

MOVE & ELEVATE™

TERMS & CONDITIONS

For Coaching Programmes, Courses and Services

Rosemary Songa trading as MOVE & ELEVATE™

Last updated: September 2026

www.rosemarysonga.com

support@rosemarysonga.com

1. SUMMARY OF KEY TERMS

Programme or Service

The programme, course, coaching service, event, digital product or other service you purchase from us (the “Programme or Service”) will be described on the relevant sales page, checkout page, booking form, proposal, invoice, order confirmation or other information provided to you at the time of purchase.

The relevant description may include, as applicable:

- Programme or Service content;
- delivery format;
- duration;
- access period;
- live or recorded sessions;
- coaching or implementation support;
- workbooks or other materials;
- bonuses or additional resources; and
- any other inclusions specific to the Programme or Service purchased.

Those details form part of the Contract between you and us.

Price

The price payable for the Programme or Service is the price displayed or otherwise agreed at the time of purchase and confirmed on the relevant sales page, checkout page, booking form, proposal, invoice or order confirmation.

Prices may vary between Programmes or Services and may also vary where promotional, introductory, event-specific or other discounts are offered.

Payment

Unless an instalment plan or other payment arrangement is expressly offered and agreed, payment is due in full at the time of registration or checkout.

Where an instalment plan or alternative payment arrangement is offered and selected or otherwise agreed in writing, payments must be made according to the agreed payment schedule.

Cancellation

If you are purchasing as a consumer, you may have statutory cancellation rights. Please see paragraph 5 below.

Additional or Specific Terms

Certain Programmes or Services, including particular events, digital products, promotions or specialist offers, may be subject to additional or specific terms and conditions.

Where additional or specific terms apply, they will be communicated to you before purchase and will form part of the Contract.

If there is any conflict between these general Terms and specific terms expressly provided for the Programme or Service you purchase, the specific terms will apply to the extent of that conflict.

2. APPLICATION OF TERMS AND CONDITIONS

2.1

These terms and conditions (“Terms”) apply to coaching programmes, courses, training, digital products, events and related services operated by Rosemary Songa trading as MOVE & ELEVATE™ (“we”, “us” or “our”).

By registering for, booking or purchasing a Programme or Service, you agree to these Terms and agree that these Terms prevail over any inconsistent terms or conditions contained or referred to elsewhere, except where we have expressly provided specific or supplementary terms for the Programme or Service you have purchased.

2.2

The agreement is between us and you, the person or entity registering for, booking or purchasing the Programme or Service (“you”).

The agreement between us, which is subject to these Terms (“Contract”), shall come into effect when we confirm acceptance of your registration, booking or order, or otherwise confirm that the Programme or Service will be provided to you.

The Contract shall continue until it expires or is terminated in accordance with these Terms.

2.3

If you are purchasing online, the order process will normally be as follows:

2.3.1

You select the relevant Programme or Service, proceed to checkout and make payment as directed.

2.3.2

Where payment is processed through a third-party payment provider, you may be redirected to that provider’s website or payment facility in order to complete your payment.

2.3.3

We will send you an email or other electronic confirmation acknowledging your order and confirming whether we have accepted your order.

2.3.4

If at any stage you have made an error in your order, you may contact us at support@rosemarysonga.com to request that the error is corrected.

2.4

If you are purchasing online, you should retain or print a copy of these Terms for your records. We may update these Terms from time to time.

2.5

These Terms should be read together with our Website Terms of Use, Privacy Policy or Privacy Notice, and any Acceptable Use Policy or other policies published on www.rosemarysonga.com where applicable.

2.6

Where specific or supplementary terms are provided in relation to a particular Programme or Service, those terms shall also form part of the Contract.

2.7

Any content posted or submitted by you to our website, learning platform, online community, forum, group session or other interactive space connected with the Programme or Service must comply with any applicable Acceptable Use Policy and these Terms.

2.8

Where you are purchasing as a corporate entity, references to “you” in these Terms shall, where appropriate, include your officers and employees participating in the Programme or Service, and you shall procure their compliance with these Terms.

3. PROGRAMMES AND SERVICES

3.1

The content, format, duration, access period and delivery method of each Programme or Service will be specified on the relevant sales page, checkout page, booking form, proposal, invoice, order confirmation or other information supplied to you before purchase.

Programmes and Services may include, depending on the offer purchased:

- one-to-one coaching;
- group coaching or training;
- live virtual sessions;
- recorded or self-paced digital content;
- workbooks or downloadable materials;
- implementation or Q&A sessions;
- events;
- online community access; or
- other coaching, training or career development resources.

3.2

The dates and times of live sessions will be communicated to you and may be subject to change.

We will endeavour to provide you with as much notice as reasonably possible of any material changes, but we shall not be liable to you solely as a result of a reasonable change to session dates or times.

3.3 One-to-One Sessions

If you cannot attend a scheduled one-to-one session, we shall endeavour to reschedule the session where reasonably possible.

If we are unable to reschedule, we shall not be obliged to refund any amounts paid in relation to a session that you have not attended, subject always to your statutory rights and any specific terms applicable to your Programme or Service.

3.4

If you arrive late for a one-to-one session, we will endeavour to accommodate the scheduled session where possible.

However, if extending the session is not possible, the session may end at the originally scheduled time and we shall not be obliged to refund amounts paid in relation to the time missed.

3.5 Group Sessions

Group sessions will start and end at the scheduled times regardless of the time at which you join.

If you arrive late, the session will not normally be extended and we shall not be obliged to refund amounts paid in relation to time or sessions missed.

3.6 Online Content and Sessions

Online content and sessions may be delivered through third-party platforms, secure servers, video-conferencing platforms, learning-management systems or other technology providers.

We will take reasonable steps to ensure that online content is available as intended.

However, where content is temporarily unavailable, corrupted, deleted or fails to be stored due to circumstances reasonably outside our control, our liability shall be subject to the limitations set out in these Terms.

3.7 Account Security

Where you are provided with account details, login credentials or a password, you agree to keep these details confidential and not disclose them to any third party.

You must notify us promptly if you become aware of any unauthorised use of your account.

3.8 Technical Requirements

You are responsible for ensuring that you have access to a suitable device, reliable internet connection and any software or applications reasonably required to access the Programme or Service.

We will provide reasonable information about any specific technical requirements where necessary.

3.9 Technical Protection

Digital content and Programme materials may be subject to reasonable technical protection measures, including password-protected access, account authentication, streaming or download restrictions or other access controls.

3.10 Training and Guidance

The materials and information delivered as part of our Programmes and Services are provided for coaching, training, education, reflection and career development purposes.

They do not constitute personalised legal, financial, medical, therapeutic or other regulated professional advice.

You remain responsible for decisions made in relation to your own individual circumstances and should seek suitably qualified professional advice where appropriate.

4. PAYMENT AND PRICE

4.1

The price payable for any Programme or Service will be the price displayed on the relevant sales page, checkout page, booking form, proposal, invoice or order confirmation at the time of purchase.

4.2

Unless an alternative payment arrangement or instalment plan is expressly offered and agreed, payment is due in full at the time of registration or checkout.

4.3

Where an instalment plan is offered and selected or otherwise agreed in writing, payments must be made in accordance with the payment schedule provided at checkout, on the invoice, in the relevant proposal or in the order confirmation.

4.4

From time to time, we may offer promotional, introductory, event-specific or other discounted prices. Where a discount applies, the price confirmed at checkout, on your invoice or in your order confirmation will be the price payable by you.

4.5

Payment must be made using one of the payment methods made available by us at the time of purchase.

4.6

Any Value Added Tax or other applicable taxes or duties will be added where legally required.

4.7 Late Payment

Without prejudice to any other right or remedy available to us, if any amount payable under these Terms is not paid within 7 days of the date on which it becomes due, we reserve the right to:

1. charge interest from the due date until the date of actual payment at the rate of 4% above the Bank of England base rate from time to time in force; and/or
2. suspend your access to or participation in the Programme or Service until payment is made or the Contract is otherwise terminated.

4.8 Expenses

Unless expressly included in the Programme or Service purchased, you are responsible for your own travel, accommodation, subsistence and other personal expenses incurred in connection with participation.

4.9 Refunds

Payments are non-refundable except:

- as expressly provided in paragraphs 5 and 7 below;
- where different refund provisions are expressly set out in specific terms applicable to the Programme or Service purchased; or
- where applicable law requires otherwise.

5. OUR OBLIGATIONS AND CONSUMER CANCELLATION RIGHTS

5.1

We warrant that the Programme or Service and any Programme materials purchased from us will be of satisfactory quality and reasonably fit for the purpose for which they are 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.

5.3 No Guarantee of Results

Due to the nature of coaching, training and career development, and because your results depend upon a number of factors over which we have no control, we do not guarantee any particular career, employment, promotion, income, business, personal or other result.

Your results may depend upon, among other things, your participation, decisions, implementation, experience, skills, circumstances, market conditions and other factors.

5.4

We will endeavour to ensure that information provided as part of our Programmes and Services is accurate and reasonably up to date when provided.

However, industries, recruitment practices, technologies, platforms, workplace trends and other external circumstances may change over time.

5.5 Confidentiality Between Participants

You acknowledge that during a Programme or Service you may have access to confidential information belonging to other participants.

You agree not to use or disclose such confidential information to any third party.

This restriction does not apply to:

- any use or disclosure authorised by the relevant person or required by law;
- any use or disclosure which you reasonably consider necessary in order to prevent illegal acts or harm to others; or
- information already in, or subsequently entering, the public domain other than through unauthorised disclosure by you.

5.6 Consumer Cancellation Right

If you are buying as a consumer, as defined by applicable consumer legislation, meaning that you are purchasing wholly or mainly for purposes outside your trade, business, craft or profession, you may cancel the Contract within 14 days of the date of registering for or purchasing the Programme or Service.

To cancel, you must email support@rosemarysonga.com and clearly state your intention to cancel.

Where a valid cancellation request is received within the applicable cancellation period, we will provide any refund required by law within the applicable statutory timescale, normally using the same payment method that you originally used.

5.7 Services Commencing During the Cancellation Period

Where you request that we begin providing a service during the statutory cancellation period, you acknowledge that, if you subsequently cancel before the service has been fully performed, you may be required to pay for the proportion of the service that has already been supplied.

You also acknowledge that your statutory withdrawal right in relation to a service may be lost once that service has been fully performed where the applicable legal requirements have been met.

5.8 Digital Content

Where you expressly request or consent to the supply of digital content that is not supplied on a tangible medium before the end of the applicable cancellation period, you acknowledge that your statutory cancellation rights in relation to that digital content may be lost once supply begins, where the applicable legal requirements have been met.

Where immediate access to digital content is provided, additional acknowledgement wording may be presented to you at checkout.

5.9 Personal Data

You acknowledge that your personal data will be processed by or on behalf of us for purposes connected with the provision and administration of the Programme or Service in accordance with our Privacy Policy or Privacy Notice available on our website.

6. INTELLECTUAL PROPERTY

6.1

We are the owner or licensee of all Intellectual Property Rights and other rights in the Programme or Service and in the content and materials provided as part of it. Nothing in these Terms shall transfer ownership of those Intellectual Property Rights to you or any other person.

6.2

You may not copy, reproduce, publish, distribute, share, sell, dispose of or otherwise make available to any third party any Programme or Service content or materials, or any proprietary concepts contained within them, except where expressly permitted by us in writing.

6.3

We grant you a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to use Programme or Service content and materials solely for the personal or internal purposes for which they were provided.

6.4

Except as expressly permitted under paragraph 6.3, you may not use any of our intellectual property rights without our prior written consent. Use of our name, trademarks, logos, programme names, frameworks or branded materials is strictly prohibited unless expressly authorised by us.

6.5

You may not make audio, video or other recordings of any live Programme or Service without our prior written consent.

6.6

We may from time to time record a Programme or Service being delivered. Where applicable, information relating to recordings and use of participant image or voice will be communicated as part of the relevant Programme or Service arrangements and handled in accordance with applicable data-protection requirements.

6.7

You are not permitted to sell, promote or market products or services to other participants during any part of our Programme or Service without our prior written permission. You shall not use participant contact information obtained through the Programme or Service for unsolicited marketing or unrelated commercial purposes.

6.8

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

7. TERM AND TERMINATION

7.1

The Contract shall continue until completion or expiry of the Programme or Service, including any stated access period, unless it is terminated earlier in accordance with these Terms.

Any provisions expressly or by implication intended to continue after expiry or termination shall remain in force.

7.2

Unless specific terms applicable to the Programme or Service state otherwise, you may terminate the Contract at any time after the date falling 60 days from your date of registration for the Programme or Service but before the date falling 65 days from your date of registration by emailing support@rosemarysonga.com and clearly stating your wish to terminate and explaining how the Programme or Service has not enabled you to meet its stated objectives.

If we agree, acting reasonably, that the Programme or Service has not enabled you to meet its stated objectives as a result of the Programme or Service itself, rather than as a result of your action or inaction or your personal attributes or circumstances, we may provide you with a full refund of the amount paid by you up to that date for the Programme or Service.

7.3

Notwithstanding paragraphs 7.1 and 7.2, either party may terminate the Contract by written notice to the other with immediate effect if:

7.3.1

the other party commits a serious or repeated breach or non-observance of these Terms; or

7.3.2

where relevant, the other party:

- passes a resolution for winding up;
- makes an arrangement or composition with creditors;
- applies to a court of competent jurisdiction for protection from creditors;
- is unable to pay its debts;
- ceases trading;
- has an administration or winding-up order made against it;
- has an administrator or receiver appointed;
- is declared bankrupt; or
- is convicted of a custodial offence other than a road traffic offence; or

7.3.3

the other party commits fraud or dishonesty or acts in a manner which, in the reasonable opinion of the terminating party, brings or is likely to bring the terminating party into serious disrepute or is materially adverse to its interests.

7.4

We may terminate the Contract without liability to provide a refund where your continued participation in the Programme or Service is, in our reasonable opinion, causing material disruption to the Programme, Service or other participants, subject always to applicable law.

7.5

Where you have set up recurring payments, you remain responsible for ensuring that any payment arrangements are appropriately cancelled following valid termination of the Contract where required.

7.6

On or before termination of the Contract, you shall immediately pay any unpaid fees or other amounts payable under these Terms, including any remaining instalments where these remain contractually due.

7.7

Termination shall not affect any accrued rights, remedies, obligations or liabilities of either party as at the date of termination.

7.8

Any delay by us in exercising a right to terminate shall not constitute a waiver of that right or any other remedy.

7.9

Any provision which expressly or by implication is intended to have effect after termination shall continue in full force and effect.

7.10

Where the Contract expires naturally at the end of the Programme or Service, provisions of these Terms referring to the consequences of termination shall apply where relevant.

8. LIABILITY

8.1

Nothing in these Terms limits or excludes liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- any other liability which cannot lawfully be excluded or limited.

8.2

Subject to paragraph 8.1 and to the fullest extent permitted by law, we shall not be liable for loss of profits, loss of business, depletion of goodwill, loss of anticipated savings, loss of contract, loss or corruption of data or information, or any special, indirect or consequential loss arising as a result of you entering into the Contract or participating in the Programme or Service.

8.3

Subject to any liability which cannot lawfully be limited, 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 not exceed the price paid by you for the relevant Programme or Service.

8.4

Any claim brought under or arising out of the Contract must be brought within 6 months of the event giving rise to the claim, subject always to rights which cannot legally be excluded or limited.

8.5

If we are prevented from or delayed in performing our obligations due to:

- your act or omission;
- our illness or incapacity or that of a person materially involved in delivering the Programme or Service; or
- circumstances reasonably outside our control,

we shall not be liable for costs, charges or losses arising directly or indirectly from such prevention or delay, subject to applicable law.

8.6 Changes

We may make reasonable changes to:

- the Programme or Service;
- Programme content;
- venues;
- times and dates of sessions;
- delivery methods, including moving between in-person and online delivery where appropriate; or
- trainers, instructors, facilitators or coaches.

Where a material change occurs, we will endeavour to communicate this to you as soon as reasonably possible.

8.7

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

8.8 Entire Agreement

You acknowledge and agree that:

8.8.1

The Contract constitutes the entire agreement and understanding between us in relation to the relevant Programme or Service and supersedes any previous agreement relating to that Programme or Service.

The Contract may include:

- these Terms;
- any specific or supplementary terms;
- the relevant sales or booking information;
- proposal;
- checkout information;
- invoice; and
- order or registration confirmation.

8.8.2

In entering into the Contract, you have not relied upon any undertaking, promise, assurance, statement, representation, warranty or understanding other than those expressly forming part of the Contract.

9. GENERAL

9.1

By registering for, booking or purchasing a Programme or Service, you warrant that:

9.1.1

you are legally capable of entering into a binding contract;

9.1.2

you are at least 18 years old; and

9.1.3

all information you provide to us is materially true, accurate and not misleading.

9.2 Electronic Communication

You accept that communication with us will mainly be electronic.

We may contact you by email or provide information through our website, learning platform or other appropriate electronic channels.

You agree to electronic communication and acknowledge that electronic contracts, notices, information and other communications may satisfy legal requirements for communications to be in writing, where applicable.

This does not affect your statutory rights.

9.3 Changes to These Terms

We may vary these Terms, other than the price already contractually payable by you for a Programme or Service, from time to time.

Where a change materially affects an existing Contract, we will notify you.

Where there has been a material change and applicable law requires us to give you a right to reject that change, we will provide the appropriate information and remedy.

9.4

The Contract is personal to you and you may not assign, transfer, charge, subcontract, sublicense or otherwise deal with your rights under the Contract without our prior written consent.

9.5

We may transfer, assign, charge, subcontract or otherwise dispose of a Contract or any of our rights or obligations arising under it where legally permitted.

9.6 Waiver

If we fail to insist upon strict performance of any obligation under the Contract, or fail to exercise any right or remedy available to us, this shall not constitute a waiver of that right or remedy.

A waiver of one breach shall not constitute a waiver of any subsequent breach.

No waiver shall be effective unless expressly stated in writing.

9.7 Severability

If any provision of these Terms is determined by a competent authority to be invalid, unlawful or unenforceable to any extent, that provision shall be severed to the necessary extent and the remaining provisions shall continue to be valid and enforceable.

9.8 Third-Party Rights

A person who is not a party to the Contract shall not have 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, vary, waive or settle the Contract are not subject to the consent of any person who is not a party to the Contract.

9.10 Governing Law

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 Jurisdiction

We and you agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation, including non-contractual disputes or claims.

9.12 Interpretation

Unless the context otherwise requires, words in the singular include the plural and vice versa, and references to a person include an individual, corporate entity or other legal person where appropriate.

CONTACT

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