



The Curious Trainers' Academy Terms and Conditions of Service

1. Definitions

- 1.1. The Curious Trainers' Academy: Curious Lighthouse Learning Consultancy Ltd, registered in England and Wales 09960084 of 2 Dresden Drive, Waterlooville, Hampshire, PO8 8RN;
- 1.2. The Client: the person, business or organisation who purchases the Membership Services from the Curious Trainers' Academy;
- 1.3. The Licensed User; the person or persons entitled to make use of the Membership Services which have been purchased by the Client;
- 1.4. Membership Services: the Membership Services to be provided by as detailed in the Membership Specification;
- 1.5. the Agreement: these Terms and Conditions together with any terms contained the Membership Specification; and
- 1.6. the Membership Specification: means the detailed summary of the training, courses, consultancy and professional resources to be provided by the Curious Trainers' Academy which can be found at <https://www.curious-trainers-academy.com/>.

2. General and Interpretation

- 2.1. These Terms and Conditions shall apply to all and any contracts for the supply of the Membership Services by the Curious Trainers' Academy to the Client and to the exclusion of all other terms and conditions, including any terms and conditions the Customer may purport to apply under any purchase order, confirmation of order or similar documents.
- 2.2. Any variation to these conditions (including any special terms or conditions agreed between the parties) shall be inapplicable unless agreed in writing by a Director of the Curious Trainers' Academy.
- 2.3. In the Agreement any references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 2.4. In these Conditions headings will not affect the construction of these Conditions.

3. Subscription,

- 3.1. The Membership Services will be provided to the Client on a subscription basis. The Client may purchase a subscription to the Membership Services for one or more Licenced Users.
- 3.2. The fees payable for the Membership Services will be notified to the Client before it enters into a Subscription for the Membership Services.
- 3.3. A contract for the supply of Membership Services will only be formed when the Client places its order and has paid the initial subscription fees.
- 3.4. The subscription fees will be payable on an advanced monthly basis;
- 3.5. The Curious Trainers' Academy is entitled to charge interest on overdue invoices from the day after the final date on which payment was due until the date on which payment was made. The rate of interest charged shall be 8.00% per annum above the official dealing rate of the Bank England currently in force.



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- 3.6. The Curious Trainers' Academy shall also be entitled to recover any reasonable charges incurred in the process of obtaining late payment owed by the Client to the Curious Trainers' Academy, unless such costs are incorporated in a fixed cost agreed in settlement of the late payment owed by the Client to the Curious Trainers' Academy. Such costs may include, but are not limited to, the fees paid to any third party debt collecting agency instructed to collect the late payment from the Client.

4. Client Responsibilities

- 4.1. The Client shall co-operate with the Curious Trainers' Academy in order to enable the Curious Trainers' Academy to perform its obligations under this Agreement and in particular shall:
- 4.1.1. Obtain all necessary permissions and consents that may be required for the performance of the Membership Services;
 - 4.1.2. Ensure that accurate information is supplied to the Curious Trainers' Academy and supply any further information reasonably required by the Curious Trainers' Academy;
 - 4.1.3. Comply with such other requirements as may be set out in the Membership Specification or otherwise agreed between the parties.
- 4.2. The Client shall be liable to compensate the Curious Trainers' Academy for any expenses incurred or losses suffered by the Curious Trainers' Academy as a result of a failure of the Client to comply with any part of clause 4.1.

5. Licensed User Agreement

- 5.1. This section applies to the use of the Membership Services by a Licensed User, and in particular the online resources and social media forums which are provided as part of the Membership Services.
- 5.2. The Client acknowledges that they are responsible for the acts of any Licensed User in relation to the Membership Services.
- 5.3. Use of the Membership Services accessed through the Thinkific platform is subject to the Thinkific terms of use which are available at <https://www.thinkific.com/resources/terms-of-service/>.
- 5.4. The Licensed User may use the Membership Services only for lawful purposes. Transmission, distribution, sale, or storage of any material in violation of any applicable law, regulation, or this Licence Agreement is prohibited. The following non-exhaustive list details the kinds of illegal or harmful conduct are prohibited. The Curious Trainers' Academy reserves the rights to restrict or prohibit any and all uses of the Membership Services or content and to remove such materials from its servers, that the Curious Trainers' Academy determines in its sole discretion is harmful to its servers, systems, network, reputation, good will, other the Seller customers, or any third party.
- Infringement. Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right used without proper authorization. Infringement may result from, among other activities, the unauthorized copying and posting of pictures, logos, software, articles, musical works, and videos.



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- **Offensive Materials.** Transmission, disseminating, sale, storage or hosting material that is unlawful, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.
- **Export Violations.** Posting or sending of software or technical information in violation of U.K. export laws.
- **Harmful Content.** Disseminating or hosting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.
- **Fraudulent Conduct.** Offering or disseminating fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes), or furnishing false data on any signup form, contract or online application or registration, or the fraudulent use of any information obtained through the use of the Services, including without limitation use of credit card numbers.

5.5. Violations of the Curious Trainers' Academy or any third party's server, system or network security through the use of the Membership Services are prohibited, and may result in criminal and civil liability. The Curious Trainers' Academy may investigate incidents involving such violations. The Curious Trainers' Academy may involve and cooperate with law enforcement if a criminal violation is suspected. Examples of server, system or network security violations include, without limitation, the following:

- **Hacking.** Unauthorized access to or use of data, systems, server or networks, including any attempt to probe, scan or test the vulnerability of a system, server or network or to breach security or authentication measures without express authorization of the owner of the system, server or network.
- **Interception.** Unauthorized monitoring of data or traffic on any network, server, or system without express authorisation of the owner of the system, server, or network.
- **Intentional Interference.** Interference with service to any user, host or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, broadcast attacks and any activity resulting in the crash of a host. Intentional interference also means the use of any kind of program/script/command, or sending of messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.
- **Falsification of Origin.** Forging of any TCP-IP packet header, e-mail header or any part of a message header. This prohibition does not include the use of aliases or anonymous re-mailers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on the Services such as timing out.
- **Failure to Safeguard Accounts.** Failing to prevent unauthorized access to accounts, including any account passwords.



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- 5.6. The Licensed User may not distribute, publish, or send any of the following types of communication from within any online resources or social media forums provided by the Curious Trainers' Academy:
- Unsolicited promotions, advertising or solicitations (commonly referred to as "spam"), including, without limitation, commercial advertising and informational announcements, except to those who have explicitly requested such communication.
 - Commercial promotions, advertising, solicitations, or informational announcements that contain false or misleading information in any form.
 - Harassing communications, whether through language, frequency, or size of messages.
 - Chain letters.
 - Malicious communications and email, including without limitation "mailbombing" (flooding a user or Web site with very large or numerous pieces of mail) or "trolling" (posting outrageous messages to generate numerous responses).
 - Communication containing forged or falsified information in the header (including sender name and routing information), or any other forged or falsified information. In addition, you may not use the Curious Trainers' Academy mail server or another Web site's mail server to relay mail without the express permission of the account holder or the Web site. Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting) also is explicitly prohibited.

6 Intellectual Property Rights

- 6.1. The Client and Licensed Users may make use of the resources, information, documents provided as part of the Membership Services for the purposes of personal professional development.
- 6.2. The Client and Licensed Users may not make any other use of the resources, information, documents provided as part of the Membership Services and shall not make any copy of such to distribute or sell to any third party.

7 Personal Data

- 7 All personal data supplied by the Client and any Licensed User shall be processed in accordance with the Curious Trainers' Academy privacy policy which can be accessed [here](#):
- 8 Any personal data supplied on the Thinkific platform will be processed in accordance with the Thinkific privacy policy which is available here: <https://www.thinkific.com/resources/privacy-policy/>



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9 Health and Safety

- 9.1 The Curious Trainers' Academy treats the health and safety of its employees, contractors and agents with the utmost importance. The Curious Trainers' Academy will carry out site specific risk assessments and produce method statements for any Membership Services carried out on a site operated by or on behalf of the Client.
- 9.2 The Client acknowledges its statutory and common law duties in relation to the health and safety of visitors to its site, including in particular pursuant to section 4 of the Health and Safety at Work etc. Act 1974.
- 9.3 The Client shall ensure that all sites where the Curious Trainers' Academy shall carry on the Membership Services are safe for conduct of those Membership Services. The Curious Trainers' Academy shall notify the Client of any risks to health and safety which require remedial action, which must be taken by the Client within a reasonable time scale.
- 9.4 The Client will advise the Curious Trainers' Academy of any changes made to its premises which will affect or impact the delivery of the Membership Services.
- 9.5 The Curious Trainers' Academy reserves the right to suspend the provision of all or part of the Membership Services where an unacceptable risk to health and safety exists until the Client has removed, or reduced to an acceptable level, that risk. The Client shall remain liable for any charges due for the Membership Services during any such period of suspension.

10 Warranty

- 10.1 Any warranties and conditions provided in this Agreement shall be exclusive.
- 10.2 All other warranties and conditions, whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the performance of the Membership Services by the Curious Trainers' Academy.

11 Indemnity

- 11.1 The Client shall indemnify the Curious Trainers' Academy in respect of any direct loss incurred by the Curious Trainers' Academy in the performance of the Membership Services in consequence of any negligent act or omission committed by any person or organisation acting on behalf of the Client.
- 11.2 The Curious Trainers' Academy shall indemnify the Client in respect of any direct loss incurred by the Client in consequence of any negligent act or omission committed by any person or organisation acting on behalf of the Curious Trainers' Academy in the normal course of the performance of the Membership Services.

12 Limitation of Liability

- 12.1 Nothing in these terms and conditions shall exclude or limit the Curious Trainers' Academy's liability for personal injury, death or fraudulent misrepresentation.
- 12.2 The liability of the Curious Trainers' Academy to the Client under this Agreement shall be limited to any direct loss suffered by the Client as result of the negligent performance of the Membership Services and only where the Client notifies the Curious Trainers' Academy of the negligent act or omission in question within seven days of the date when the Client became, or should reasonably have been, aware of that act or omission.



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- 12.3 The Curious Trainers' Academy shall not be liable for any loss caused by any act or omission of an operative of the Curious Trainers' Academy where that operative was not acting in the normal course of performance of the Membership Services.
- 12.4 The Curious Trainers' Academy shall not be liable for any indirect or consequential loss suffered by the Client due to a breach of this Agreement by the Client.
- 12.5 Time shall not be of the essence in relation to performance of the Membership Services unless expressly provided otherwise in the Membership Specification, and the Curious Trainers' Academy shall not be liable for any losses incurred by the Client as a result of a failure to perform the Membership Services within the indicated time frames specified in the Membership Specification.

13 Termination

- 13.1 This Agreement shall terminate automatically once the Curious Trainers' Academy has completed performance of the Membership Services and the Client has made payment of all monies owed to the Curious Trainers' Academy under this Agreement.
- 13.2 Otherwise this Agreement may not be terminated except in accordance with the provisions of this clause.
- 13.3 On cancellation of the subscription by the Client, in which case the Agreement will terminate at the end of the period for which subscription fees have been paid.
- 13.4 By the Curious Trainers' Academy on non-payment of the subscription fees.
- 13.5 The Client shall indemnify the Curious Trainers' Academy for any reasonable losses suffered or costs incurred as a result of early termination of this Agreement in compliance with the preceding sub-clause.
- 13.6 This Agreement may be terminated by either party immediately in writing where:
 - 13.6.1 The other Party becomes bankrupt or insolvent or enters a deed or arrangement with its creditors or goes into liquidation or has a receiver appointed of all or part of its undertaking, (except for the purposes of amalgamation or restructuring); or
 - 13.6.2 Acts in fundamental or repeated breach of a term or terms of this Agreement to an extent which permits the other party to consider this Agreement repudiated, unless such breach is in consequence of force majeure.

14 Force Majeure

- 14.1 Neither party shall be entitled to damages from the other party, or to terminate this Agreement where the other party acts in default or material breach of this Agreement where that default or breach was caused by conditions or events beyond its control including, but not limited to:
 - 14.1.1 Strike, lockout or other labour dispute affecting the employees of the Curious Trainers' Academy or the Client where in the latter case the effect is to prevent or hinder the Curious Trainers' Academy's operatives from performing its duties;
 - 14.1.2 Acts of God;
 - 14.1.3 Natural disasters;
 - 14.1.4 Acts of war or terrorism;



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- 14.1.5 Act or omission of government, highway authorities or telecommunications carrier, operator or administrator;
 - 14.1.6 Delay in manufacture, production or supply by third parties of equipment or Membership Services required for the performance of the Membership Services;
 - 14.1.7 Any event preventing the Curious Trainers' Academy's operatives from attending the Client's premises to perform the Membership Services including but not limited to adverse weather conditions, road closure or congestion and mechanical breakdown;
 - 14.1.8 Any hazard at the Client's premises including but not limited to impeded access or exit routes, structural defects, presence of noxious, combustible, radioactive or toxic substance which, in the reasonable opinion of the Curious Trainers' Academy, comprises an unacceptable risk to the health and safety of its operatives;
- 14.2 The Party in breach of default shall be entitled to a reasonable extension of time to perform its obligations under this Agreement after notifying the other party

15 Independent Contractors

- 15.1 The Curious Trainers' Academy and Client are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless expressly agreed to in writing by both parties.

16 Assignment

- 16.1 The Curious Trainers' Academy may assign its obligations under this Agreement to a third party without the Client's consent.
- 16.2 Nothing in the preceding sub-clause shall however prevent the Client from enforcing its rights under this Agreement against the Curious Trainers' Academy.
- 16.3 The Client may not assign any of its rights or obligations under this Agreement without the written consent of a Director of the Curious Trainers' Academy.

17 Severability

- 17.1 If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18 Waiver

- 18.1 The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.



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19 Notices

- 19.1 All notices and other communications provided for in this Agreement and any associated document shall be in writing and shall be delivered by post, fax, email or hand to an authorised representative, to the address, fax or email specified in the Contracts Specification.
- 19.2 Any notices served shall be deemed to be effective on actual receipt by the receiving Party, who shall acknowledge receipt within two working days of the date of receipt.

20 Entire Agreement

- 20.1 This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

21 Third party rights

- 21.1 Nothing in this Agreement is intended to, nor shall, confer any rights on a third party unless expressly provided otherwise

22 Jurisdiction

- 22.1 This Agreement shall be construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction in so far as any matter arising from this Agreement is required to be referred to a court of law.

23 Document Copyright

- 23.1 This document was created for Curious Lighthouse Ltd by Crimson Crab Ltd, it is an infringement of copyright to make:
- 23.1.1 any use without the inclusion of this clause 11; or
- 23.1.2 any use of this document by any organisation other than that identified above, except with the written permission of Crimson Crab Ltd; or
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