Thrive & Revive Workshop Kit: Organisation Licence Terms

Draft for your review. Replace the [bracketed] items. These terms are a starting point and not legal advice. Have a New Zealand lawyer check them before you rely on them.

1. Definitions and licence

1.1 Who we are. "We", "us" and "our" mean [PROFILE Coaching Ltd], of New Zealand [NZBN: 9429048029377 213 Hossack Downs Road, Waiau, North Canterbury, New Zealand].

1.2 Who the organisation is. "The Organisation" means the company, school, trust, government body or other legal entity named on the order for the Organisation Licence. "You" means the Organisation. The person who accepts these terms confirms they have authority to bind the Organisation.

1.3 The Kit. "The Kit" means the Thrive & Revive Workshop Kit: the slide deck, Facilitator's Guide, Participant Workbook, certificate, badge, reading list, NZ support contacts, Start Here guide and any other files we supply, in Canva or any other format.

1.4 Authorised Facilitators. "Authorised Facilitators" means up to two (2) employees, contractors or volunteers of the Organisation who deliver workshops for it, plus any Additional Facilitators added under clause 2.5.

1.5 Your licence. We grant the Organisation a non-exclusive, non-transferable, non-sublicensable, worldwide licence to use, edit and rebrand the Kit, and to have its Authorised Facilitators deliver workshops and sessions based on it, on the terms below. The licence lasts for as long as you comply with these terms.

1.6 Non-exclusive. The Organisation is not buying ownership of the Kit or its content. We continue to own the Kit and may sell it, and licences to it, to others.

2. What the Organisation can and can't do

2.1 The Organisation can:

- Have its Authorised Facilitators deliver workshops, sessions and programmes based on the Kit, in person or online, to its own staff and teams (internal clients) and to its customers, clients, members and community (external clients).
- Edit, adapt, rebrand and add to the Kit: change the logos, colours, fonts, wording, examples and stories, and combine it with its own material.
- Present the resulting workshop under its own name and brand.
- Store the Kit in its own Canva team or shared drive, so Authorised Facilitators can use it.
- Print the materials, or share the workbook, certificates and handouts with participants as PDFs or printouts, for use in a workshop it delivers.

2.2 The Organisation can't:

- Resell, sublicense, share, give away, lend or otherwise distribute the Kit, the Canva files or the Template links, in whole or in part, to anyone outside the Organisation (or the related entities named in section 1.4) who hasn't bought their own licence. This includes selling it, or a lightly edited copy of it, as a template, product or course.
- Allow anyone other than an Authorised Facilitator to deliver workshops using the Kit, or give access to more people than the number stated in section 1.4. Extra facilitators need an additional licence.

- Claim to have created or to own the original Kit, or say that we are connected to or endorse its workshops unless we agree.
- Remove or hide the acknowledgements of third-party frameworks and sources in the Kit (see section 3).
- Use the Kit in a way that is unlawful, misleading or harmful, or to present the content as medical or psychological treatment.
- Upload the Kit to an AI training dataset, public library or file-sharing site.

2.3 Responsibility for its people. The Organisation is responsible for making sure its Authorised Facilitators follow these terms. If a facilitator leaves, the Organisation must remove their access to the Kit and may nominate a replacement who will need to attend the next Train the Trainer for NZ$350 + gst

2.4 Finished materials. What the Organisation adds to the Kit (its own content, branding and stories) belongs to the Organisation. The underlying Kit content stays ours, and the Organisation can't sell its finished materials as a stand-alone template or product that others could copy and edit.

2.5 Authorised Facilitators and Train the Trainer. The licence fee includes two Authorised Facilitators. Each Authorised Facilitator must attend our Train the Trainer session before delivering workshops using the Kit. We offer the session on multiple dates, and the licence fee includes a place in it for each of the two included Authorised Facilitators.

2.6 Additional facilitators. The Organisation may add further Authorised Facilitators for NZ$350 +gst each. Each additional fee includes that person's place in the Train the Trainer session, which they must attend before delivering workshops. A person becomes an Authorised Facilitator only when we have confirmed this in writing and received payment.

2.7 Replacing a facilitator. If an Authorised Facilitator leaves the Organisation, the Organisation may replace them. The replacement must attend the Train the Trainer session before delivering workshops for NZ$350 + gst.

3. Intellectual property, third-party content and credits

3.1 Our rights. We own, or have the right to license, the copyright and other intellectual property in the Kit. Nothing in these terms transfers ownership to the Organisation.

3.2 Third-party frameworks and sources. The Kit draws on frameworks and sources created by others, including the Johari Window, DISC (William Moulton Marston) and RAIN (Michele McDonald, popularised by Tara Brach), and includes short quotations attributed to other authors. They remain the property of their owners. The Organisation must keep the acknowledgements in the Kit when it customises it. We don't give rights in third-party material beyond using it as part of the Kit in the Organisation's workshops.

3.3 Responsibility for additions. If the Organisation adds its own images, quotes, stories or other third-party material, it is responsible for having the right to use them.

3.4 Canva. The Kit is supplied as Canva files. The Organisation needs a Canva account and must follow Canva's terms and content licence when it edits, stores or downloads the files. Some Canva elements may need a paid Canva plan. We don't control Canva's terms, fees or service.

3.5 Feedback. If the Organisation suggests improvements, we may use them without owing anything.

4. Purchase, disclaimers, liability and general terms

4.1 Price and delivery. The licence fee is NZ$1,500 plus GST which includes two Authorised Facilitators and a place in our Train the Trainer session for each of them (see clause 2.5). We deliver the Kit digitally, after payment, to the Organisation's nominated contact. We will issue a tax invoice. We may update the Kit, if we do we will supply you with the updates.

4.2 Refunds. Because the Kit is a digital product that the Organisation can access immediately, we don't offer refunds once the Template links have been issued.

4.3 Education only. The Kit is for education and personal development. It isn't medical or psychological and doesn't replace professional advice, treatment or professional support. The Organisation is responsible for making sure its Authorised Facilitators deliver workshops within their own training and scope of practice, and for responding appropriately if a participant needs further help. The Kit doesn't replace the Organisation's own health, safety or employee assistance arrangements.

4.4 No guarantee of results. We don't guarantee that the Kit will achieve any particular outcome for the Organisation or its participants.

4.5 Limit of liability. To the extent the law allows, our total liability to the Organisation for anything arising from the Kit or these terms is limited to the licence fee paid, and we aren't liable for indirect or consequential loss, loss of profit or loss of data. The Organisation acquires the Kit for business purposes and agrees that the Consumer Guarantees Act 1993 and, to the extent the law allows, sections 9, 12A and 13 of the Fair Trading Act 1986 don't apply.

4.6 Ending the licence. We may end the licence if the Organisation breaks these terms, in which case the Organisation must stop using the Kit and delete its copies, other than finished materials it is obliged to keep by law.

4.7 Privacy. We use the supplied contact's details to supply the Kit and to contact the Organisation about everything in relation to the Kit.

4.8 Changes and whole agreement. These terms are the whole agreement about the licence. We may update them for future purchases. The Organisation can't transfer the licence to anyone else, except to a successor that takes over its whole business, with notice to us.

4.9 Governing law. New Zealand law applies, and the New Zealand courts have non-exclusive jurisdiction.

4.10 Contact Marina Shearer **info@profilecoaching.co.nz**