



**ASCEND PERFORMANCE
COACHING**

Standard Terms and Conditions for the Purchase and Sale of Training Services

These Terms and Conditions are the standard terms of engagement for Coaching Services from Vicky Henderson t/as Ascend Performance Coaching of 32 Springfield Road, Cirencester, GL7 1SH. By entering into a Coaching Agreement with Ascend Performance Coaching you are agreeing to abide by these Terms & Conditions.

1. Definitions and Interpretation

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

'1-2-1 Coaching' mean the provision of coaching to individuals on a 1-2-1 basis.

'Coach' means Vicky Henderson

'Coaching Agreement' means the detailed plan of activity that will take place between the Coach and You.

'Contract' means the agreement for the purchase and sale of Services, as explained in Clause 2.

'Delegate' mean the individual attending the course.

'In House Coaching' mean the provision of bespoke coaching plans for a specific corporate customer; delivered at their office or chosen venue.

'Price' means the price payable for Services.

'Services' means the provision of Coaching provided to You under the Contract. 'You/Your/Yours' means the individual or organisation for whom We provide Our Coaching.

'Session' means an allotted time for the delivery of our services.

'We/Us/Our' means Vicky Henderson t/as Ascend performance Coaching and includes all employees and agents of Vicky Henderson t/as Ascend performance Coaching.

'Writing' includes electronic mail, facsimile transmission and comparable means of communication.

2. The Contract

2.1. Any proposal and/or Coaching Agreement given by Us shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

2.2. These Terms & Conditions and any proposal and/or coaching agreement provide by Us constitute the entire Contract between You and Us.

2.3. A contract between us will not be formed (start date) until we send you confirmation by e-mail your payment has been accepted and the agreed session dates booked.

2.4. The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

2.5. These Terms & Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

3. Coaching

3.1. Services specific to this Contract will be outlined in our Coaching Agreement.

3.2. We reserve the right to make any changes in the specification of the Services which are required to conform with any statutory requirements at any time during the term of the Contract.

3.3. We can allow others (either in our place or together with us) to provide the Services without notice to you. If other persons perform the Services, we will still continue to be responsible for the performance of the Services and our obligations under this contract.

3.4. Any additional services or variations to the services will only be undertaken upon acceptance of a separate agreement with all costs to be agreed by both parties, in writing, before the services commence.

4. 1-2-1 Coaching

4.1. Your session dates & times are not guaranteed until full payment has been received.

4.2. If You need to rearrange a coaching session You must provide at least 48 hours' notice.

4.3. All sessions must be completed within:

4.3.1. Seven (7) weeks from date of payment for a 6-week plan.

4.3.2. Four (4) months from date of first payment for a 3-month plan.

4.3.3. Eight (8) months from date of first payment for a 6-month plan.

4.4. No refunds will be given for unused coaching sessions.

4.5. In exceptional circumstances We may need to rearrange a coaching session. In those instances, We will also give You 48 hours' notice where practical.

5. In House Coaching

5.1. Where We are required to perform the Services on Your premises, You agree to provide a full and safe working environment for Our staff and contractors including any relevant safety wear and equipment as may be necessary in performing the required Services.

5.2. You agree to ensure that the Our staff and any sub-contractors engaged by Us are informed of all relevant health & safety requirements of Your site at the outset of any Services performed.

5.3. You agree to have in place suitable employer's liability and public liability insurance at all times that the Services are performed by the Institute on Your premises.

5.4. Corporate customers (customers who book in-house courses) will be responsible for their employees and all obligations under these Terms, including but without limitation payment for Services. Corporate customers shall use all reasonable efforts



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to ensure that any employees booked on coaching sessions attend such sessions.

- 5.5. In order to protect the welfare of Our Coaches We have a zero-tolerance approach to any forms of aggression or disruption. Any Delegates who disrupt the class or are rude or abusive to any trainer will be asked to leave the training course and will not be refunded for such course.
- 5.6. We reserve the right to invoice an additional amount for sessions where the agreed maximum number has been exceeded, unless agreed upon prior to the session date. We do not offer discounts for fewer attendees.
- 5.7. Due to unforeseen circumstances, we may need to cancel booked sessions, in such cases we offer the replacement future booking free of charge. We do not provide compensation packages for sessions that do not proceed.
- 5.8. You can request to reschedule a session providing the new date is within four (4) weeks of the original date. A session may only be rescheduled once.
- 5.9. All sessions must be completed within the contracted period as specified in the proposal. No refunds will be given for unused sessions.

6. Price and Payment

- 6.1. Prices specific to this Contract will be outlined in our proposal.
- 6.2. For all 1-2-1 Coaching payment is due as follows:
 - 6.2.1. For the six (6) week plan full payment is required on booking.
 - 6.2.2. For three (3) or six (6) month plans payment is due monthly in advance. You will be invoiced at the time of booking at which time the first payment becomes due. The remaining payments will be payable as per the schedule set out in the proposal and/or Coaching Agreement.
- 6.3. For all In House Coaching there will be an initial booking fee of 50% of the total price required to be paid at the time of booking. The remaining balance of the total price will be paid, at latest, the day before the first assessment or group coaching sessions take place.
- 6.4. All invoices are payable within 14 days of date of invoice. If initial payments are not received in this timeframe then our proposal and/or Coaching contract will be withdrawn as per clause 2.1.
- 6.5. Additional charges may be applied for travel, accommodation and subsistence depending on the location where the Services are to be provided and the Term of this Contract. All additional charges will be agreed with You in advance.
- 6.6. In the event that this Contract is terminated by You prior to completion of the Services but where the Services have been partially performed, We will be entitled to pro rata payment of the Price to the date of termination provided there has been no breach of contract on Our part. Performance includes pre-course preparation.
- 6.7. The Price as stated in the Contract does not include Value Added Tax ("VAT"). All payments are due in Pounds Sterling.

6.8. Our preferred method of payment is by Standing Order or Direct Debit, however we also accept payment by BACS/Faster Payment. Our bank details are on Our Invoice.

6.9. If payment of the price or any part thereof is not made by the due date, We may:

- 6.9.1. Cancel the Contract or suspend any further provision of the Services to You with immediate effect. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the Services,
- 6.9.2. exercise our statutory right to charge interest at 8% above the Bank of England base rate on late business debts under provisions in the Late Payments of Commercial Debts (Interest) Act 1998.
- 6.9.3. Charge You the costs of recovery of any outstanding amount including legal costs and disbursements and charge any Bank charges incurred on representing cheques or requesting special clearance thereof.

7. Notice of Your Statutory Right to Cancel (Individuals only)

- 7.1. If You are an Individual (consumer) you have a statutory right to cancel this contract within fourteen (14) calendar days starting on the day We confirmed receipt of your payment.
- 7.2. You should you send your cancellation notice to Us in writing via post or email.
- 7.3. Notice of cancellation is deemed to be served as soon as it is posted/sent.
- 7.4. If you have booked, and attended, any coaching sessions within this period, or if we have, at your request, incurred costs in preparing for your first session, you will be liable to pay all such costs.

8. Right of Termination

- 8.1. We reserve the right to terminate the Contract with immediate effect in the event of any of the following:
 - 8.1.1. that You become insolvent or enter into some form of insolvency arrangement.
 - 8.1.2. that You suspend, threaten to suspend, cease or threaten to cease to carry on, all or substantially the whole of Your business;
 - 8.1.3. that You (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing Your own affairs or become a patient under any mental health legislation.
- 8.2. In the event that either Party breaches a material provision under this Contract, the non-defaulting Party may terminate this Contract immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
- 8.3. Without limiting Our other rights or remedies, We may terminate this Contract with immediate effect by giving written notice to You if You fail to pay any amount due under this Contract on the due date for payment.
- 8.4. All notices of termination of the Contract should be submitted to the other Party in Writing.



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9. Consequences of Termination

- 9.1. On termination of the Contract for any reason You shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt.
- 9.2. The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 9.3. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

10. Our Liability

- 10.1. Nothing in these Terms shall limit or exclude our liability for:
 - 10.1.1. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
 - 10.1.2. fraud or fraudulent misrepresentation;
 - 10.1.3. or any other liability which cannot be limited or excluded by applicable law.
- 10.2. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of an act or omission of the indemnifying party, its respective affiliates, officer, agents, employees and permitted successors and assigns that occurs in connection with this Contract. This indemnification will survive the termination of this Contract.

11. Events Outside of Our Control (Force Majeure)

- 11.1. We shall not be liable for any delay or failure to perform any of Our obligations if the delay or failure results from events or circumstances outside Our reasonable control. These include, but are not limited to, acts of God, power failure, internet service provider failure, industrial action, war, fire, explosion, acts of terrorism, governmental action, epidemic or other natural disaster, or any other event that is beyond Our control, and We shall be entitled to a reasonable extension of Our obligations. If the delay persists for such time as We consider unreasonable, We may, without liability on Our part, terminate the Contract.
- 11.2. If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under sub-Clause 6.1 above.

12. Communication and Contact Details

- 12.1. We are committed to providing you with a high-quality and effective service. If you would like to discuss how our service could be improved or if you are dissatisfied with the service you are receiving, please let us know by contacting Vicky Henderson by telephone at 07975 742975, by email vicky@ascendperformancecoaching.com

13. Intellectual property rights (including copyright)

- 13.1. All materials provided for Our Coaching including graphics, code, text products, software, audio, music and design are owned by Us. No content in whole or in part of Our materials may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way without Our prior written permission. Any such use is strictly prohibited and will constitute an infringement of Our copyright and other intellectual property rights or in the case of material licensed to Us, the owner of such materials.
- 13.2. Any sound or video recording by clients or attendees during sessions is strictly prohibited. Any clients or attendees who are observed recording a classroom course will be asked to delete the recording and will be asked to leave the course. Clients or attendees who breach this clause will not be entitled to a refund.

14. Confidentiality

- 14.1. Personal information or business information supplied by clients in coaching sessions will be treated as confidential. It will not be disclosed to a third party without the client's prior permission, save where required by law or where action might be necessary to prevent harm to the client or someone else.

15. Data Protection

- 15.1. 'Data Protection Legislation' refers to all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).
- 15.2. All personal information that We may collect (including, but not limited to, Your name, postal address, email address and telephone number) will be collected, Used and held in accordance with the provisions of Data Protection Legislation as defined in clause 15.1.
- 15.3. How We collect, Use, and store Your personal information is set out in Our privacy policy.
- 15.4. In certain circumstances, and with Your consent, We may pass Your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Legislation as defined in clause 15.1 and should Use and hold Your personal information accordingly.
- 15.5. We will not pass on your personal information to any other third parties for marketing purposes without first obtaining your express consent.

16. Other Important Terms

- 16.1. In the event that any of the provisions of the Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.
- 16.2. The contract between You and Us for the sale of Coaching Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by You, without Our prior written consent.



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16.3. No failure or delay by Us in exercising any of Our rights under this Contract means that We have waived that right, and no waiver by Us of a breach of any provision this Contract means that We will waive any subsequent breach of the same or any other provision.

17. Governing Law and Jurisdiction

17.1. This Contract shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.