your downloading of any material from the website or any websites linked to the website.
2. Nothing in this legal notice shall exclude or limit the company's liability for:
  - a. death or personal injury; or
  - b. fraud; or
  - c. misrepresentation as to a fundamental matter; or
  - d. any liability which cannot be excluded or limited under applicable law.
3. If your use of material on the website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof. The company's liability is excluded. The company makes every effort to check and test material at all stages of production, however you must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.
4. You are solely responsible for all service, telephony, data charges and/or other fees and costs associated with your access to and use of the course materials and for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use.

5. We do not guarantee that:
  - a. use of the site will be compatible with all hardware and software
  - b. use of the site will be uninterrupted or virus free
  - c. use of the site will deliver any specific outcome for its users, or
  - d. defects on the site will be corrected (save for these defects which CLA is obliged to correct by law).
6. Any liability under any agreement between you and us shall be limited to any sums paid by you to us.
7. The internet is not a secure means of communication. Emails may be intercepted by other people or organisations. You should not send any communication to us through the site or by email, in particular which contains personal data (including sensitive personal data) and/or confidential information about you or any other person, unless you accept that any such communication would be sent at your own risk and that we would not be liable for any loss that you might suffer as a result (other than losses which cannot be excluded or limited at law)

### **13. Governing law and jurisdiction**

1. If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and the company both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
2. We are committed to protecting your privacy and keeping your personal information secure. We will not disclose your details to any person, company or organisation unless you have given your consent or we are compelled to do so by law or in response to a valid, legally compliant request by any law enforcement agency or government authority.

**For further information regarding the conditions of use please contact [info@thecl.academy](mailto:info@thecl.academy)**