

General Terms of Use for The Life Wheel

These Terms of Use ("Terms") govern your access to and use of The Life Wheel ("the Tool"), which is owned and operated by Fi-Nix Group Ltd ("we", "our", or "us"). By accessing or using the Tool, you ("the User" or "the Organisation") agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Tool.

1. License to Use

Subject to these Terms, we grant the Organisation a non-exclusive, non-transferable, revocable license to use the Tool for its intended purpose within the Organisation. The Tool is provided for use only by organisations that follow the ethical and quality guidelines within our charter, and who implement support/clinical strategies and approaches that are predicated/focussed on quality of life for people who use services. Whilst this tool is open access to encourage best practice and enhance quality of life for people who use services, only those organisations who have received Fi-Nix Group Ltd (or a finix accredited training provider affiliated with Fi-Nix Group Ltd) training on the "life wheel" can call themselves an accredited life wheel organisation in any organisational literature, etc.

The life wheel is available to use, for free, by organisations, to aid improving outcomes and quality of life for people who use services. Fi-nix group ltd have released the tool for open use in order to reduce barriers to the tool from organisations that may not have the resources to purchase the tool for use. Nevertheless, there is an "honesty pricing policy", whereby we request that organisations that are able to, pay the relevant nominal annual pricing based on their individual organisational status, for use of the life wheel. This "honesty" payment is for use of the wheel, and is separate to any payments for accredited status, or training which may be procured separately if the organisation wishes to do so.

2. Prohibition on Unauthorised Use

The Tool must not be sold, leased, distributed, or otherwise made available for profit by any party other than Fi-Nix Group Ltd, unless such party has obtained a prior written licence from Fi-Nix Group Ltd to do so. Any unauthorised use of the Tool is strictly prohibited and will result in the immediate termination of use by the organisation, as well as possible legal action towards the organisation.

3. Intellectual Property Rights

All intellectual property rights in and to the Tool, including but not limited to copyright, trademarks, and patent rights, are owned by Damien Ellis and Fi-Nix Group Ltd. The User agrees not to infringe upon these rights and acknowledges that all use of the Tool's intellectual property will benefit Fi-Nix Group Ltd exclusively.

4. Ethical and Quality Considerations

The Organisation agrees to adhere to the ethical and quality considerations set out within The Life Wheel Organisational Charter. This includes, but is not limited to, using the Tool in a manner that promotes integrity, respect, and fairness.

5. Accreditation

Only organisations that have received training on the use of The Life Wheel via Fi-Nix Group Ltd or a Fi-Nix accredited training provider are allowed to state accredited provider status in any communications, literature, etc. Formal accreditation is subject to relevant training being completed, and separate organisational fees for the accreditation and training package – however any organisation can use the “life wheel” as a non accredited provider on the understanding that they agree to the terms as set out in this document and uphold the ethics and practice within The Life Wheel Organisational Charter.

6. Citation

If the Tool is cited in any literature, research, presentations, or any other form of publication, explicit credit must be given to Damien Ellis/Fi-Nix Group Ltd as the source of The Life Wheel.

7. Disclaimer of Warranties

The Tool is provided "as is," without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, or non-infringement.

8. Limitation of Liability

Fi-Nix Group Ltd shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the Tool; (b) any conduct or content of any third party on the Tool; or (c) unauthorised access, use, or alteration of your transmissions or content.

9. Amendments to Terms

Fi-Nix Group Ltd reserves the right to amend these Terms at any time. By continuing to access or use the Tool after amendments become effective, you agree to be bound by the revised Terms.

10. Governing Law

These Terms shall be governed and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of law provisions.

11. Contact Information

For any inquiries or concerns regarding these Terms, please contact us at finixgrouppltd@gmail.com or via the contact form on the website, at www.finixgrouppltd.com