



## DrButtonPsychology Terms and Conditions

1. These terms apply equally to free trainings and templates (with the exception of terms about payment) and any references to Programme shall be deemed to include free trainings and templates.

### 2. Application of terms and conditions

2.1. These terms and conditions ("**Terms**") apply to all materials and resources within DrButtonPsychology services, the 'Head Start to UK EMDR Accredited Practitioner' online course, and all other programmes, memberships, courses and materials related to DrButtonPsychology or otherwise provided by Dr Alexandra Button as operated by DRBUTTONPSYCHOLOGY, SUITE A, 82 James Carter Road, Mildenhall, Suffolk

IP28 7DE United Kingdom ("**we**" or "**us**"). By registering to be a participant in/ use our Programme, you agree to the following Terms and that these prevail over any inconsistent terms or conditions contained, or referred to, elsewhere or as implied by law, trade custom, practice or course of dealing. The agreement between us and you, the person or entity registering to be a Participant in the Programme ("**you**") and which is subject to these Terms ("**Contract**"), shall come into effect upon you purchasing the Programme and shall continue until terminated in accordance with these Terms.

2.2. These Terms should be read in conjunction with our Fairplay agreement and , Privacy Policy which can be found on our website [www.drbutton-psychology.co.uk](http://www.drbutton-psychology.co.uk) ("**site**").

2.3. Any content posted or submitted by you to our site or to our Head Start to UK EMDR Accredited Practitioner Facebook Group is subject at all times to the Acceptable Use Policy.

2.4. Where you are a corporate entity, "you" as used in these Terms shall be deemed to include your officers and employees and you shall procure that such officers and employees fully comply with these Terms.

### 3. Programme

3.1. The online materials used in the Programme are held on third party secure servers and we have taken all reasonable steps to ensure that the online content will be available at all times during the course of the Programme but in the event that such content (or any



content added by you or other participants in the Programme) is not available in whole or in part at any time, or becomes corrupted, is deleted or is failed to be stored, we shall have no liability in any circumstances.

3.2. You agree to keep user details and your password for the site confidential at all times and to not disclose them to any third party. You must notify us immediately if you become aware of any unauthorised use of your account and you shall indemnify us against all claims, damages, losses, costs or expenses (including professional fees) and any other liability which arises from any unauthorised use of your account.

**3.3 The Programme does not serve as a substitute for EMDR Consultant clinical supervision. This Programme is not EMDR supervision. We are providing guidance only. We are not able to advise you on your individual circumstances regarding becoming an Accredited Practitioner. Only your EMDR Consultant supervisor will be able to deem whether you meet the standards and competencies as outlined by the EMDR Association in order for your application to be successful. The only assistance we can provide is technical assistance if the documents won't download or save or you have problems viewing the videos.**

**3.4 All materials provided as part of the Programme have been produced on the basis of English law only and may not be relevant to other legal jurisdictions.**

#### **4. Payment**

4.1. The total price payable for the Programme is as set out on the order form. You may make payment via the methods that are specified on the order form. Where the payments are stated on the order form to be made in installments or are recurring payments, you agree that we may take these payments automatically without any further consent or notice from you.

4.2 Without prejudice to any other right or remedy that we may have, if any sum payable under these terms is not paid within 7 days of the date due we reserve the right to (i) charge interest from the date due for payment to the actual date of payment at the rate of 4% above the base rate of HSBC Bank Plc from time to time in force and/or (ii) suspend the availability of the Programme until such time as payment is made or the Contract is terminated.

4.3 The total price payable as set out in the summary of key terms is exclusive of Value Added Tax which shall be added at the applicable rate where necessary.

4.4 All payments are non-refundable other than as set out in paragraph 7.3 below.



## **5. Our obligations**

5.1. We warrant to you that the Programme and Programme materials purchased from us through our site is of satisfactory quality and reasonably fit for the purpose for which the Programme is supplied.

5.2. Other than as set out in paragraph 5.1 above, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of coaching and mentoring and the fact that your success is dependent on a number of factors over which we have no control, we do not guarantee any particular results.

5.3. We will endeavour to ensure that all information that we provide is accurate and up-to-date but we shall not be liable for any claims arising from such information being inaccurate or not up-to-date or otherwise.

5.4. You acknowledge and agree that your personal data will be processed by and on behalf of us as part of us providing the Programme to you in accordance with our Privacy Policy that you can view at [Dr-Button-Psychology-Privacy-Notice-Jan-2021.pdf \(drbutton-psychology.co.uk\)](#).

## **6. Intellectual Property**

6.1. We are the owner or the licensee of all Intellectual Property Rights and all other rights in the Programme and all content within the Programme and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Programme or the content of the Programme to you or to any other person.

**6.2. You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials contained in the Programme.**

6.3. We grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content of the Programme for the purposes for which the Programme were provided



6.4. Except as set out in paragraph 6.3, you may not use any of our intellectual property rights at any time except where duly licensed. Use of our logo is strictly prohibited without our prior written consent.

6.5. You may not without our prior written consent make any audio or visual recordings of any part of our Programme.

6.6. You acknowledge that certain information contained in the Programme is already in the public domain.

6.7. You are not permitted to sell or promote products or services to other participants in the Programme at or during any part of our Programme without our prior written permission.

6.8. The provisions of this paragraph 6 shall survive termination of the Contract.

## **7. Term and termination**

**7.1 You may terminate your Contract and request a full refund of any amount paid by you for the Programme if you email us at [dralexandrabutton@outlook.com](mailto:dralexandrabutton@outlook.com) prior to the date falling 30 days after the date of initial payment clearly stating your wish to terminate and explaining why you believe the Programme hasn't enabled you to meet its stated objectives. If we agree (acting reasonably) that the Programme hasn't enabled you to meet its stated objectives because of defects in the Programme (rather than due to your actions, inactions or personal attributes) we will provide you with a full refund.**

7.2. Either of us may terminate the Contract on written notice to the other with immediate effect if at any time, without any obligation on us to provide any refund or any other liability:

7.2.1. The other commits any serious or repeated breach or non-observance of any of the provisions of these Terms; or

7.2.2. The other (i) makes a resolution for its winding up, (ii) makes an arrangement or composition with its creditors, (iii) makes an application to a court of competent jurisdiction for protection from its creditors, (iv) is unable to pay its debts, (v) ceases trading or an



administration or winding-up order is made or an administrator or receiver is appointed in relation to such party, (vi) is declared bankrupt or (vii) is convicted of a custodial offence (other than a road traffic offence); or

7.2.3. The other party commits any fraud or dishonesty or acts in any manner which in the opinion of the terminating party brings or is likely to bring the terminating party into disrepute or is materially adverse to the interests of the terminating party or is in our opinion disturbing the smooth running of the programme or not behaving in a professional manner.

7.3. On or before the date of termination of the Contract, you shall immediately pay any unpaid fees or other sums payable under these Terms (which for the avoidance of doubt shall include any remaining instalments regardless of the point at which the Contract is terminated).

7.3. Termination of this agreement shall not affect either of our accrued rights, remedies, obligations and liabilities of either of us as at the date of termination of this Contract, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

7.5. Any delay by us in exercising our right to terminate the Contract shall not constitute a waiver of our right to terminate or to seek any other remedy.

7.6. Paragraphs which expressly or by implication have effect after termination of the Contract shall continue in full force and effect after the date of termination of the Contract.

7.8. This paragraph 7 shall survive termination of the Contract.

7.9. Where the Contract expires, this shall be treated as a termination for the purposes of all paragraphs that refer to “termination”.

## **8. Liability**

8.1. We shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic



loss, costs, damages, charges or expenses suffered or incurred by the you as a result of you entering into the Contract and/or us providing the Programme.

8.2. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall in all circumstances be limited to the price paid by you for the Programme.

8.3. If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control (including the ill health of Alexandra Button or any of her employees or associates), we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

8.4. We shall not be not liable for additional costs incurred by you or for any other liability as a result of changes in (i) the Programme, (ii) any other content, (iii) the mode of delivery of the Programme.

8.5. Nothing in this paragraph 8 or elsewhere in these terms shall limit our liability for death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

8.6. The provisions of this paragraph 8 shall survive termination of the Contract.

8.7. You acknowledge and agree that:

8.8.1. The Contract constitutes the entire agreement and understanding between us and supersedes any previous arrangement, understanding or agreement between us relating to the provision of the Programme (which shall be deemed to have been terminated by mutual consent);

8.8.2. in entering into the Contract you have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the provision of the Programme other than as expressly set out in the Contract.

## **9. General**



9.1. By registering for our Programme you warrant that:

9.1.1. You are legally capable of entering into binding contracts; and

9.1.2. You are at least 18 years old; and

9.1.3. That all information you provide us with is materially true and accurate at all times and not misleading in any way.

9.2. You accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

9.3. We may vary these Terms (other than the price payable by you for the Programme) as we see fit from time to time and your continued use of the Programme shall indicate your acceptance of such terms.

9.4. The Contract is personal to you and you may not assign, transfer, charge, subcontract, sub-license or deal in any other manner with all or any of your rights under the Contract.

9.5. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

9.6. If we fail to insist upon strict performance of any of your obligations under the Contract, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is in writing.

9.7. If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent



be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

9.8. A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

9.9. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.

9.10. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

9.11. We each irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

9.12. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.