

# Money coaching - Terms of Licence

These Terms of Licence set out the terms on which Christians Against Poverty (“CAP”) will provide the money coach (“you”) with training in and the right and licence to use the CAP Intellectual Property (defined in paragraph 6 below) to provide money coaching services through your church.

The personal registration form you have completed and these Terms of Licence together form the agreement between you and CAP (individually a “Party” and together “the Parties”) and referred to below as the “Agreement”.

The Agreement is formed between you and CAP once we have accepted your application form to receive training in the selected CAP service. Please read these Terms of Licence carefully and do not submit your application if you do not agree with Terms of Licence. The contract between CAP and you is formed on completion of the CAP application form, and by submitting your application you are agreeing to be bound by these Terms of Licence.

## Scope of this Agreement

1. This Agreement covers the licensing arrangements between the parties in relation to the provision of and licence to use the CAP Intellectual Property (as defined below) for the purposes of providing the money coaching services to members of the public for free.
2. CAP reserves the right to withdraw or suspend the licence and the right to continue to use the CAP Intellectual Property and provide the money coaching services should you (or your church as the case may be in accordance with the Money coaching church agreement) fail to uphold your obligations under this Agreement.

## CAP's obligations

Our obligations depend on the type of licence arrangement you have selected when completing your application form [via [capuk.org](http://capuk.org)] and these are set out below.

## Pay as you go licence

3. For ‘pay as you go’ money coaching licences, CAP will provide you with access to all initial and (subject to satisfactory completion of the initial training) ongoing training and selected resources to assist you to deliver the money coaching. All further resources can be purchased online via the CAP resource shop and must be paid for at an additional cost. The pay as you go licence registers you indefinitely whilst you are shown on our systems as an active coach (unless the Agreement is terminated sooner by you or us). However should you not run any money coaching courses for a period of two years from the date that CAP confirmed you passed the initial training, your pay as you go licence will lapse

and automatically terminate and you will need to re-register and retrain (which will incur a fee - details can be obtained by emailing [moneycoaching@capuk.org](mailto:moneycoaching@capuk.org)) if you wish to continue offering the money coaching sessions. The pay as you go licence is non-transferrable.

## Subscription licences

4. For 'subscription' money coaching licences CAP will provide access to all initial and (subject to satisfactory completion of the initial training) ongoing training and selected resources to assist you to deliver the money coaching. In addition whilst the subscription fees (in the amount as displayed on [capuk.org](http://capuk.org)) are paid the subscription money coaching licence offers the following benefits:
  - an annual credit of £75.00 for you to spend in the CAP resource shop;
  - your church will be entitled to train up to 3 new money coaches each calendar year.
5. Please note you will be given the option of which form of licence you wish to choose at the application stage. You do not have to pay for both pay as you go licence and a subscription licence but only the option you select.

## Grant of rights

6. Under both the pay as you go licence and the subscription licence CAP grants you a non-exclusive, non-transferable, non-sublicensable, revocable licence, subject to the terms and conditions of this Agreement to use the CAP trade marks, knowhow, materials, content and deliverables (and all copyright and design copyright in them) (in whatever form), designs and other work relating to CAP and/or money coaching listed on or contained within the CAP website ([capuk.org](http://capuk.org)) or provided by CAP including training, resources, confidential information and advertising and promotional material (collectively the **"CAP Intellectual Property"**) to the extent necessary for delivery of the money coaching services.
7. You will not use the CAP Intellectual property for any purpose other than the delivery of the money coaching services and then only in accordance with this Agreement.
8. CAP will provide reasonable technical assistance to ensure you can access the money coaching materials and the platform to purchase additional resources and FAQs.
9. CAP will provide a course management tool allowing you to set up the money coaching course, access the licenced materials, manage participants, purchase resources and make available a budget building toolkit and resources to promote the course.

## Your obligations

10. You must ensure that CAP is paid (by you or your church as applicable) in accordance with the type of licence and payment option selected (either pay as you go licence or a subscription licence). CAP reserves the right to suspend or terminate the Agreement if any sum owing remains unpaid for a period of [3 months].
11. You must successfully complete the money coaching initial training provided by CAP and any mandatory refresher training at CAP's discretion (for example, in the event of a significant change to the money coaching materials). If you fail to participate in mandatory refresher training within 90 days of notification CAP may, at its discretion, require you to undertake compulsory re-training, (including the initial training), within 30 days. Should you fail to complete the compulsory re-training within that timeframe, or notify us that you do not intend to attend the training then CAP may terminate the Agreement immediately on notice.
12. You **must not**:
  - provide any advice (including “debt advice” as defined by the Financial Conduct Authority in Chapter 17 of its Perimeter Guidance) to participants in the course of money coaching. If you do then this is a material breach of the Agreement that would entitle CAP to terminate immediately on written notice;
  - influence any decisions made by money coaching participants about how to handle their finances - you are there to guide not influence;
  - recommend any financial products or services to participants; or
  - make recommendations as to a specific course of action.
13. You must inform CAP in advance if you move church and you wish to continue to provide money coaching in your new church to enable CAP to obtain the consent of your new church leader to provide money coaching in connection with your new church. You may have to apply for a new licence from CAP.
14. You must deliver the money coaching courses to the standard outlined in the training provided by CAP, and use all reasonable endeavours to provide a professional, friendly and positive environment for all participants.
15. You must behave in a way which is consistent with CAP's Statement of Faith (which can be seen in full at Appendix 1 to this Agreement) and in a way which upholds and protects CAP's brand and reputation at all times.
16. You shall not decompile, reverse engineer, disassemble, translate, make a derivative work of, modify or adapt the money coaching resources and materials provided by CAP. This also means that you cannot create and

disseminate any promotional or advertising materials promoting CAP and/or the money coaching course or which in any way contains any of the CAP Intellectual Property except as approved in advance by CAP or which has been provided by CAP. In addition you must not sell, sub-license, rent, lease or otherwise provide rights to the money coaching materials or other CAP Intellectual Property licensed under this Agreement to any third party except as permitted by this Agreement.

17. You must not charge participants for money coaching courses, sessions or services or for the use of any of the money coaching materials and resources produced by CAP.
18. It is your responsibility to ensure that appropriate insurances (including but not limited to public liability insurance) are in place for the provision of the money coaching courses, sessions and services provided by you pursuant to this Agreement.

### **Access and Security**

19. CAP owns and operates the CAP money coaching management platform via the [capmoney.org](http://capmoney.org) website. CAP acts as the Data Controller (as defined by the Data Protection Legislation) in respect of all information and personal data contained on this platform.
20. You are granted access to the CAP money coaching management platform during the term of this Agreement solely for the purposes of providing the money coaching courses, sessions and services only. This platform must not be used for any other purpose.
21. When accessing the CAP money coaching management platform, you must use a secure internet connection which is password protected. Unsecure internet connections, such as those without a password, or where the password is freely available are not permitted when accessing CAP systems (for example, WiFi available in coffee shops, hotels and trains).
22. CAP does not guarantee or warrant that the CAP money coaching management platform will be uninterrupted or error free. CAP reserves the right to suspend access to the CAP money coaching management platform:
  - to carry out necessary maintenance work, in which case CAP will endeavour to give you prior notice of any such suspension; or
  - without notice if you or your church are in breach of this Agreement.

## Intellectual Property Rights

23. All intellectual property rights in and to the CAP Intellectual Property and any new intellectual property rights that may be created or developed through your use or exploitation of the CAP Intellectual Property remain the sole property of and be vested in CAP.
24. Neither you nor your church shall acquire any right, title or interest in the CAP Intellectual Property except the limited right to use the CAP Intellectual Property to provide the money coaching services you are trained in by CAP and then strictly in accordance with this Agreement.
25. Neither you nor your church shall do or permit to be done anything that may weaken, damage or be detrimental to the CAP Intellectual Property, or jeopardise the registration of any CAP Intellectual Property or apply for or obtain registration of any trade mark in any country which consists of, comprises of is confusingly similar to any trademark of CAP.
26. All goodwill derived from the use by you (or your church) of the CAP Intellectual Property shall enure to and vest automatically in CAP. You agree, at CAP's request, to execute any and all documentation required by CAP to vest such goodwill in CAP or evidence such ownership.

## Confidentiality

25. The parties acknowledge that the terms of the Agreement (including the Terms of Licence) and any oral or written information obtained during the preparation and performance of this Agreement in relation to CAP's business, are regarded as confidential information.
26. Confidential information also includes all confidential information (however recorded, preserved or disclosed) relating to CAP's business, affairs, clients, supporters or suppliers and disclosed by CAP to you including, but not limited to, information which is marked or otherwise designated to show expressly or by implication that it is disclosed in confidence, or would be reasonably regarded as confidential.
27. The Parties shall maintain confidentiality of all such confidential information, and, without obtaining the written consent of the other Party, the Parties shall not disclose any confidential information to any third Parties save to the extent required by law.
28. All information obtained by you in the course of the money coaching shall only be used in the course of providing money coaching and for no other purpose.

## Data Protection

29. For the purposes of the Data Protection Act 2018, the UK General Data Protection Regulation or similar subsequent legislation as implemented under English law and in force in the United Kingdom (“Data Protection Legislation”). the parties acknowledge that each party is a separate data controller in respect of any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified directly or indirectly, in particular by reference to any identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, psychological, genetic, mental, economic, cultural or social identity of that natural person (“Personal Data”) the Parties each collect for the purposes of this Agreement.
30. CAP is the Data Controller in respect of Personal Data gathered directly by CAP systems (including [capmoney.org](https://www.capmoney.org)) to maintain personal details of money coaches, facilitate course bookings and participants accessing the budgeting tool worksheet.
31. You are the Data Controller in respect of any Personal Data gathered directly from participants by you at their instruction, or which you may hold relating to other money coaches.
32. The Personal Data will be shared between the parties to enable the delivery of the service. This will include sharing participant details via [capmoney.org](https://www.capmoney.org) to ensure you have knowledge of those booked onto money coaching.
33. The Personal Data will be shared via the [capmoney.org](https://www.capmoney.org) website.
34. As separate data controllers in respect of the Personal Data the Parties shall each comply with their obligations under the Data Protection Legislation.
35. To the extent that CAP is a Data Processor for the purposes of the Data Protection Legislation and in relation to such processing, CAP agrees that it shall:
  - a. only process data for the purposes of carrying out its obligations under the Agreement;
  - b. immediately inform you if in its opinion an instruction infringes applicable Data Protection legislation;
  - c. implement and maintain appropriate technical and organisational measures in relation to the processing so that the processing will meet the requirements of the Data Protection Legislation and ensure the protection of the rights of the data subjects and take all measures set out in Article 32 (security of processing) of the UK GDPR and EU GDPR as

applicable and as updated from time to time, in relation to the Personal Data;

- d. implement and maintain appropriate technical and organisational measures in relation to the processing so as to enable you to comply with your obligations to respond to requests for data subjects exercising their rights (including without limitation in respect of transparency, information, rights of data subject access, and rights to erasure and rectification);
- e. ensure that any employees who process the Personal Data keep it confidential, do not make independent use of it or have committed to confidentiality obligations;
- f. notwithstanding any other provision of the Agreement, not engage any sub-processors or allow access to the personal data to any third party without your prior specific written authorisation;
- g. inform you in advance of any proposed changes to sub-processors and allow you an opportunity to discuss and object;
- h. procure that any and all sub-processors are subject to equivalent data protection obligations as those imposed on CAP;
- i. provide such assistance, co-operation and information as you require to enable you to ensure compliance with the Data Protection Legislation including with respect to security of processing, data protection impact assessments, consultation with the Information Commissioner or supervisory authority; and any actions to be taken in respect of personal data breaches;
- j. delete all the Personal Data on termination of the Agreement except to the extent required to demonstrate that CAP has complied with its obligations under this Agreement or as otherwise required by law;
- k. make available to you all information, assistance and co-operation you reasonably require to demonstrate compliance with this Agreement and the Data Protection Legislation and at your cost permit and contribute to audits, including inspections conducted by you or an order you may appoint.

## Marketing

36. CAP has lawful grounds for communicating with you in relation to all money coaching related offerings, opportunities and promotions of money coaching due to the legitimate interest associated with the role you fulfil in delivering money coaching.

## Safeguarding

37. You agree and acknowledge that the responsibility for safeguarding in connection with money coaching sits with you. You must follow safeguarding



measures in order to protect any adults at risk receiving money coaching (or if a concern is raised about a child or children during the course of money coaching). It is for you to determine (in connection with your church where applicable) what these responsibilities are. As a minimum, CAP would suggest that your safeguarding responsibilities would include:

- Knowing who your church safeguarding officer is (or if money coaching is not being used in a church setting, the applicable safeguarding officer for the setting);
- Adhering to your church safeguarding policy (or the safeguarding policy applicable to the setting money coaching is being delivered in);
- Report any potential safeguarding concerns to the Church Safeguarding Officer (or other appointed safeguarding officer);
- Having a clear process for when it is necessary to inform public authorities about safeguarding concerns, and the grounds under the Data Protection Legislation that would permit this.

## Liability

38. No Party shall have any liability arising out of the Agreement for any special, indirect, incidental, punitive or consequential loss or damage arising from or out of or related to a breach of the Agreement.
39. Nothing in the Agreement shall limit either party's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.

## Ending the Agreement

40. This Agreement will terminate automatically if you fail to complete the initial training to CAP's satisfaction.
41. Pay as you go users can end their use of money coaching and terminate this Agreement at any time by giving 7 days advance written notice to [moneycoaching@capuk.org](mailto:moneycoaching@capuk.org).
42. Subscription users will remain active for as long as payment is being made to CAP in accordance with the subscription, money coaching is being delivered to participants and you comply with this Agreement. Where you do not undertake any money coaching services for a period of two years or more, CAP reserves the right to terminate the Agreement immediately on giving you notice.
43. Notwithstanding its other termination rights under this Agreement, CAP reserves the right to end this Agreement at any time at CAP's sole discretion upon not less than [14 days written notice] given to you by CAP if you:



- a. commit an irremediable breach of this Agreement;
  - b. commit a material breach of this Agreement which is capable of being remedied but you have failed to remedy such breach within 30 days after having received written notice from CAP requiring the same.
44. All rights and licences granted under this Agreement shall immediately cease on the Agreement being terminated and you (and were applicable your church) must immediately:
- a. cease using CAP's money coaching resources, including the money coaching management platform;
  - b. cease providing money coaching services (by no later than the end of any relevant notice period);
  - c. cease holding yourself out as having any connection with CAP.
45. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
46. Termination or expiry of these Terms of Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

## Relationship of the Parties

47. Nothing in this Agreement shall be construed as making any Party a partner in law or acting together in a joint venture. No Party is an agent, representative, partner or employee of any other Party.

## Entire Agreement

48. The Agreement (including these Terms of Licence incorporated into it) is the entire Agreement between the Parties and supersedes any prior agreement relating to the delivery money coaching in connection with CAP.
49. CAP reserves the right to modify this Agreement at any time and will update the Agreement in the event of any such amendments. CAP will notify you and your church of material changes to the Agreement at least 30 days prior to the change taking effect. If CAP does not receive an objection within 20 days you will be deemed to have agreed to the variation.

## General

50. Nothing shall prevent CAP seeking injunctive or other equitable remedy or relief in the event of any breach of this Agreement concerning the use or misuse of the CAP Intellectual Property.

51. Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
52. Any notice given under or in connection with this Agreement shall be in writing and shall be sent by email to the following addresses (or any other address substituted in writing by the party to be served prior to such notice being served): For CAP: [moneycoaching@capuk.org](mailto:moneycoaching@capuk.org). For you: CAP will use the email address contained in your Application form unless you have provided CAP with an updated one subsequent to this. Any notice shall be deemed to have been received at the time of transmission.
53. This Agreement (and any disputes or claims arising out of it) shall be governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales have exclusive jurisdiction.

## Appendix 1 - Statement of Faith

Christians Against Poverty seeks to equip the local church to reach their communities. We therefore ask that money coaches agree to partner with us in this vision.

We believe...

We believe in one God who is eternal and he created all things. We believe in the Trinity of God the Father, God the Son, and God the Holy Spirit. He is totally loving and completely Holy.

We believe that sin has separated each of us from God and his purpose for our lives and that Jesus Christ is the only one who can reconcile us to God. Jesus lived a sinless and exemplary life, died on the cross in our place, and rose again to prove his victory and empower us for life.

We believe that in order to receive forgiveness we must repent of our sins, believe in Jesus Christ, and commit to live by God's will for our lives. Through that process, we will gain eternal life with God.

We believe that the Bible is God's word and that it is applicable to our everyday lives. We believe that God has equipped us through the power and gifts of the Holy Spirit so we can achieve his purpose for our lives. That purpose is to worship him, fulfil our role in the Church and serve the community in which we live.

We believe that God wants to transform us so that we can live generous lives in order to help others.

We believe that the Lord Jesus Christ will one day return in power and glory.