

Terms and Conditions

The EMDR-Informed Coaching School (EICS)

Certification Programme

1. Introduction and Agreement

By enrolling in The EMDR-Informed Coaching School (EICS) (the “**Programme**”), you (“the **Delegate**”) agree to enter into a legally binding agreement with The EMDR Psychology Company Limited, trading as The EMDR-Informed Coaching School (“**EICS**”, “**we**”, “**us**”, “**our**”).

By completing your purchase or enrolment, you confirm that:

- You have read, understood, and agree to these Terms and Conditions;
- You are entering into this agreement voluntarily;
- You meet the eligibility criteria for participation;
- You acknowledge that you have read the EICS certification format and conducted any additional research necessary to feel you understand what is being provided in the certification, as well as what is not included; and
- You understand the expectations to meet the criteria for the certification completion.

2. Programme Overview

EICS provides professional education in EMDR-informed coaching for qualified practitioners. This programme has been created to help EMDR therapists learn how to use their skills in a coaching, future-focused framework. It aims to help delegates think about how they can apply this approach with their current clients or how they can create EMDR Informed coaching programmes that effectively deliver the Uplift breakthrough.

2.1 The Programme may include:

- Live online training sessions;
- In-person workshops or events;
- Recorded teaching content;
- Practical exercises and experiential learning;
- Group supervision and discussion spaces; and
- Learning materials and resources.

2.2 Programme content, structure, and delivery may evolve to reflect best practice, participant needs, and emerging developments.

- 2.3 Most elements of the training are a virtual, online-only experience. By signing this agreement, you understand that you will need an internet connection, a computer or adequate mobile device, as well as various programs or software.
- 2.4 Live virtual calls, trainings, and meetings conducted via platforms such as Zoom may be recorded for educational and quality-assurance purposes and made available to current and future Delegates within the members' area.
- 2.5 Where a recording may capture your image, voice, or other personal data (including any special category data, such as information concerning health), EICS will process that data in accordance with section 9 (Data Protection and Privacy) and its Privacy Notice. You may choose not to appear on camera or to limit your participation in recorded portions of a session.
- 2.6 By enrolling, you consent to the recording and sharing of sessions as described above; you may withdraw your consent in respect of future recordings at any time by contacting EICS, although doing so may limit your ability to participate in certain interactive elements of the Programme.

3. Eligibility

- 3.1 By enrolling, you confirm that:
 - 3.1.1 You meet any stated professional eligibility requirements, and you have trained in EMDR with a training company Accredited by the EMDR Association of the country in which you reside and work;
 - 3.1.2 You are at least 18 years old;
 - 3.1.3 You will engage ethically and within your professional scope of practice;
 - 3.1.4 EICS reserves the right to refuse or withdraw access if the eligibility criteria are not met;
 - 3.1.5 You hold and maintain in force adequate professional indemnity insurance appropriate to your practice for the duration of the Programme and any coaching or clinical work you undertake in connection with it, and you must provide evidence of such cover to EICS promptly on request; and
 - 3.1.6 EICS may request evidence of your professional qualifications, registration status, professional indemnity insurance, and supervision arrangements at any time, and you agree to provide accurate and current evidence promptly on request.
- 3.2 EICS reserves the right to refuse or withdraw access if eligibility criteria are not met.

4. Payment Terms

- 4.1 **Fees:** Programme fees are as advertised at the time of purchase and are payable in pounds sterling (GBP). Unless stated otherwise, fees are inclusive of any applicable VAT; where VAT applies, it will be itemised on your invoice. Except where you are enrolled on an approved Payment Plan, fees are payable in full before access to the Programme is granted, using the payment methods specified at enrolment. Time for payment is of the essence.
- 4.2 **Payment Plans:** Where EICS offers a payment plan (a "**Payment Plan**"), under which the Programme fee is paid in agreed instalments rather than as a single up-front payment:
- 4.2.1 Payments must be made in full according to the agreed schedule;
 - 4.2.2 Missed payments may result in the suspension of access;
 - 4.2.3 Full payment remains due regardless of your level of participation, provided that EICS has made access to the Programme available to you; and
 - 4.2.4 If any instalment under a Payment Plan is not paid by its due date and remains unpaid for 7 days after EICS has notified you of the missed payment, the entire outstanding balance of the Programme fee shall become immediately due and payable, and EICS may suspend your access to the Programme until payment is received.
- 4.3 **Late or Missed Payments.** EICS reserves the right to:
- 4.3.1 Suspend access to the Programme;
 - 4.3.2 Withhold certification;
 - 4.3.3 Recover outstanding balances;
 - 4.3.4 Charge interest on any overdue amount at the rate of 4% per year above the Bank of England base rate from time to time in force, accruing daily from the due date until payment in full, whether before or after judgment;
 - 4.3.5 Recover the reasonable costs and expenses (including legal and debt-recovery costs) incurred in collecting any overdue amount; and/or
 - 4.3.6 All fees are payable in full without set-off, deduction, or withholding except as required by law. If you have a concern about a payment, you agree to raise it with EICS in the first instance and not to initiate a card chargeback or payment reversal without first giving EICS a reasonable opportunity to resolve the matter. This clause does not affect your statutory rights as a consumer.

5. Refunds and Money-Back Guarantee

- 5.1 **Statutory cancellation rights.** If you are a consumer entering into this Agreement at a distance, you have a legal right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to cancel within 14 days of the date of purchase. The Programme comprises both digital content and services. By enrolling, you expressly request that EICS begin supplying both the digital content and the services

during the 14-day cancellation period. In respect of the digital content, you acknowledge and agree that you will lose your right to cancel once you access the Programme materials. In respect of the services (including live sessions, pod sessions, and feedback), if you cancel within the 14-day period you will remain liable to pay a proportionate amount for the services actually supplied up to the point at which you notify EICS of cancellation. Where you enroll in the course of your trade, business, craft, or profession, you are not a consumer for these purposes, and the statutory cooling-off period does not apply.

5.2 EICS offers a **conditional 7-day money-back option**.

5.2.1 Eligibility:

- Requests must be submitted in writing within **7 days of programme purchase**.
- Subject to your statutory cancellation rights set out in clause 5.1, EICS is not able to offer refunds once you have accessed the Programme. You understand this provision and agree that, once you have accessed the Programme content, you are not entitled to a refund.
- Subject to your statutory cancellation rights in clause 5.1 and to applicable law, you are not eligible to cease payments prior to completing the agreed payment plan, and you understand the entire amount is your responsibility. Should you become dissatisfied with the programme, or otherwise wish to discontinue your participation, you understand that this is not a valid basis for failing to complete the payment plan, and you are responsible for completing payment in full regardless of your participation in the programme.
- You agree and understand that changing your mind about the programme, failing to follow through or understand the details of the programme, not experiencing the results you expected or desired, or experiencing any other similar situations does not entitle you to a refund.

5.2.2 **Important:** Refunds are not granted for:

- Change of mind;
- Lack of time or participation;
- Failure to complete the Programme; or
- Unrealised personal or business outcomes.

5.2.3 All refund requests are reviewed fairly and individually. Nothing in this section affects your statutory rights as a consumer, where applicable.

5.3 **Deferral.** If you are unable to begin or continue with your cohort, you may request in writing to defer your place to a later cohort. EICS may, at its discretion and subject to availability, permit one deferral where the request is made before the Programme start date; a reasonable administration fee may apply. Deferral requests made after the Programme has started, or more than once, are granted only at EICS's sole discretion. A deferral does

not suspend or extend any Payment Plan and does not alter your obligation to pay the full Programme fee.

6. Programme Access and Participation

6.1 Delegates agree to:

- 6.1.1 Engage respectfully and ethically;
- 6.1.2 Maintain professional conduct in all interactions;
- 6.1.3 Take responsibility for their own learning and application;
- 6.1.4 Keeping any username and password required to login to the programme strictly confidential and is forbidden from sharing such information with any third party;
- 6.1.5 The delegate is responsible for all usage that occurs under their account, regardless of whether it was the delegate personally taking the actions;
- 6.1.6 Not compete with others in the programme in a way that may damage their business or client relationships, including but not limited to attempting to take clients from one another, speaking negatively about another participant, attempting to copy or use coaching materials created by another participant, or otherwise acting in a manner that could hurt the business of another participant; and
- 6.1.7 Where EICS reasonably determines, following a fair review, that a Delegate has breached this provision, EICS may remove the Delegate from the Programme; any refund will be considered in accordance with section 5 and your statutory rights.

6.2 EICS reserves the right to:

- 6.2.1 Modify Programme delivery where necessary;
- 6.2.2 Record live sessions for educational purposes; and
- 6.2.3 Provide access to recordings where appropriate.

6.3 You may not use the Programme, its content, or the EICS methodology to create, deliver, or assist in creating or delivering any training, course, or programme that teaches the EICS methodology to others or that otherwise competes with the Programme, without EICS's prior written consent. You may not, during the Programme and for 12 months afterwards, solicit or attempt to solicit EICS's staff, contractors, or trainers away from EICS. This clause does not prevent you from delivering EMDR-informed coaching to your own clients in accordance with these Terms.

7. Confidentiality

7.1 EICS is a **professional and psychologically-informed learning space**.

7.2 Delegates agree to:

- 7.2.1 Maintain confidentiality of all shared personal or professional information;
 - 7.2.2 Not disclose information shared by other participants;
 - 7.2.3 Respect the privacy of group discussions; and
 - 7.2.4 This obligation continues beyond the duration of the Programme.
- 7.3 A breach of these confidentiality obligations may, following a fair review, result in removal from the Programme in accordance with section 16 and may, where appropriate, be reported to your professional regulatory body. EICS will keep your personal information confidential in accordance with section 9, except where disclosure is required by law or is necessary to address a genuine safeguarding concern.

8. Intellectual Property

- 8.1 All Programme materials remain the intellectual property of the EICS.
- 8.2 Delegates are granted a limited, non-transferable licence to:
 - 8.2.1 Access and use materials for personal and professional development; and
 - 8.2.2 Use any materials that EICS expressly designates in writing as client-facing or shareable, solely for delivering EMDR-informed coaching to your own clients, and not for training others, resale, or onward distribution.
- 8.3 Delegates may not:
 - 8.3.1 Copy, reproduce, or distribute materials;
 - 8.3.2 Share access with others;
 - 8.3.3 Use materials for commercial training without written permission; nor
 - 8.3.4 Adapt, modify, translate, or create derivative works from any of the materials.
- 8.4 The licences granted in clause 8.2 are revocable and terminate automatically on the termination of, or your withdrawal from, the Programme. On termination you must immediately cease using the materials and delete or destroy all copies in your possession or control, save that any client-facing licence expressly granted under clause 8.2.2 shall survive only to the extent, and for so long as, EICS confirms in writing.
- 8.5 All rights not expressly granted to you under these Terms are reserved to EICS. Nothing in these Terms operates to transfer any right, title, or interest in EICS's intellectual property to you.
- 8.6 EICS's names, logos, and brands, including "The Uplift Breakthrough" and the "Certified Uplift Breakthrough Coach - an EMDR-Informed Coaching Approach" title, are trade marks and/or branding of EICS. On successful certification, EICS grants you a limited, revocable, non-exclusive, and non-transferable licence to describe yourself using the certified title solely to reflect your completion of the Programme. You may not otherwise use, register,

or seek to register EICS's names, logos, or brands, or anything confusingly similar, without EICS's prior written consent. This licence terminates automatically, and you must immediately cease all use of the certified title and EICS's marks, if your certification is withdrawn or your participation in the Programme is terminated.

- 8.7 You retain ownership of original coaching materials and recordings you create, but you grant EICS a non-exclusive, royalty-free licence to access, store, use, and review the materials and recordings you submit for assessment and quality-assurance purposes, including in anonymised form. Such materials and recordings will be processed in accordance with section 9 (Data Protection and Privacy).

9. Data Protection and Privacy

- 9.1 EICS processes personal data in accordance with UK GDPR and the Data Protection Act 2018. Full details of how EICS collects, uses, stores, and protects your personal data, the lawful bases relied upon (including in relation to any special category data, such as health information), and your rights, are set out in the EICS Privacy Notice, which is available on request and forms part of these Terms.

- 9.2 Our Privacy Notice includes information about our:

- 9.2.1 Secure handling of personal and professional data;
- 9.2.2 Use of third-party platforms (e.g., learning systems, Google Workspace); and
- 9.2.3 Storage of training materials for assessment and quality assurance.

- 9.3 Delegates are responsible for:

- 9.3.1 Ensuring ethical handling of any client-related material;
- 9.3.2 Gaining appropriate consent; and
- 9.3.3 Anonymising sensitive data where required.

- 9.4 **Data-controller roles.** EICS and you are independent controllers of the personal data each processes in connection with the Programme. EICS is the controller of the personal data it holds about you. You are the sole and independent controller of any personal data relating to your own clients that you process, and EICS does not act as your processor or as a joint controller in respect of that data.

- 9.5 **Your data protection obligations.** In respect of your own clients and any personal data you process or share in connection with the Programme (including in pod sessions and recordings), you warrant that you will comply with UK GDPR and the Data Protection Act 2018 in your own right. In particular, you will:

- 9.5.1 ensure you have a lawful basis for your processing and, where you process special category data such as health information, an appropriate condition under Article 9 (including explicit consent where required);

- 9.5.2 provide your clients with your own privacy information;
- 9.5.3 keep all such personal data secure and confidential and retain it no longer than necessary; and
- 9.5.4 deal with any data-subject requests relating to your clients.
- 9.6 **Breach notification.** You must notify EICS without undue delay, and in any event within 24 hours, on becoming aware of any actual or suspected personal-data breach affecting personal data held by EICS or shared within the Programme, and you must cooperate reasonably with EICS in investigating and responding to any such breach.
- 9.7 EICS is not responsible or liable for your processing of your clients' personal data or for your compliance with data protection law in your own practice, which remains your sole responsibility.

10. Equality, Inclusion and Accessibility

- 10.1 EICS is committed to:
 - 10.1.1 Equal treatment and non-discrimination;
 - 10.1.2 Inclusive and psychologically safe learning environments; and
 - 10.1.3 Providing reasonable adjustments where required.
- 10.2 Discrimination, harassment, or bullying will not be tolerated.

11. Complaints and Concerns

- 11.1 Concerns should be raised:
 - 11.1.1 Informally, where possible; and then
 - 11.1.2 Formally via the Complaints Procedure if required.
- 11.2 EICS commits to:
 - 11.2.1 Fair and transparent handling;
 - 11.2.2 Timely responses; and
 - 11.2.3 Using feedback to improve services.
- 11.3 EICS will acknowledge any formal complaint within five (5) working days and aim to provide a full response within twenty (20) working days. Nothing in this section affects your statutory rights or any right to refer your complaint to an applicable external body.

12. Certification

- 12.1 Certification is awarded at EICS's discretion based on:
 - 12.1.1 Completion of programme requirements to a satisfactory level;
 - 12.1.2 Demonstration of competence to a level determined by the EICS ;
 - 12.1.3 Engagement with learning processes; and
 - 12.1.4 The EICS alone shall determine any and all of the testing procedures to assess whether the delegate will earn the certificate in The Uplift Breakthrough: An EMDR informed coaching approach.
- 12.2 Certification:
 - 12.2.1 Reflects training in EICS methodologies, teaching and systems;
 - 12.2.2 Allows delegates to confirm they are certified by the EICS in the methods, teaching and system;
 - 12.2.3 Is accredited by The CPD Standards Office under its continuing professional development (CPD) scheme; this confirms the quality and structure of the training and does not constitute a regulated or academic qualification;
 - 12.2.4 Does not constitute a regulated qualification by any coaching body or federation;
 - 12.2.5 Does not confer legal or clinical status; and
 - 12.2.6 Is not affiliated with any academic institute or regulatory body.
- 12.3 Failure to complete requirements does not entitle a refund.
- 12.4 EICS may, acting reasonably and following a fair review, withdraw or revoke a certification already awarded where it comes to light that the certification was obtained through error, dishonesty, or misrepresentation, or where your subsequent conduct (including any finding by a professional or regulatory body) makes continued certification inappropriate. On withdrawal of certification, you must immediately cease describing yourself as certified and cease all use of the certified title and EICS's marks in accordance with clause 8.6.
- 12.5 You must not misrepresent the nature, scope, or status of your certification. In particular, you must not represent it as a regulated, academic, or clinical qualification, as conferring legal or clinical status, or as authorising you to provide therapy or treatment beyond the scope of your existing professional qualifications and competence.

13. Disclaimer

- 13.1 The Programme provides education and professional development only.
- 13.2 It does not constitute:
 - 13.2.1 Therapy;
 - 13.2.2 Clinical supervision (unless explicitly stated); nor
 - 13.2.3 Medical, psychological, legal, or financial advice.

- 13.3 Delegates remain fully responsible for:
- 13.3.1 Their professional practice;
 - 13.3.2 Ethical decision-making; and
 - 13.3.3 Application of learning.
- 13.4 EMDR-informed coaching, as taught in the Programme, is a future-focused coaching approach. It is distinct from, and is not a substitute for, EMDR therapy, psychological therapy, counselling, or clinical treatment. Nothing in the Programme qualifies or authorises you to provide therapy or clinical treatment beyond the scope of your existing professional qualifications, registration, and competence. For the avoidance of doubt, delegates are required, as a condition of enrolment, to be qualified, EMDR-trained practitioners, and nothing in these Terms restricts or affects your ability to provide EMDR therapy or other clinical services within the scope of your own existing professional qualifications, registration, and regulatory framework. The distinction drawn in these Terms is between the EMDR-informed coaching approach taught in the Programme and any clinical therapy you may separately be qualified to provide.
- 13.5 In your own practice, you agree that you will not represent EMDR-informed coaching as therapy or as treatment for trauma, mental illness, or any clinical condition; you will work only within your scope of competence and your professional regulatory framework; and you will refer clients to appropriate clinical or medical care where their needs fall outside coaching. EICS makes no representation that EMDR-informed coaching is suitable for clinical populations, and you remain solely responsible for assessing the suitability of the approach for each client.

14. No Guarantees

- 14.1 EICS does not guarantee:
- 14.1.1 Specific outcomes;
 - 14.1.2 Business success; nor
 - 14.1.3 Client results.
- 14.2 Results depend on individual application, experience, and context. Individual results will always vary depending on the delegate's individual capacity, work ethic, level of motivation, business skills, the economy, and the normal and unforeseen risks of doing business, amongst other factors.

15. Limitation of Liability

- 15.1 EICS is responsible to you for foreseeable loss and damage caused by its breach of these Terms or its failure to use reasonable care and skill. EICS is not responsible for

any loss or damage that was not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen, or if, at the time this Agreement was made, both you and EICS knew it might happen.

15.2 The exclusions in clauses 15.3.1 and 15.3.2 apply in particular to losses arising in the course of a business; if you are a consumer, EICS's liability to you is governed by clause.

15.3 To the fullest extent permitted by law, EICS shall not be liable for:

15.3.1 any loss of profit, income, revenue, anticipated savings, business, contracts, goodwill, commercial opportunity, or data, or any indirect or consequential loss;

15.3.2 Your own clinical or coaching application of EMDR or EMDR-informed techniques with your clients following the Programme (including their effectiveness and any claims brought against you by your clients), and any psychological or emotional distress experienced during or after practical exercises or pod sessions, provided that EICS has exercised reasonable care and skill in delivering the Programme;

15.3.3 Cap on liability. EICS's total liability to you arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no event exceed the total fees you have paid to EICS for the Programme. Nothing in this clause limits EICS's liability below any minimum that cannot lawfully be excluded, including under section 57 of the Consumer Rights Act 2015.

15.4 Nothing in these Terms shall exclude or limit EICS's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or limited, including under the Consumer Rights Act 2015.

15.5 **Indemnity.** You agree to indemnify EICS, and keep it indemnified, against all liabilities, losses, damages, costs, and expenses (including reasonable legal fees) suffered or incurred by EICS arising out of or in connection with:

(a) your own coaching, clinical, or other practice with your clients following the Programme;

(b) any claim brought against EICS by a client or other third party in connection with services you provide;

(c) your breach of these Terms, including any misuse of EICS's intellectual property or any misrepresentation of your certification; or

(d) your negligence or wilful misconduct.

Where you are a consumer, this indemnity is limited to liabilities, losses, and costs that are a reasonably foreseeable consequence of the matters described above, and nothing in this clause requires you to indemnify EICS against any liability arising from EICS's own breach, negligence, or failure to use reasonable care and skill.

16. Termination

- 16.1 EICS may, acting reasonably and following a fair review, suspend or terminate your access to the Programme on written notice where:
 - 16.1.1 Terms are breached;
 - 16.1.2 Behaviour is disruptive, harmful, abusive, or otherwise in breach of the conduct standards expected under these Terms;
 - 16.1.3 Payments are not made; or
 - 16.1.4 Delegates fail to follow the programme guidelines.
- 16.2 Where a breach is capable of remedy, EICS will normally give you written notice and a reasonable opportunity (usually at least 14 days) to remedy it before terminating. EICS may suspend or terminate immediately in the case of serious or repeated breaches, including non-payment, abusive or harmful conduct, or any breach of section 7 (Confidentiality) or section 8 (Intellectual Property).
- 16.3 Delegates removed from the Programme:
 - 16.3.1 Are not entitled to a refund where removal results from their own breach of these Terms, subject to section 5 and your statutory rights; and
 - 16.3.2 Remain liable for outstanding payments.
- 16.4 If EICS suspends, discontinues, or terminates the Programme other than because of your breach or conduct, EICS will refund the fees you have paid for any part of the Programme not yet provided. This does not affect any other remedy available to you at law.
- 16.5 Termination of or withdrawal from the Programme does not affect any rights, liabilities, or obligations that have accrued before it, nor any provision that is intended to continue in force, including sections 7 (Confidentiality), 8 (Intellectual Property), 9 (Data Protection and Privacy), and 15 (Limitation of Liability), and any obligation to pay outstanding fees.

17. Delegate Responsibilities

- 17.1 Delegates agree to:
 - 17.1.1 Engage ethically and professionally and within the boundaries provided by their core profession and governing body;
 - 17.1.2 Respect boundaries between coaching and therapy;

- 17.1.3 Act within their scope of competence;
- 17.1.4 Take responsibility for their wellbeing during experiential work;
- 17.1.5 Acknowledge that the practical exercises and pod sessions are experiential and are provided for skill-development and training purposes only; they do not constitute personal therapy. You agree not to use these sessions to process significant or unresolved traumatic material, and you understand that distressing thoughts, memories, or emotions may nonetheless surface during or after experiential work. You confirm that you have adequate self-regulation strategies and access to appropriate emotional support to manage any such distress, and you agree to take responsibility for your own emotional wellbeing throughout the Programme and to seek appropriate support where needed;
- 17.1.6 Acknowledging that the EICS is not responsible or liable for the delegate for any financial, emotional, or physical injuries or any negative ramifications. As a delegate, you are fully responsible for your health, wellbeing, business endeavors, and any other decisions you make during this Programme;
- 17.1.7 Disclose, in advance and in confidence, any physical or mental health condition that may affect your ability to participate fully or safely in the experiential elements of the Programme, so that EICS can discuss any reasonable adjustments with you in accordance with section 10 (Equality, Inclusion and Accessibility). Any such information will be handled in accordance with section 9 (Data Protection and Privacy). Failure to disclose a relevant condition that materially affects safe participation may, following a fair review, result in withdrawal from the affected elements of the Programme; and
- 17.1.8 Be aware that they may well make decisions concerning their personal and home life, business, career, finances, health, and wellness. Any reviews and decisions are the sole responsibility of the delegate.

18. Events and Additional Costs

- 18.1 Where in-person events are offered Delegates are responsible for travel and accommodation; and additional terms may apply.

19. Amendments

- 19.1 EICS may revise these Terms from time to time, for example, to reflect changes in law or in regulatory or accreditation requirements, improvements or changes to the Programme, or changes in its business practices. The version of these Terms in force at the time of your enrolment will apply to that enrolment.
- 19.2 Where changes are significant:
 - 19.2.1 Delegates will be notified by email where a change materially affects their rights or obligations under an existing enrolment; and

19.2.2 Continued participation constitutes acceptance, subject to clause 19.3

- 19.3 For material changes that adversely affect your rights, your continued participation after at least 14 days' notice will constitute acceptance; where required by law, you may instead be entitled to cancel and receive a refund of fees paid for any part of the Programme not yet provided.

20. General

- 20.1 **Entire Agreement.** These Terms, together with the Programme Outline Addendum and any documents expressly referred to in them, constitute the entire agreement between you and EICS and supersede any prior agreement, representation, or understanding. You acknowledge that you have not relied on any statement or representation not set out in these Terms, save that nothing in this clause limits or excludes liability for fraud or fraudulent misrepresentation.
- 20.2 **Severability.** If any provision or part-provision of these Terms is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid and enforceable or, if that is not possible, deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of these Terms.
- 20.3 **Waiver.** No failure or delay by EICS in exercising any right or remedy under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise. A waiver is effective only if given in writing.
- 20.4 **Third Party Rights.** These Terms do not confer any rights under the Contracts (Rights of Third Parties) Act 1999 on any person other than you and EICS.
- 20.5 **Force Majeure.** EICS shall not be in breach of these Terms, nor liable for any delay in or failure to perform its obligations, where such delay or failure results from events beyond its reasonable control. In such circumstances, EICS will take reasonable steps to continue delivering the Programme, including by alternative or online means.
- 20.6 **Assignment.** EICS may assign, transfer, or subcontract its rights and obligations under these Terms. Because your place on the Programme is personal to you, you may not assign, transfer, or otherwise deal with any of your rights or obligations under these Terms without EICS's prior written consent.
- 20.7 **Notices.** Any notice given under these Terms must be in writing and may be sent by email to the address each party has provided (in EICS's case, the email address in section 22). A notice sent by email is deemed received at the time of transmission or, if sent outside business hours, at 9.00am on the next business day, provided no delivery-failure message is received.

- 20.8 **No partnership or agency.** Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between you and EICS. You are not an agent of EICS and may not make or enter into any commitments, or hold yourself out as able to do so, on EICS's behalf.

21. Governing Law

- 21.1 These Terms, and any dispute or claim arising out of or in connection with them or their subject matter, are governed by and construed in accordance with the laws of England and Wales. You and EICS agree that the courts of England and Wales shall have exclusive jurisdiction, save that if you are a consumer resident in Scotland or Northern Ireland, you may also bring proceedings in the courts of the country in which you reside. Nothing in this clause affects your statutory rights as a consumer.

22. Contact Information

For all enquiries, complaints, or requests:

Dr Hannah Bryan

The EMDR-Informed Coaching School (EICS), a trading name of The EMDR Psychology Company Limited

Company registration number: 14028489

Registered office: 3 Swan Road, Seaton, England, EX12 2US

Email: hannah@drhannahbryan.com

PROGRAM OUTLINE ADDENDUM

Cohort 3 - June 2026

This programme has been awarded 8 CPD points by EMDR Association UK for Cohort 3. CPD recognition from EMDR Association UK is granted on a per-cohort basis, and EICS reapplies for each cohort; the award of CPD points for any future cohort is therefore not guaranteed.

Once the Program is purchased and all Agreements are complete, the delegate is to have full and complete access to the members' area.

This will include:

- **Orientation session:** Instant access to further programme details
- **Module 1:** Core Coaching skills - 4 instant access masterclasses with handouts.
- **Module 2:** Core EMDR skills - A recap of the 8 phases, case conceptualisation, working with current anxiety and phobias - 4 instant access masterclasses with handouts.
- **Module 3:** The Uplift Breakthrough: The live element of the programme.

This will run live for eight weeks. The delegate understands and agrees that such information is subject to change based upon the EICS's sole desires, and does not hold the EICS responsible if the below changes slightly, as long as the value remains.

The live element includes:

- Once weekly, 60-minute group virtual sessions via Zoom.
- The dates and times of each weekly session will be available in the members' area and for cohort 3, are scheduled for:

Date	Day	Time (UK)	Session
12th Oct	Mon	1600 - 1700	Live calls
19th Oct	Mon	1600 - 1700	Live calls
2nd Nov	Mon	1600 - 1700	Live calls
9th Nov	Mon	1600 - 1700	Live calls
16th Nov	Mon	1600 - 1700	Live calls
23rd Nov	Mon	1600 - 1700	Live calls
30th Nov	Mon	1600 - 1700	Live calls
7th Dec	Mon	1600 - 1700	Live calls

The delegate understands and accepts that it is the delegate's responsibility to check the members' area and Facebook group regularly and to take note of the weekly Session time.

The delegate will also be allocated a pod including two or three delegates. Pod members can decide and agree amongst themselves when they will meet. Pod sessions will be 2 hours per week when the live calls occur. Pod sessions are about skill practice. They will be recorded by a nominated delegate and uploaded to your private folder in the Google Drive. Pod recordings may capture personal or sensitive information shared by Delegates and must be treated as strictly confidential. They may be used only by members of that pod for the purposes of skill practice and assessment, must not be copied, shared, or used for any other purpose, and must be stored securely. Such recordings will be processed in accordance with section 9 (Data Protection and Privacy).

The certification is achieved when all 3 modules have been passed:

- **Module 1:** Evaluate key learning points by completing a questionnaire
- **Module 2:** Complete an online quiz around the 8 phases of EMDR and achieve a 70% pass rate
- **Module 3:** Attendance and participation in 8 hours of live teaching and 16 hours of pod sessions.
 - Completion of evaluation feedback sheets for each pod session.
 - Submit a practice EMDR Informed Coaching session to be evaluated by the EICS
 - Submit a plan for your EMDR Informed coaching offer and receive feedback on this.

The delegate will receive a certificate when all 3 modules have been passed as stated above. If the delegate does not complete the programme in full within the time frame allotted, does not pass the examination, and/or does not fulfill the programme requirements in any way, within the sole discretion of the EICS, the delegate understands and agrees that he/she may not receive certification. If no Certification is obtained, the delegate will still have access to Program but will not be able to use the title of Certified Uplift Breakthrough coach - an EMDR Informed coaching approach and will not receive a refund for programme.