



GINKGO & CEDAR LTD

trading as The Menopause Ascent Method™

TERMS AND CONDITIONS

Applies to: the Teams and Leaders training packages. Where an order for the Personal coaching package is placed by, or invoiced to, a business rather than an individual, these Terms also apply to that order.

Effective date: 1st August 2026 | Version: 01.1

1. Definitions and Interpretation

In these Terms, the following words have the following meanings:

- “Company”, “we”, “us” or “our” means Ginkgo & Cedar Ltd, a company registered in England and Wales under company number 17319032, whose registered office is at 54 Littledown Avenue, Bournemouth, United Kingdom, BH7 7AR (“Ginkgo & Cedar Ltd”).
- “Client”, “you” or “your” means the business, organisation or other entity named on the Order.
- “Order” means the Client's order for Services, as confirmed in writing (including by email) or via the Company's online checkout.
- “Services” means the Teams package, the Leaders package, and, where ordered by a business, the Personal package, each as described on the Company's website at menopauseascent.com and in the applicable Order, including any associated materials, templates, licences and the Menopause Aware Workplace Badge.
- “In-Person Event” means any live workshop or session delivered by the Company at a physical location, including the Leaders package workshop.
- “Contract” means the contract between the Company and the Client for the supply of Services, comprising the Order and these Terms.

Headings are for convenience only and do not affect interpretation. Words importing the singular include the plural and vice versa.

2. Application of These Terms

These Terms apply to every Order placed by a business, charity, public sector body, sole trader acting in a business capacity, or other organisation (together, “business clients”), to the exclusion of any other terms the Client seeks to impose or incorporate, unless expressly agreed in writing by an authorised representative of the Company.

A separate set of terms applies to Personal package clients ordering in a purely personal capacity; nothing in this document varies those terms.

By placing an Order, the Client accepts these Terms in full. The Contract is formed when the Company confirms acceptance of the Order in writing (including by automated email confirmation) or, if earlier, when the Company begins providing the Services.



3. Description of Services

Teams package

Online, asynchronous whole-organisation training (“Base Camp”) covering menopause awareness and psychological safety in the workplace; access to “Climbers Clubhouse” responsive support and resources for menopausal staff; a menopause policy template for the Client to adapt; and the Menopause Aware Workplace Badge.

Leaders package

Everything included in the Teams package, plus a live, in-person workshop delivered to the Client's leadership team, designed to equip leaders to hold conversations about menopause with confidence and to support wider cultural change beyond written policy.

Personal package (where ordered by a business)

One-to-one executive coaching, offered by application and subject to the Company's acceptance and availability.

The Company will exercise reasonable skill and care in delivering the Services and will keep the content of the Services under reasonable review to reflect current good practice, but does not guarantee any specific business outcome, cultural change, or level of staff engagement.

4. Orders

Quotations issued by the Company are valid for 14 days from the date of issue unless stated otherwise, and do not constitute a binding offer.

The Client is responsible for ensuring that the details in its Order (including the number of staff or leaders covered, and any nominated points of contact) are complete and accurate.

The Company may decline any Order at its discretion, including where capacity, scheduling, or the scope requested is not compatible with the Services as described.

5. Fees and Payment Terms

Fees for the Services are as set out in the Order and on the Company's website (or as separately quoted for bespoke arrangements) at the time the Order is placed.

All fees are exclusive of VAT. [Ginkgo & Cedar Ltd is not currently VAT registered / VAT will be added at the prevailing rate and shown on the invoice — delete as applicable].

Invoices are payable within 28 days of the date of the invoice, in full and without deduction or set-off, unless a different payment schedule has been agreed in writing.

If payment is not received by the due date, the Company reserves the right to: (a) charge interest on the overdue amount at 8% per annum above the Bank of England base rate from time to time, accruing daily from the due date until paid; and (b) suspend delivery of the Services, including any scheduled In-Person Event, until payment is received in full.



Where an Order requires payment before the Services are delivered, access to the Teams or Leaders materials, or the scheduling of any In-Person Event, will not be confirmed until that payment has cleared.

6. Cancellation and Rescheduling

No refunds once an order has been processed. Once the Company has processed an Order — which includes, without limitation, provisioning online access, allocating trainer or coaching time, or booking travel or a venue for an In-Person Event — that Order is non-refundable and non-cancellable for a refund.

If the Client needs to change the date of a confirmed In-Person Event (including the Leaders package workshop), the Company will use reasonable endeavours to agree a mutually acceptable alternative date, subject to trainer and venue availability. Rescheduling is offered on a reasonable-efforts basis and is not guaranteed, and the Company may charge reasonable additional costs it has already incurred (such as non-recoverable venue or travel costs) as a condition of rescheduling.

Requests to change a date should be made in writing with as much notice as possible. The Company may decline a rescheduling request, or treat the Order as complete without further obligation, where the request is made with less than [insert notice period, e.g. 10 working days] notice of the original date.

This clause does not affect the Client's right to terminate for the Company's uncured material breach under Clause 13, or any right that cannot lawfully be excluded.

7. Client Obligations

- provide the Company with timely access to relevant staff, information, scheduling decisions and (for In-Person Events) suitable premises and facilities;
- ensure that any online access credentials or licensed materials are used only by the Client's own staff, and not shared with, or resold to, any third party;
- use the menopause policy template, training content and Menopause Aware Workplace Badge only for the Client's own internal purposes, and not represent that the Company has reviewed or certified the Client's finished policy unless expressly agreed;
- obtain any consents needed from its staff to participate in training and (where applicable) to the Company's reasonable processing of attendance or engagement data.

8. Intellectual Property

All intellectual property rights in the Services, including training content, course materials, the policy template, and the Menopause Ascent Method™ name and materials, belong to the Company or its licensors.

On payment in full, the Company grants the Client a non-exclusive, non-transferable licence to use the materials provided as part of the Services for the Client's own internal business purposes, including adapting the policy template for the Client's own use. No other rights are granted, and the Client must not reproduce, resell, sublicense, or publish the Company's materials without prior written consent.

The Menopause Aware Workplace Badge is licensed to the Client for use while the underlying Teams (or Leaders) package remains current, on terms the Company may notify to the Client from time to time (for example, as to size, placement or accompanying wording).



9. Confidentiality

Each party will keep confidential any non-public information it receives from the other in connection with the Contract, and will use it only to perform the Contract, except where disclosure is required by law or regulation, or to that party's professional advisers under equivalent obligations of confidentiality.

10. Equality Act 2010 and Menopause Workplace Guidance

The Services are designed to help the Client understand its obligations under the Equality Act 2010 as they relate to menopause (including as a matter that may engage the protected characteristics of sex, age and, in some circumstances, disability), and to reflect the direction of the Government's menopause workplace guidance.

The Company will use reasonable efforts to keep training content aligned with published guidance as it develops. However, the Services are provided to support, and do not replace, the Client's own legal compliance: the Company does not warrant that completing the Services will, by itself, ensure the Client's compliance with the Equality Act 2010, any related legislation, or any future statutory menopause guidance, and the Client remains responsible for obtaining its own legal advice on its specific obligations.

11. Data Protection

Each party will comply with its obligations under the UK GDPR and the Data Protection Act 2018. Where the Company processes personal data on the Client's behalf (for example, staff names and email addresses for the purpose of providing online access), the Company will process that data only as reasonably necessary to deliver the Services and in accordance with its privacy notice, available on request.

12. Limitation of Liability

Nothing in these Terms excludes or limits either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

Subject to the paragraph above, the Company's total liability to the Client arising out of or in connection with the Contract, whether in contract, tort (including negligence) or otherwise, will not exceed the total fees paid by the Client for the Services under the Order giving rise to the claim.

Subject to the first paragraph of this Clause, the Company will not be liable for any indirect or consequential loss, or for loss of profits, business, goodwill, or anticipated savings.

13. Term, Suspension and Termination

The Contract continues until the Services under the relevant Order have been delivered, or (for any ongoing access, such as Climbers Clubhouse) for the period stated in the Order.

Either party may terminate the Contract by written notice if the other commits a material breach of these Terms which is not remedied within 14 days of being asked to do so in writing, or if the other becomes insolvent.



Termination does not affect any fees already due under Clause 5, or the cancellation position under Clause 6.

14. Governing Law and Jurisdiction

These Terms, and any dispute arising out of or in connection with them or their subject matter, are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction, save that the Company may bring proceedings to recover unpaid sums in any jurisdiction where the Client is located or has assets. [Confirm if a different jurisdiction, e.g. Scotland or Northern Ireland, should apply to a given Client.]

15. Force Majeure

Neither party will be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including illness, industrial action, extreme weather, or failure of third-party systems. If such an event continues for more than 30 days, either party may terminate the affected Order by written notice, in which case Clause 6 governs any amounts already paid.

16. General

- Entire agreement: the Contract (Order plus these Terms) is the entire agreement between the parties regarding the Services, and supersedes all prior discussions or representations.
- Variation: no variation of the Contract is effective unless agreed in writing and signed by both parties.
- Assignment: the Client may not assign or transfer the Contract without the Company's prior written consent. The Company may assign the Contract to a successor to its business.
- Severability: if any provision of these Terms is held unenforceable, the remaining provisions continue in full force.
- Third party rights: no one other than the parties to the Contract has any right to enforce any of its terms.
- Notices: notices under the Contract must be given in writing by email to the address the parties use for the Order, or such other address as either party notifies to the other.

Contact

Ginkgo & Cedar Ltd — trading as The Menopause Ascent Method™

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