

# Terms and Conditions

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These are the terms and conditions that (unless otherwise stated) apply to all clients and associated media.

The Mastery Venture is the trading name of Jennifer Hallett. All undertakings made with The Mastery Venture and/or a project name are legally made with Jennifer Hallett.



## 1. Terminology

**User(s), You, Your, Client, Customer** – the individual/business/organisation using The Mastery Venture.

**The Mastery Venture, The Company** – the service provider, Jennifer Hallett.

**I, our, me, we** – a representative of The Mastery Venture, Jennifer Hallett.

**Service(s)** – the service provided by The Mastery Venture, as listed in the confirmation booking, membership subscription, and invoice issued to the client.

**Fee(s)** – the rate charged for the agreed service(s) by The Mastery Venture.

**Booking** – the arrangement of an appointment between The Mastery Venture and the client.

**Appointment** – the mutually agreed time for the Service to be delivered.

**Third Party** – another business or person, not being The Mastery Venture or a representative of.

**Terms and Conditions, Contract, Agreement, Contractual Agreement** – the basis of the working relationship, the reason for Services being employed/purchased and the agreement under which the service has been agreed.

## 2. Use of Website

The use of the website [themasteryventure.com](https://themasteryventure.com) is limited solely to its designed purpose and nothing further.

## 3. Confidentiality

In line with the Data Protection Laws we will treat all data with the upmost confidentiality and abide by the strict rules and regulations set out by the Information Commissioners Office. We are registered with the ICO for full compliance. Please see the ICO website for further information <https://ico.org.uk/> The Mastery Venture Privacy Policy can be viewed at [Privacy Policy – The Mastery Venture](#).

## 4. Personal Data and Communications

By providing your personal data, including name and email address, for the requested service you agree to the Terms and Conditions as set out, as appropriate, and those detailed in the [Privacy Policy – The Mastery Venture](#).

## 5. Client Responsibilities

- The Client takes full responsibility for the information provided and its accuracy.
- The Mastery Venture will not be held responsible for any repercussions caused by misinformation or information omitted by the Client.
- The Client reserves the right to make amendments to data held as and when required.
- The Mastery Venture reserves the right to relay feedback to the Client based on the information provided.
- The Client acknowledges that there are no 'quick fixes' and agrees to commit time, consistency and patience to their coaching.

## 6. Conduct

You hereby agree that we have the right to determine whether your conduct is acceptable and appropriate and you comply with these Terms and Conditions, in respect of the Services employed. Should your conduct be deemed as unacceptable and inappropriate we have the right to immediately terminate the Service without prior notice.

- any form of abuse to a The Mastery Venture representative or other member will not be tolerated.
- the use of coarse language, obscenities, profanities, swearing, swear words and vulgarity will not be tolerated.
- everyone must feel safe. Bullying of any kind isn't allowed, and degrading comments about things such as opinion, race, religion, culture, sexual orientation, gender or identity will not be tolerated.
- being part of our groups requires mutual trust and respect.

## 7. All Services

The Mastery Venture will provide Coaching and Mentoring Services, which are designed for strictly educational purposes ONLY.

- The Client accepts and agrees that the Client is 100% responsible for their progress and results.
- The Client agrees to commit to their best efforts when participating in our services.
- We make no representations, warranties or guarantees verbally or in writing.
- The Client understands that because of the nature of the service, the results experienced by each client may significantly vary.
- The Client acknowledges that as with any Service purchase, there is an inherent risk of loss of capital and there is no guarantee that the Client will reach their goals as a result of participation.
- Unless otherwise specified, generic circulars, publications, education and information are intended for a general audience and does not purport to be, nor should it be construed as, specific advice tailored to any individual.
- We assume no responsibility for errors or omissions that may appear in any materials provided.
- We will provide services with care and due diligence.
- We will only provide services within levels of skill and capability.
- We will be honest and advise Clients if we are unable to assist.
- We will not be held liable or take responsibility for any repercussions resulting from a Client not following or misinterpreting recommendations that we have given.

*Please note: The Client acknowledges that Coaching does not involve diagnosis or of mental health disorders and is not to be used as a substitute for Counselling, psychotherapy or any other form of mental health illness. A Coach may not be considered to be a health care professional and will not give legal or medical advice. It is the Client's responsibility to seek such independent professional guidance as needed. If the Client is currently under the care of a mental health professional, it is strongly recommended that the client promptly informs the mental health care provider of the coaching relationship agreed on between the Client and the Coach.*

## 8. Modification(s)

- We reserve the right to make modifications to Services delivered as deemed suitable for the Client and the achievement of the best outcome.
- We will keep the Client informed of any required modifications.
- Should the Client require any modifications to Services being delivered, The Mastery Venture require details via email 48 hours prior to the next appointment.
- We are extremely flexible with our Services and are happy to adapt, where possible, to suit the Client.
- Modifications to Services delivered may be subject to a change in fee, please check with us for further information.

## 9. **Payment & Fees**

- We will always provide notification of our fees before processing any sales.
- Any queries over fees must be raised prior to booking.
- Price increases may be implemented from time to time and will apply to existing Clients one month from release (locked in fees are excluded from price increases).
- The Mastery Venture are currently not VAT registered so fees are not subject to VAT.
- All invoices are payable upon receipt and in advance of our Services.
- Any documents included in our services will be detailed at the time of booking. Further documents can be purchased at an additional fee.

## 10. **Cancellation**

Please see to our [Cancellation and Refund Policy – The Mastery Venture](#) referring to each service.

## 11. **User Consent to Receive Communications in Electronic Form/via Email**

When purchasing our services, for contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms and Conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information about the website or the Service and special offers. You may opt out by emailing [jenny@themasteryventure.com](mailto:jenny@themasteryventure.com) or clicking on Unsubscribe within an email. Opting out may prevent you from receiving messages regarding the website, the Service purchased or special offers.

## 12. **Privacy Policy**

The Mastery Venture respects the privacy of its Service users. Please refer to [Privacy Policy – The Mastery Venture](#), which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement with the Privacy Policy as well as these Terms and Conditions.

## 13. **User Restrictions**

Your permission to use the Site is conditioned upon the following use and conduct restrictions:  
You agree that you will not under any circumstances:

- access the Service for any reason other than permitted within your subscription.
- collect or harvest any personal data of any user of the website or the Service.
- distribute any part or parts of the website or the Service under ownership other than The Mastery Venture without our explicit written permission (we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices, but retain the right to revoke this permission at any time on a general or specific basis).
- use the Service for any unlawful purpose or for the promotion of illegal activities.
- attempt to, or harass, abuse or harm another person or group.
- use another user's account without permission.
- intentionally allow another user to access your account.
- provide false or inaccurate information when registering an account.
- interfere or attempt to interfere with the proper functioning of the Service.

- make any automated use of the website, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure.
- bypass any robot exclusion headers or other measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data.
- circumvent, disable or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service.
- publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer.

#### 14. **Online Content Disclaimer**

Opinions, advice, statements, offers, posts, editorials or other information or content made available through the Service, by a third party, not necessarily directly from The Mastery Venture or a representative of The Mastery Venture, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for their own content.

Content from admin and The Mastery Venture team is posted with the best of intentions and believed to be useful to the service users.

Due to people's own interpretations and subsequent actions we take no responsibility for outcomes associated with published content. We do not adopt or endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by other parties. We take no responsibility and assume no liability for any Content that you or any Third Party posts or sends via the Service. Under no circumstances will we be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or transmitted to users.

Though we strive to enforce these Terms and Conditions, you may be exposed to User Content that is inaccurate or objectionable when you use or access the website or the Service. We reserve the right, but have no obligation, to monitor the materials posted in the public areas of the website or the Service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. Emails sent between you and other participants that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law. We shall have the right to remove any material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorised use may result in criminal and/or civil prosecution under local law. If you become aware of a misuse of our Service or violation of these Terms of Use, please contact us at [jenny@themasteryventure.com](mailto:jenny@themasteryventure.com).

#### 15. **Links to Other Sites and Material**

As part of the Service, we may display links and contact details to other businesses that would like to offer their services and products. The Mastery Venture have no connection to these businesses, they should all be contacted directly and we accept no liability for any services or products supplied. Any transaction or communication made between parties is separate and not linked in any way to The Mastery Venture.

We may also provide you with convenient links to Third Party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers.

We have no control over Third Party websites or Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party websites or Third Party

Applications, Software or Content. Such Third Party websites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness, and we are not responsible for any Third Party websites accessed through the website or any Third Party Applications, Software or Content posted on, available through or installed from the website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party websites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party website or any Third Party Applications, Software or Content does not imply our approval or endorsement. If you decide to leave the website and access the Third Party websites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies, including these Terms of Use, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party website to which you navigate from the website or relating to any applications you use or install from the Third Party website.

## 16. **Copyright**

(a) Termination of Repeat Infringer Accounts. We respect the intellectual property rights of others and require that the users do the same. We have adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Service who are repeat infringers. We may terminate access for participants or users who are found repeatedly to provide or post protected Third Party content without necessary rights and permissions.

(b) If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification by emailing the following information to our designated copyright agent at [jenny@themasteryventure.com](mailto:jenny@themasteryventure.com).

- The date of your notification.
- A physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.
- A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website.
- A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work.
- Information reasonably sufficient to permit the Service provider to contact you, such as an address, telephone number, and/or email address.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Mastery Venture is the copyright owner to all text produced on this website by The Mastery Venture, throughout the Service and by the Company unless otherwise stated.

## 17. **Intellectual Property**

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners and must be respected. We reserve all rights that are not expressly granted to you under these Terms of Use.

## 18. **Modification to Terms and Conditions**

We can amend these Terms and Conditions at any time and will update these Terms and Conditions in the event of any such amendments. It is your sole responsibility to check the website from time to time to view

any such changes in these Terms and Conditions. Your continued use of the website or the Service signifies your agreement to our revisions to these Terms of Use. We will endeavour to notify you of material changes to the Terms by posting a notice on our website and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

## 19. **Complaints**

Any complaints made in relation to The Mastery Venture, its services, media or associated documents must be made in writing and emailed to [jenny@themasteryventure.com](mailto:jenny@themasteryventure.com) or posted to our registered trading address Lytchett House, 13 Freeland Park, Wareham Road, Poole, Dorset BH16 6FA. We will respond to you within 7 days of receipt. A copy of our Complaints Procedure is available upon request.

## 20. **Indemnity Liabilities**

In accordance with the stated Terms and Conditions The Mastery Venture endeavours to execute their Service with reasonable proficiency and caution.

- The Client will not hold The Mastery Venture responsible and will release The Mastery Venture, its directors, employees and representatives, in respect of any loss, damage, claims, expenses, liabilities and outlay arising from any breach of the Client's legal obligations under The Mastery Venture's Terms and Conditions.
- The Client will not hold The Mastery Venture liable should The Mastery Venture not be able to carry out the Service at the agreed times, due to any cause out of their control including and not limited to acts of god, poor weather conditions, traffic problems, road closures, explosion, fire, accident, war or threat of war, sabotage, civil disturbance acts, restrictions, strikes, disputes, difficulty in obtaining fuel or parts, breakdown, prohibitions or any measures put in place by a higher authority.
- The Mastery Venture shall not be liable to the Client for any actual, consequential or implied loss, damage to property, environment or injury to person(s), death, costs, expenses or claims caused by The Mastery Venture, its employees, representatives, contractors, sub-contractors or otherwise, which result from the execution of the terms of the Contract and Service employed, except in the case of injury or death caused by The Mastery Venture's negligence or wilful misconduct.

## 21. **General Terms**

If any part of this Terms and Conditions agreement is held or found to be invalid or unenforceable, that portion of the Terms and Conditions will be construed as to be consistent with applicable law while the remaining portions of the Terms and Conditions will remain in full force and effect. Any failure on our part to enforce any provision of this Terms and Conditions will not be considered a waiver of our right to enforce such provision. Our rights under this Terms and Conditions survive any transfer or termination of this agreement.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms and Conditions, any contracts and agreements are governed by the Laws of England and Wales, without regard to conflict of law provisions.

The Laws of England and Wales govern these terms and conditions. Any dispute or claim that arises between The Mastery Venture and the client associated with Terms and Conditions, any contracts or agreements will automatically come under the jurisdiction and Laws of England and Wales. By accessing this website and using our services/buying our products you consent to these terms and conditions and to the exclusive jurisdiction

of the English courts in all disputes arising out of such access.

We may assign or delegate these Terms and Conditions and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent from the Company, and any unauthorised assignment or delegation by you is void.