

# Your Coaching Journey Ltd

## COURSE BOOKING TERMS AND CONDITIONS

### 1. BASIS OF AGREEMENT

1.1 These terms apply to any course offered by Your Coaching Journey Ltd (“the Company”) from time to time. Such courses may include:

- (a) The Coaching Certificate; and
- (b) The Transformational Coaching Diploma. (Courses)

1.2 [www.yourcoachingjourney.co.uk](http://www.yourcoachingjourney.co.uk) (“site”) are owned and operated by Your Coaching Journey Ltd, business address at 10 Bremridge Close, Barford, Warwickshire, CV35 8DG.

1.3 Any Order which you seek to place with the Company through the Company’s website or otherwise constitutes an offer by you to purchase a place on the relevant Course subject to these terms and conditions to the exclusion of all other terms and conditions.

1.4 Your Order shall only be deemed to be accepted by the Company when the Company notifies you in writing, usually by email, that your application is approved on which date (the Commencement Date) a contract between you and the Company shall come into existence on the basis of these terms and conditions and any additional terms set out in the Company’s notification of approval (the Contract).

1.5 The Contract constitutes the entire agreement between you and the Company. You shall not be entitled to rely on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

1.6 Any example coaching or training sessions or presentations, descriptive matter or advertising issued by the Company and any illustrations or descriptions of the Courses contained in our catalogues, brochures or website are issued or published for the sole purpose of giving an approximate idea of the Courses described in them. They shall not form part of the Contract or have any contractual force except where expressly provided in these Terms and Conditions.

### 2. SUPPLY OF SERVICES

2.1 Subject to receipt of the Charges by the Company in full we shall supply the Course to you in accordance with section 1 of this agreement.

2.2 We shall have the right to make any changes to the Course which are necessary to comply with any applicable law or safety requirement which do not materially affect the nature or quality of the Course, or which we consider desirable or appropriate in connection with the Course.

### **3. CHARGES AND PAYMENT**

3.1 The charges for the Course (the Charges) shall be as described on our website at the Commencement Date.

3.2 Payment in full of the Charges shall be received by the Company in cleared funds no later than 4 weeks before date of commencement of the course, unless by prior written agreement with Your Coaching Journey Ltd.

3.3 Should the Charges not have been paid in accordance with the Contract you will not be permitted to commence the Course.

3.4 Subject to clause 4, Charges are non-refundable.

### **4. CANCELLATION**

4.1 You may cancel the Agreement by notice in writing at any time up to 14 days after the application approval date (subject to clause 4.4). It is your responsibility to ensure and confirm that any notice of cancellation has been received by the Company and that you have received an acknowledgement of receipt from the Company. In the event of your cancelling the Agreement in accordance with clause 1 of this Agreement the Company will refund any deposit paid by you.

4.2 In the event of your cancelling the Agreement other than in accordance with clause 4.1 any deposit or Charges paid will be retained by the Company as outlined below.

4.3 In the event of your being unable to attend a course on the dates you originally booked the Company will use reasonable endeavours to accommodate requests for transfers to alternative dates or alternative courses but shall be under no obligation to grant such requests. If it is not possible to arrange for you to attend an alternative course any deposit or Charges paid will be retained by the Company.

4.4 All course cancellations must be sent to us in writing by email to [tomdillon@yourcoachingjourney.co.uk](mailto:tomdillon@yourcoachingjourney.co.uk). We cannot accept verbal course cancellations.

- If booking is cancelled with less than 6 weeks' notice of the start date, the course deposit (50%) will be retained as a cancellation fee, unless you are able to transfer to another course date in which case no cancellation fee will apply.
- If booking is cancelled with less than 4 weeks' notice of the start date, the full course balance will be retained as a cancellation fee.

This policy applies for all course bookings made with us, over the phone or through our website ([yourcoachingjourney.co.uk](http://yourcoachingjourney.co.uk))

4.5 Substitute delegates cannot be used, unless approved in writing by the Company.

## **5. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

5.1 Where events outside of our control, such as unavailability of key personnel or key materials without which we cannot provide the services or the products, mean that a particular element of the course cannot be delivered on the agreed date, we will liaise with you to rearrange dates and continue with the course within an extended time period.

5.2 Where rearrangement is not possible, we may have to cancel an order before the start date for the course. If this happens:

- we will promptly contact you to let you know
- if you have made any payment in advance for a course that has not been provided to you, we will refund these amounts to you

## **6. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY**

6.1 We have spent considerable time and costs in the development of our coaching and training systems and processes and all the information which we, our employees, agents or subcontractors provide in relation to the Course and in the materials, including but not limited to information provided orally, in writing or electronic form and delivered in lectures, seminars, discussions, coaching and training sessions (the Materials). You acknowledge and agree that such information and materials may be confidential in nature

and contain valuable trade secrets, technical and commercial know-how, specifications, inventions, processes and initiatives. You shall not make or permit the making of any copies, reproductions, recordings, interpretations or analysis of course materials and shall restrict disclosure of any confidential information to such of your employees, agents or subcontractors as need to know it for the purpose of performance of the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality and obligations prohibiting the reproduction of materials corresponding to those which bind you.

6.2 All Intellectual Property Rights (defined below) in or arising out of or in connection with the Contract and in the Materials shall be owned by the Company and nothing in the Contract shall grant you any Intellectual Property Rights.

6.3 For the purposes of this clause 6, Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

6.4 This clause 6 shall survive termination of the Contract.

## **7. LIMITATION OF LIABILITY**

7.1 Nothing in these Conditions shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.2 Subject to clause 7.1:

- (a) we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any

indirect or consequential loss arising under or in connection with the Contract; and  
(b) our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charges paid under the Contract.

7.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.4 This clause 7 shall survive termination of the Contract.

## **8. TERMINATION**

8.1 Without limiting our other rights or remedies, we shall have the right to terminate the Contract or cancel any Order immediately by notice to you.

## **9. GENERAL**

9.1 Force majeure:

(a) For the purposes of this Contract, Force Majeure Event means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

(b) We shall not be liable to you as a result of any delay or failure to perform our obligations under this Contract as a result of a Force Majeure Event.

(c) If the Force Majeure Event prevents the Company from providing any of the Services for more than 6 months, we shall, without limiting our other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

9.2 We may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party.

9.3 If you act in any way which in our opinion is likely to cause any harm or nuisance to any person at the Workshop, you shall be required to leave the Workshop and we shall not be liable to refund your Registration Fee or any other payment.

9.4 No failure or delay by the Company in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.

9.5 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

9.6 Except as set out in these terms and conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Company.

9.7 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.