

Terms and Conditions

Last Updated:25/10/2023

1. Acceptance of Terms

Welcome to the Jodie Goodchild website (hereinafter referred to as "the Website"). Jodie Goodchild trades under **Outbound Marketing Group Ltd**, a company incorporated in the United Kingdom under registration number **14271791** with a registered office address **Portsmouth Technopole, Kingston Crescent, Portsmouth, England, PO2 8FA** (hereinafter "Jodie Goodchild"). Your use of this Website signifies your agreement to comply with and be bound by the following Terms and Conditions. We encourage you to carefully read and understand these terms before using the Website. If you do not agree with any part of these terms, we kindly request that you refrain from using this Website. Your access and continued use of this Website affirm your acknowledgement and acceptance of the Terms and Conditions detailed herein.

2. Services Offered

- 2.1. The Website, which is owned and diligently operated by Jodie Goodchild, is designed to be a comprehensive resource for individuals and businesses seeking to enhance their understanding and proficiency in the realm of Lead Generation. We offer a range of information, resources, and direct services aimed at optimising your lead generation strategies.
- 2.2. At the heart of our offerings are our lead generation consulting and workshop services. Our primary mission is to work collaboratively with clients, guiding them towards improved digital lead generation strategies that yield tangible results.

- 2.3. Our lead generation consulting services are tailored to your specific needs, ensuring that your business's unique characteristics are taken into account. Our workshops provide an opportunity for hands-on learning and skill development in the field of lead generation.
- 2.4. We understand the importance of flexibility and accessibility. As such, we provide you with the opportunity to purchase and book virtual workshops, which can be attended from the comfort of your own space. This virtual format allows us to reach a broader audience and ensure that the benefits of our services are available to those who seek them, regardless of geographical constraints.

3. Workshop Booking and Payment

- 3.1. Users interested in our workshops may easily book a session through our Website by following the intuitive instructions provided. We offer a range of workshop packages to cater to varying needs and preferences. These packages include Standard, Premium, and VIP options, each tailored to offer a distinct level of service and support. The specific details of each package, along with their associated benefits and features, are readily available on our Website.
- 3.2. The prices for each of our workshop packages are clearly listed on our Website. It's important to note that Jodie Goodchild reserves the right to make adjustments to these prices as deemed necessary. However, we are committed to maintaining transparency, and any changes will be clearly communicated on the Website. We aim to ensure that our pricing structure remains competitive and reflective of the value we provide.

- 3.3. To facilitate seamless and secure transactions, we have integrated Stripe as our payment gateway. Stripe is a trusted and reputable payment processing platform, offering industry-standard security measures to safeguard your financial information during the payment process. You can confidently proceed with your workshop booking, knowing that your payment details are handled with the utmost care and security.
- 3.4. All our prices are listed in GBP (Great British Pounds) and include any applicable taxes. We believe in providing a transparent and straightforward pricing structure to our users. By clearly displaying prices inclusive of taxes, you can be confident that there are no hidden costs associated with our workshops. The price you see is the price you pay, ensuring a hassle-free booking experience.

4. Intellectual Property Rights

- 4.1. All content presented on the Website, encompassing but not confined to text, images, videos, workshop materials, graphics, and any other materials, is subject to copyright and intellectual property rights owned exclusively by Jodie Goodchild. These rights are safeguarded by national and international laws, including copyright and trademark legislation.
- 4.2. Users, visitors, and clients are expressly prohibited from any form of unauthorised reproduction, distribution, public display, or utilisation of any content featured on the Website without obtaining explicit, written permission from Jodie Goodchild.
- 4.3. Jodie Goodchild may grant specific permissions for the usage of content under particular conditions. These permissions, if granted, must be

- strictly adhered to and are limited to the purposes specified in the provided authorisation.
- 4.4. Users are further forbidden from modifying, altering, or creating derivative works based on the content of the Website without the express consent of Jodie Goodchild. This includes, but is not limited to, any adaptation or transformation of the materials.
 - 4.5. Users who receive express permission to use content from the Website must attribute the content to Jodie Goodchild by having a statement that says “This content is the exclusive property of Jodie Goodchild and can be found on their website at www.jodiegoodchild.com.”
 - 4.6. Jodie Goodchild reserves the right to enforce its intellectual property rights with full determination, including legal action, against any unauthorised use, reproduction, or distribution of its content.

5. Privacy

- 5.1. Jodie Goodchild agrees to comply with applicable data protection laws, including the General Data Protection Regulation (GDPR). Clients' personal data will be handled in accordance with the Privacy Policy, and clients will be informed of their rights regarding their data.
- 5.2. Our Privacy Policy, also available on the Website, outlines how we collect, use, and protect your personal information.

6. Acceptable Use

6.1. By accessing and using the Jodie Goodchild website, you agree to adhere to the following acceptable use guidelines:

- a. Users shall use the Website in compliance with all applicable local, national, and international laws and regulations. Unlawful, unethical, or unauthorised use of the Website is strictly prohibited.
- b. Users shall respect the intellectual property rights, including but not limited to copyrights and trademarks, of Jodie Goodchild and any third parties. Unauthorised distribution or use of copyrighted materials is not allowed.
- c. Users shall refrain from engaging in any activity that could potentially harm or disrupt the proper functioning of the Website, including but not limited to hacking, malware distribution, or any form of cyberattacks.
- d. Users shall respect the privacy and data protection rights of others and shall not engage in activities that compromise the security or privacy of users or Jodie Goodchild. This includes refraining from attempting to access others' accounts or personal information without authorisation.
- e. Users shall not post or share content that is offensive, obscene, or defamatory. Discriminatory, hateful, or harassing content is strictly prohibited.
- f. Unauthorised access to restricted areas of the Website or any attempt to bypass security measures is not permitted.
- g. Users shall not engage in spamming, including sending unsolicited emails or messages.

- h. Users shall comply with any third-party terms and conditions or policies, especially those related to the use of third-party tools or services integrated with the Website.
 - i. Users are encouraged to provide constructive feedback and communicate with Jodie Goodchild in a respectful and professional manner.
 - j. If users encounter any violations of these acceptable use guidelines or believe that other users are not adhering to them, they are encouraged to report such instances to Jodie Goodchild.
- 6.2. Violation of these acceptable use guidelines may result in the suspension or termination of access to the Website or services. Jodie Goodchild reserves the right to take appropriate action in response to any violations.

7. Confidentiality

- 7.1. Both Jodie Goodchild and clients engaging in lead generation services acknowledge and agree to uphold the utmost confidentiality regarding any proprietary or sensitive information exchanged during the provision of lead generation services. This commitment extends to, but is not limited to, the protection of business strategies, customer lists, campaign data, and any other confidential or proprietary information.
- 7.2. Clients engaging in lead generation services with Jodie Goodchild expressly acknowledge and agree to the duty of non-disclosure regarding any proprietary or sensitive information, specifically encompassing Jodie Goodchild's training materials, trade secrets, business strategies, and all content provided as part of the training services.

- 7.3. Under this commitment to confidentiality, neither Jodie Goodchild nor the client shall disclose, share, or divulge any confidential information to third parties without the explicit written consent of the other party.
- 7.4. Both parties shall take reasonable and appropriate measures to ensure the protection and security of confidential information. This includes but is not limited to safeguarding digital data through encryption and secure access controls, as well as using best practises for the physical security of any printed materials or documents.
- 7.5. Confidential information may be accessed and utilised solely for the purpose of providing and receiving lead generation services. It is not to be used for any other purpose or disclosed to individuals or entities not directly involved in the services without the written consent of the other party.
- 7.6. The obligation to maintain confidentiality remains in effect throughout the duration of the lead generation services and continues in perpetuity thereafter.
- 7.7. Confidentiality obligations do not extend to information that is publicly available, known to the receiving party prior to disclosure, or obtained from a third party without a breach of any confidentiality obligations.
- 7.8. In cases where legal or regulatory requirements necessitate the disclosure of confidential information, the party receiving the request shall promptly inform the other party, unless legally prohibited, and cooperate to the extent required by law.

8. Disclaimer

- 8.1. While Jodie Goodchild provides valuable insights and methods in her workshops, it is vital to comprehend that there are no guarantees of achieving specific results or outcomes. The methods and strategies shared are founded on extensive experience and have proven successful for Jodie Goodchild and other clients. Nevertheless, it is important to recognise that individual results may vary, and the effectiveness of applying these methods hinges on a multitude of factors, including but not limited to individual effort, dedication, and the unique circumstances of each client.
- 8.2. The success of implementing the strategies discussed in our workshops is intrinsically tied to the level of commitment, effort, and diligence that clients apply. While Jodie Goodchild provides guidance and support, it is ultimately the client's responsibility, as delineated in Clause 4.1d to implement these strategies and techniques effectively.
- 8.3. The outcomes of applying the methods and strategies shared in our workshops can be influenced by factors beyond Jodie Goodchild's control, including industry dynamics, market conditions, and the client's specific business environment. Clients should be aware that success in lead generation depends on an interplay of various elements, and outcomes may fluctuate accordingly.
- 8.4. References to past successes or case studies are provided to illustrate the potential benefits of the methods and strategies presented. These examples are not indicative of guaranteed outcomes but serve as testimonials to the effectiveness of the techniques when applied diligently.

8.5. Clients are encouraged to conduct an individual assessment of the strategies and methods presented to determine their relevance and applicability to their specific circumstances.

9. Limitation of Liability

- 9.1. Jodie Goodchild shall not be held liable for any direct, indirect, incidental, consequential, or special damages arising from the use or inability to use the services offered on the Website, as permitted by applicable UK laws.
- 9.2. To the fullest extent permitted by the law, Jodie Goodchild disclaims any and all liability for losses, damages, costs, expenses, or any adverse consequences arising directly or indirectly from the use of our services. This limitation encompasses, but is not limited to, loss of data, business interruption, loss of profits, loss of goodwill, or any other economic or non-economic losses.
- 9.3. Nothing in these Terms and Conditions seeks to limit or exclude liability for death, personal injury, or fraud to the extent that such limitation or exclusion is prohibited by UK law.
- 9.4. Jodie Goodchild is committed to providing services with reasonable care and skill. However, we do not guarantee or warrant that the services will be error-free or that they will meet every specific requirement of each client.
- 9.5. If, despite the limitations set forth herein, Jodie Goodchild is found liable for any damages, the liability shall be limited to the amount paid by the client for the specific services that led to the alleged damages.

- 9.6. Clients agree to indemnify and hold harmless Jodie Goodchild against any claims, damages, or losses arising from the use of leads or data generated through the lead generation services.

10. Termination

10.1. Termination for Convenience:

- a. **By Client:** The client may terminate these Terms and Conditions at any time for convenience by providing written notice to Jodie Goodchild. A 30-day notice period is required, during which all payment obligations must be fulfilled.
- b. **By Jodie Goodchild:** Jodie Goodchild reserves the right to terminate these Terms and Conditions at any time for convenience by providing written notice to the client. A 30-day notice period is required, during which any outstanding payments must be made. Jodie Goodchild will also make any refunds on a pro-rata basis if the termination occurs before the completion of service provision.

10.2. Termination for Cause:

- a. **Material Breach:** Either party may terminate these Terms and Conditions with immediate effect in the event of a material breach by the other party. "Material breach" includes but is not limited to non-payment, failure to provide services, violation of intellectual property rights, or failure to adhere to confidentiality obligations.
- b. **Notice of Termination for Cause:** In the case of termination for cause, the terminating party shall provide written notice specifying the grounds for termination, including reference to the particular clause or provision that has been breached. The non-breaching

party will have a 30-day cure period to remedy the breach. If the breach is not remedied within this period, the agreement shall terminate.

- c. **Outstanding Payments:** In case of termination for cause, the party in breach shall be liable for any outstanding payments or damages owed to the non-breaching party as a result of the breach.
- d. **Return of Materials:** Upon termination, the client shall promptly return any materials, data, or intellectual property provided by Jodie Goodchild.

11. Governing Law and Jurisdiction

- 11.1. These Terms and Conditions are governed by the laws of England and Wales. Any dispute arising from these terms will be subject to the exclusive jurisdiction of the English courts.

12. Dispute Resolution

- 12.1. Any disputes arising out of or in connection with this Terms and Conditions shall be resolved through negotiation in good faith. If the parties are unable to reach a resolution within 30 days, the dispute shall be submitted to binding arbitration in accordance with the rules of the London Court of International Arbitration (LCIA).
- 12.2. The arbitration proceedings shall be conducted in London and in the English language unless the parties mutually agree otherwise. The parties shall jointly appoint a single arbitrator to preside over the arbitration

- proceedings. If they cannot agree on an arbitrator within thirty (30) days of the initiation of arbitration, the LCIA shall appoint the arbitrator.
- 12.3. The arbitrator's decision shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction. Each party shall bear its own costs related to the arbitration proceedings, unless the arbitrator determines otherwise.

13. General

- 13.1. **Entire Terms and Conditions:** This Terms and Conditions constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether oral or written.
- 13.2. **Severability:** If any provision of this Terms and Conditions is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired, and the parties shall use their best efforts to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that accomplishes the original intent of the parties.
- 13.3. **Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its obligations under this Terms and Conditions if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, labour disputes, natural disasters, government actions, or any other force majeure event. In such cases, the affected party's obligations shall be suspended for the duration of the force majeure event.

- 13.4. **Assignment:** This Terms and Conditions, and the rights and obligations hereunder, may not be assigned by either party without the prior written consent of the other party, except that Jodie Goodchild may assign this Terms and Conditions to an affiliated entity or in connection with a merger, acquisition, or change of control. Any attempted assignment in violation of this provision shall be void.
- 13.5. **No Waiver:** The failure of either party to enforce any provision of this Terms and Conditions or to exercise any right or remedy provided herein shall not be construed as a waiver of such provision, right, or remedy. Any waiver of a breach of this Terms and Conditions shall not constitute a waiver of any subsequent breach or a waiver of any other provision.
- 13.6. **Notices:** All notices, requests, demands, or other communications required or permitted under this Terms and Conditions shall be in writing and delivered personally, sent by registered or certified mail, or sent by a nationally recognised overnight courier service to the addresses provided in this Terms and Conditions. Notices shall be deemed to have been received upon personal delivery, three (3) days after mailing by certified or registered mail, or one (1) day after being sent by overnight courier.

14.Changes to Terms and Conditions

- 14.1. Jodie Goodchild reserves the right to modify these Terms and Conditions at any time, at her sole discretion, without the need for prior notice to clients. It is the responsibility of clients to regularly review these Terms and Conditions for any updates or changes.
- 14.2. Changes to these Terms and Conditions will become effective immediately upon being posted on the Website. Clients are encouraged to check the "Last Updated" date at the top of these Terms and Conditions to be aware of the most recent version.

- 14.3. By continuing to use the Website and engage with the services after any modifications have been made, clients implicitly accept and agree to the revised Terms and Conditions. If clients do not agree with the modified Terms and Conditions, they should refrain from using the Website and services.
- 14.4. Jodie Goodchild may, at her discretion, provide notice of significant changes to these Terms and Conditions. Such notice may be provided through email or other means of communication.
- 14.5. It is the responsibility of clients to ensure that they are familiar with the latest version of the Terms and Conditions to ensure compliance with the most current guidelines and policies.

15. Contact Us

- 15.1. If you have any questions, concerns, or need to contact us for any reason, you may do so using the following methods:
 - a. **Contact Form:** Clients can reach us by using the contact form provided on our Website. Simply navigate to the "Contact Us" section and complete the form with your enquiry or message. We will respond to you promptly.
 - b. **Email:** You can also reach us by sending an email to our designated email address: jodie@jodiegoodchild.com. Please feel free to write to us with any questions, feedback, or requests, and we will get back to you as soon as possible.
- 15.2. We are committed to providing excellent service and support to our clients and value your feedback and enquiries. Please do not hesitate to reach out to us through the provided contact options, and we will be happy to assist you.