Thrive & Revive Workshop Kit: Individual and Coach Licence Terms

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 you are. "You" means the one individual or sole practitioner who bought the Individual and Coach Licence. If you buy for a company, the licence belongs to you personally unless we agree otherwise in writing. Organisations should buy the Organisation Licence.

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

1.5 Non-exclusive. You are not buying ownership of the Kit or of its content. We continue to own the Kit and may sell it, and licences to it, to others.

2. What you can and can't do

2.1 You can:

- Use the Kit to deliver workshops, sessions and programmes, in person or online, to your own clients, groups and customers, and to your employer's or other organisations' staff when you are engaged as the facilitator.
- Use the Kit with both internal and external clients.
- Edit, adapt, rebrand and add to the Kit: change the logos, colours, fonts, wording, examples and stories, and combine it with your own material.
- Present the resulting workshop under your own name and brand.
- Print the materials, or share the workbook, certificates and handouts with your participants as PDFs or printouts, for use in a workshop you deliver.
- Keep copies of your finished materials for your own records.

2.2 You can't:

- Resell, sublicense, share, give away, lend or otherwise distribute the Kit, the Canva files or your Template links, in whole or in part, to anyone who hasn't bought their own licence. This includes selling it, or a lightly edited copy of it, as a template, product or course.
- Let anyone else use your copy to facilitate, other than a participant receiving the materials in a workshop you run. Another facilitator needs their own licence. Organisations that want several people to facilitate should buy the Organisation Licence.
- Claim to have created or to own the original Kit, or say that we are connected to or endorse your workshop 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 Your finished materials. What you add to the Kit (your own content, branding and stories) belongs to you. The underlying Kit content stays ours, and you can't sell your finished materials as a stand-alone template or product that others could copy and edit.

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 you.

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. You must keep the acknowledgements in the Kit when you customise it. We don't give you rights in third-party material beyond using it as part of the Kit in your workshops.

3.3 Your responsibility for additions. If you add your own images, quotes, stories or other third-party material, you are responsible for having the right to use them.

3.4 Canva. The Kit is supplied as Canva files. You need a Canva account and you must follow Canva's terms and content licence when you edit, store or download 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 you suggest improvements, we may use them without owing you anything.

4. Purchase, disclaimers, liability and general terms

4.1 Price and delivery. The licence fee is $450+gst. We deliver the Kit digitally, after payment. We may update the Kit will supply updates as they are created.

4.2 Refunds. We don't offer refunds once the Template links have been issued, unless the law requires it. Nothing in these terms limits any right you have that can't be excluded by law.

4.3 Education only. The Kit is for education and personal development. It isn't medical, psychological or other professional advice or treatment and doesn't replace professional support. You are responsible for delivering workshops within your own training, qualifications and scope of practice, and for responding appropriately if a participant needs further help.

4.4 No guarantee of results. We don't guarantee that the Kit will achieve any particular outcome for you or your participants, or that it will make you any income.

4.5 Limit of liability. To the extent the law allows, our total liability to you for anything arising from the Kit or these terms is limited to the licence fee you paid, and we aren't liable for indirect or consequential loss, loss of profit or loss of data. If you bought the Kit for your business, you agree that the Consumer Guarantees Act 1993 doesn't apply, to the extent the law allows that.

4.6 Ending the licence. We may end your licence if you break these terms, in which case you must stop using the Kit and delete your copies, other than finished materials you're obliged to keep by law.

4.7 Privacy. We use your details to supply the Kit and to contact you about anything in relation to it.

4.8 Changes and whole agreement. These terms are the whole agreement about the licence. We may update them for future purchases. You can't transfer your licence to anyone else.

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

4.10 Contact. info@profilecoaching.co.nz