

TERMS OF SALE FOR PURCHASES OF SERVICES AND DIGITAL CONTENT

What these terms cover

These terms set out the conditions on which we supply any of the following digital products and services to you via our website or through any other platform or software which we may utilise:

- digital downloads of audio products to your computer or mobile device;
- digital downloads of video products to your computer or mobile device;
- digital downloads of supporting materials;
- subscription to our digital membership community;
- our group coaching services; collectively “digital products and services”.

Are you a business customer or a consumer? In some areas, you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- you are an individual;
- you are buying digital products or services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us, which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

Nature of coaching / mentoring / strategy sessions

Coaching differs from counselling and is in no way a psychological approach nor is it therapy. Coaching results are not guaranteed and can only be attained through the involvement and agreement of the client. The client enters the sessions with the full understanding that they are responsible for the goals they set, the steps they choose to take and for the creation of their results.

To fully experience the transformative journey within The Parent Village, we recommend a minimum commitment of three months. Meaningful change takes time, and this commitment ensures you have the space to dive deep into the resources and support, fostering lasting growth for both you and your child.

For educational and information purposes only

The information contained on this website and the resources available for download through this website are for educational and informational purposes only. The information is not intended as, and shall not be understood or construed as legal, financial, tax, medical, health, or any other professional advice.

Intellectual property

Copyright and other relevant intellectual property rights exist on all text relating to the Company's services and the full content of this website.

Within the membership, you will be provided with training materials. At all times, even following purchase, the intellectual property rights and copyright connected with those materials remain with me, Natalie Costa. You have the right to use the materials as learning tools but you are not permitted to duplicate, imitate or provide copies to third parties, whether for free or as part of a sale.

Privacy and confidentiality

Your privacy and the protection of your personal data are important to me. I will keep your personal data confidential and will never share it with unconnected third parties. Your payment information will be processed by a secure third-party processor. I will be provided with your email address and name but never be provided with your financial information. Please be aware that the live training and group coaching sessions will be recorded and your name and image/video may be captured. The recording of the training and coaching sessions will be kept and made available to others who are members of the membership and those who sign up at a later date. These recordings may also be used in other training materials elsewhere, for example, to other clients or companies that I am engaged by, for staff training and coaching.

If you provide or share any information within this session about yourself, that information will be shared within the group, as coaching calls are recorded and placed within the group to allow members to refer back to the teachings that are shared. Should you not wish to be recorded, please ensure that your camera is switched off and your name field is changed to "Attendee" with your initials, so that support can still be offered but no personal identifiable information will be captured.

For more details on how I manage your data, you can view my privacy policy here:

<https://www.powerthoughts.co.uk/privacy-policy>

Payment

When purchasing either digital content or services, you must pay for the products:

- at the time of ordering them, if it is a purchase of one-off services or digital content, or an annual payment for ongoing services;
- or a subscription to receive services or digital products; or on the monthly billing date as advised to you in the email acceptance of your order, if it is a purchase of ongoing services or a subscription to receive services or digital products paid for on a monthly basis.

By purchasing ongoing services or a monthly subscription to receive services or digital content, you acknowledge and agree to be charged an ongoing recurring monthly fee, which will be automatically deducted from your chosen credit card, debit card or bank account. This ongoing monthly fee will continue to be deducted, without further consent from you or notice from us, until such time as you or we cancel the contract between us.

For annual subscriptions, you may cancel your membership at any time, meaning it will not renew after the initial 12 months. We do not offer refunds on annual membership subscriptions.

Cancellation

Please note that in buying the membership you are waiving your rights to a refund unless the statutory circumstances for refunds are met. For further clarification please refer to the Consumer Rights Act 2015.

You acknowledge and agree that the minimum contract period for our subscription services is three (3) months, and that by purchasing our subscription services, you are agreeing to receive the subscription services and be bound by these terms for that minimum period. The reason for this minimum term is because the content contained within the subscription requires consistent and dedicated attention and effort from the subscriber, in order to achieve change.

Such change cannot be guaranteed to take place if a restricted amount of time is given to the membership's contents and the content is not effectively utilised by the subscriber. We dedicate our efforts to assisting you to the best of our ability but we cannot be responsible for the results you gain, or do not gain, from your subscription to the membership. The three-month term is therefore required to encourage commitment from the subscriber.

You acknowledge and agree that cancellation of the contract between us prior to the completion of the three (3) month minimum period will still entitle us to receive payment for the three (3) month contract as if it had been performed in full.

For annual subscriptions, you may cancel your membership at anytime, meaning it will not renew after the initial 12 months. We do not offer refunds on annual membership subscriptions.

Should you wish to cancel, you can do this at any time within Circle. We will require a minimum of seven (7) days' written notice, in order to ensure any future direct debits due to us are cancelled in time. Should you decide to cancel your membership with The Parent Village, it is your responsibility to ensure your recurring payment is cancelled, to save any future payments being taken.

Refunds

However, as you are purchasing digital content that includes data that is produced and supplied in digital form, you are only entitled to a refund in limited circumstances. If cancellation along with a refund is required before the three-month minimum contract term has passed, we may consider this if there are extenuating circumstances. We do, however, reserve the right to refuse such a refund request and revert to the minimum three-month contractual term and relevant cost.

Payments not received

If we are unable to process your membership payment successfully, our system will usually retry every three days using the existing payment method you added. We reserve the right to manually retry this payment(s) at any time on your existing payment method – or any new payment methods that you add to your account – to process any outstanding debts. Power Thoughts Limited is not liable for any late payment fees or reclaimed failed payments by a merchant card payment processor. It is your responsibility to ensure your bank card details are correct and up to date - to do this you can follow the steps on the Circle website [here](#).

Should you have any concerns or questions please contact me at coaching@nataliecosta.co.uk

Our rights to end the contract

We may end the contract if you break it. You must compensate us if you break the contract and we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

We may end the contract for a digital product or service at any time by writing to you if:

- you do not make any payment to us when it is due and you still do not make payment within seven (7) days of us reminding you that payment is due;
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the digital products or services.

We may withdraw the digital product or service. We may write to you to let you know that we are going to stop providing the digital product or service. We will let you know at least one (1) month in advance of our stopping the supply of the digital product or service and will refund any sums you have paid in advance for digital products or services which will not be provided.

If we end the contract in the situations set out above we will refund any money you have paid in advance for digital products or services we have not provided.

Force majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen.

Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

These terms and conditions form part of the Agreement between the Customer and ourselves. Your accessing of this website and/or undertaking of purchase, membership or Agreement indicates your understanding, agreement to and acceptance of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.