

TERMS OF BUSINESS - MARIA O'DWYER COACHING

"The buyer" is you, the purchaser of a digital product, online programme, online masterclass or in-person event. "Maria O'Dwyer Coaching" is me, the company.

Booking and Cancellation for In-Person and Live Events

- 1. By making a booking you are indicating that you have read and agree to Maria O'Dwyer Coaching's terms and conditions. Notification of cancellation must be made to the Maria O'Dwyer Coaching in writing (info@mariaodwyercoaching.ie).
- 2. If the buyer cancels their booking less than 30 days before the event start date no refund will be offered.
- 3. If the attendee cancels their booking with 30 or more days before the event start date, Maria O'Dwyer Coaching will transfer the amount paid to another event (at her own discretion) in her current programme of events (provided the buyer is not already booked on it), subject to the buyer notifying Maria O'Dwyer Coaching in writing within two weeks of their cancellation, telling Maria O'Dwyer coaching which event the buyer wishes to transfer to.

If the event the buyer transfers to is more expensive than the one they originally booked, a further fee will also be payable. If the buyer subsequently cancels the event to which they have transferred, Maria O'Dwyer Coaching will retain the money paid. The buyer can only transfer to another event once (i.e. multiple transfers are not permitted).

These dates refer to the date on which Maria O'Dwyer Coaching receives written notification of the buyer's cancellation

4. Maria O'Dwyer Coaching will let the buyers know as soon as they can if, through no fault of the attendees', Maria O'Dwyer Coaching is forced to significantly alter or cancel the event. In these circumstances the attendee can choose one of the following options.

a) accept Maria O'Dwyer's offer of a replacement event of lower cost (if available) and Maria O'Dwyer Coaching will refund the difference in cost.

or b) accept Maria O'Dwyer Coaching's offer of a replacement event of equivalent cost

or c) ask Maria O'Dwyer Coaching for a refund of the money

5. If the buyer has any complaint about the event, they must make it known at the earliest opportunity to the host who will normally be able to take appropriate action. If the buyer is not satisfied with their response and the buyer feels their enjoyment of



the event is likely to be significantly affected, they should notify Maria O'Dwyer Coaching by phone and she will do her best to resolve the problem.

6. Maria O'Dwyer Coaching reserves the right to offer discretionary discounts and this does not affect the status of any buyers who have paid the full price and no discount will then become due to them.

Booking and Cancellation for Online Events and Purchase of Products

7. No refunds are available for online events, online programmes or products. Purchase of both products and online events includes downloadables and replays. No refunds are available if the buyer changes their mind about their purchase.

Health and Safety at In-person / Live Events

8. The buyer must comply fully with all and any health and safety regulations introduced by Maria O'Dwyer Coaching. The buyer must ensure that s/he is medically and physically fit and able to use our facilities and participate in activities. Maria O'Dwyer Coaching is not liable for any injuries to the customer in his/her use of our facilities or participation in activities.

Marketing

- 9. Maria O'Dwyer Coaching retains all copyright licence rights and sole exclusive ownership of the information, photographs and material displayed on its website. The material may not be modified, copied or used in any other way.
- 10. Each buyer hereby authorises and grants Maria O'Dwyer Coaching a royalty-free limited perpetual right to publish on any Maria O'Dwyer Coaching website(s) and marketing material any photographs and videos with his/her image. In addition, the buyer grants us a royalty-free limited perpetual right to publish on any Maria O'Dwyer Coaching website(s) and marketing material any photographs and videos with his/her image. In addition, the buyer grants us a royalty-free limited perpetual right to publish on any Maria O'Dwyer Coaching website(s) and marketing material any photographs and videos which you take or create and provide to us.

Law

11. This contract is governed by the laws of the Republic of Ireland. Any conflict between the terms and conditions of the contract and the law of the Republic of Ireland, then the law of the Republic of Ireland shall prevail.

General Waiver

12. You acknowledge that you participate voluntarily in any and all activities arranged by the event organisers, related entities, our affiliates, employees and co-hosts and insofar as legally permissible, surrender your right to any cause of action against



"Maria O'Dwyer Coaching" and all associated parties, arising from any loss or damage to person or property that may occur, prior to, during or after the event.

This is inclusive and not limited to:

1. Any damages or injuries that you incur, whether they be direct, indirect, incidental or consequential.

2. Any loss of funds or profits, whether direct or indirect, that you incur.

3. Any claim, damage or loss that you incur as caused any transaction that you make on the site.

The limitations on Maria O'Dwyer Coaching's liability as shown above shall apply whether or not I and all of my related entities as aforementioned have been advised of the risk of such losses.