

## Terms & Conditions NLP Practitioner & NLP Master Practitioner

### Definitions

#### 1. References to "Willican Limited"

" in this Terms and Conditions are references to Make it Happen and its business entities.

2. References to "Client" or "Clients" or "You" in this Terms and Conditions are references to you.

3. References to "we" or "us" in this Terms and Conditions to Willican Limited.

4. References to "investment" in this Terms and Conditions are references to the full payment for the Training Package.

### Engagement

5. You have agreed to purchase from us the training package offered by us.

6. You hereby acknowledge and agree that you have read all the terms and conditions contained in this Order Form ("Order Form") and you agree that this Order Form together with these Terms and Conditions form a contract between you and us.

### Investment and Payment

7. You must pay to us in consideration of a place at the Training Package:-

a) The investment sum in one lump sum on the signing of the Order Form by you without set off, deduction or counterclaim unless otherwise agreed;

b) If we have agreed that you may pay by instalment, you must pay each instalment to us in full and without set off or deduction the Instalment Sum on the Instalment payment date.

8. Payments made under this agreement must be made by the means specified in the Order Form.

9. Should you not pay to us an Instalment sum by the Instalment Payment Date for that sum then all monies owing by you to us shall become due and owing and must be immediately paid to us without set off or deduction nor counterclaim and without need for further demand.

10. You hereby acknowledge and agree that the Investment sum shall not include any meals, travelling expenses and accommodation. For the avoidance of doubt, we shall not be responsible for the reimbursement of any expenses which may be incurred by you as a result of attending the training.

#### Cancellation

11. We may cancel the Training Package for any reason whatsoever by written notice to you. You hereby and agree that in the event the Training Package are cancelled by us, you are only entitled to a refund of the payment which you have paid to us free of any interest and charges and that you shall not be entitled to claim against us for any other costs, expenses, losses, damages or liabilities which may be incurred or suffered by you as a result of such cancellation.

12. You further acknowledge that we shall have no further liability to you in respect of the cancellation.

#### Refunds

13. You acknowledge that you shall not be entitled to and shall not claim a refund other than by strict compliance with Clauses 11, and 16 hereof. You further acknowledge that this is an essential term of this agreement which we rely.

14. You acknowledge and agree that any request for cancellation of the Training Package shall be subject to the sole discretion and approval of Willican Limited. Should Willican Limited agree to the cancellation, you shall be charged a cancellation fee of twenty-five percent (25%) of the Training Fee for the Training Package that you have enrolled on. Cancellations are allowed up to 30 days before the training. Booking fees and Credit Card transaction fees are non-refundable under any circumstances.

15. For the avoidance of doubt, we shall not refund any sums to you as a result of your late arrival to, attendance of or withdrawal from, the Training Package.

#### Transferring Tickets

16. In the event that you are unable to attend the event you have booked and paid for, you can transfer your ticket to a nominated new attendee subject to written notification to us together with the full contact details of your nominated new attendee, at least 14 working days before the event starts. An administration fee will apply.

a) Should you wish to transfer yourself to the next run of the training you have booked and paid for, a transfer fee is applicable.

Time and place

17. Your payment of the full investment entitles you the right to:-

a) a seat to receive Training Package during the training hours as agreed or to be confirmed by us.

b) to receive a copy of the materials (if any) (subject to Clauses 20, 21, and 22 below);

18. You hereby confirm that you have given a valid email address and accurate contact details in the Order Form. We shall not be responsible and/ or liable for any delay and/or failure to deliver to you any updated information and/or services resulting from your failure to supply a valid email address and the accurate contact details.

19. You hereby agree that we reserve the right to amend and/or cancel any event, timing, dates and venue and/or substitute the speaker for any live training. We will notify you in writing of the changes made and you shall not be entitled to any claim for a refund or for any costs, expenses, losses, damages or liabilities which may be incurred or suffered by you as a result of such cancellation or amendment or changes.

Intellectual Property

20. We shall have all the rights, title and interest in all intellectual property used by us in performing the Training Package (subject to the rights of the presenters) and all intellectual property we may develop as a result of the performance of the Training Package.

21. In performing the Training Package for you, we do not transfer the title to you in any intellectual property and title to all such intellectual property remains with us.

22. We grant you a personal, non-exclusive, non-transferable, non-sublicensable, recoverable, license to use the Materials strictly for personal non-commercial purposes only. Any other use or exploitation of the Material is strictly prohibited and may result in criminal or civil action.

23. You may not

a) alter any of our intellectual property or the Materials; and/or

b) use any recording device or record the Training; and/or

c) sell the intellectual property or the Materials ("IP") or supply the IP to any other third parties.

#### Limitation of Liability

24. We:

a) exclude all terms, conditions and warranties implied by custom, the general law or statute, or which cause any part of the agreement to be void ("Non-excludable condition") ; and/or

b) limit our liability to you for breach of an Non-excludable Condition to the total amount actually paid by you under this agreement; and/or

c) limit our liability to you for any claim (whether arising in contract, tort or statute) for any loss or damage whatsoever suffered by you in relation to providing the opportunity to you to purchase the Training Package to the total amount actually paid by you under this agreement; and/or

d) exclude all liability for consequential damage (including but not limited to, loss of revenue or loss of profit) suffered by you in any way relating to the revision of the opportunity for you to purchase the Training Package or your exercise of rights under this agreement; and/or

e) shall not be liable to you for any loss of profits, loss of revenue or income, loss of business, loss of reputation, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of opportunity, loss of use, whether or not the type of loss was foreseen or reasonable foreseeable; or any special, indirect or consequential loss, costs, damages, charges or expenses suffered by you.

#### Force majeure

25. If the provision of Training Package as contemplated by this Agreement are prevented or cancelled because of an Act of God, inevitable accident, fire, blackout, flood, or any other calamity, or if by reason of riots, strikes or lockouts, or any other events beyond the direct control of MIH, MIH may at its option postpone the delivery of the Training Package from the original schedule and you are not entitled to claim for a refund or for any costs, expenses, losses, damages or liabilities which may be incurred or suffered by you as a result of such postponement.

#### General

26. You hereby agree that you shall provide accurate, current and complete information as may be required in the course of purchasing the Training Package (hereinafter collectively referred to as "Client's Details'). You further agree to maintain and update the Client's Details as required to keep it accurate, current and complete.

27. You further agree Willican Limited may store and use the Client's Details provided by you (including payment card information) for use in maintaining your account.

28. All notices or other communications must be made to the addresses specified in the Order Form.

29. Any notice or request deemed necessary to be served by either party hereto to the other under the provisions of this Agreement shall be in writing and shall be deemed to be sufficiently served :-

a) if it is given by either party by prepaid registered post addressed to the other party to be served at his/her/their address hereinbefore mentioned;

b) If it is given by either party and dispatched by hand to the party to be served;

c) If it is given by emails by either party, when the sender's email system confirming successful transmission of such notice.

30. The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it, or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

31. Any provision in this agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the validity or enforceability, without affecting the validity or enforceability of that provision in any other jurisdiction.

32. This agreement may not be varied except in writing signed by the other party,

33. Should any provision of this agreement be held by a Court to be unlawful, invalid, and unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.

34. Entire Agreement. This Agreement constitutes the entire Agreement between MIH and you concerning this transaction and replaces all previous communications, arrangements, representations, understandings, and Agreements, whether verbal or written between the parties to this agreement or their representatives, No representations or statements of any kind made by either party that are not expressly stated in this Agreement shall be binding on such parties.

#### No Guarantees / Warranties

35. You confirm that you have been explained the scope and extent of the product and/or services covered and you acknowledge that the effectiveness of the Training Package provided to you depend on facts not under the control of MIH and the profitability of the same is not guaranteed.

#### Consent

36. You hereby confirm that you consent for Willican Limited to contact you by phone, email, SMS, or other means in regards to this purchase and future opportunities even if your telephone number is on the National Do Not Call Registry. You further consent to your email address being used for the mailing list of Willican Limited for purposes of notification of products and/or services being offered by Willican Limited and/or its affiliates. Your contact number and email address are kept confidential, and never will be published, sold or disclosed to third parties without your explicit consent. You can remove yourself from emails at any time by using the unsubscribe link provided at the bottom of each email we send.

#### Indemnification

37. You agree to accept full responsibility of your purchase, participation and/or the outcome of any decisions made after attending any Willican Limited Training Packages or events. Willican Limited and its affiliated entities, associates and any of its representatives accept neither responsibility nor liability nor will it indemnify you for any and all costs, expenses, losses, damages, liabilities, which may be incurred or suffered by as a result of these decisions.

38. You agree that any purchase decisions are not influenced by any prior relationship or dealings with Willican Limited or any of its officers, directors, employees or representatives. Should you enter into a contractual relationship with any trainer(s) and/or any Willican Limited representative(s) at/or subsequent to the event, you do so at your own risk, and acknowledge that Willican Limited has neither responsibility for, nor liability with regards to, any contracts or

relationships entered into between yourself and the trainer(s) and/or Willican Limited representative(s).

39. You acknowledge and agree that while the trainer's presentation at the training event is with the consent of Willican Limited, Willican Limited assumes no responsibility for the accuracy or appropriateness of any information provided at the event by the trainer(s).

We reserve the right to alter the terms and conditions with prior notice.

For more information please contact: