

## **POTENTIAL 4 SUCCESS**

### **Terms and Conditions**

The following terms and conditions apply to the “Agreement” (see definition below) and each future request received by the “Life Coach” from the Client (see definition below) from time to time unless otherwise agreed in writing. The communication of a request by the “Client” for the supply of services and/or materials shall amount to the Client's acceptance of these terms. These terms shall take precedence over any terms and conditions of the Client, whether attached to, enclosed with or referred to in any purchase order of the Client or elsewhere. They may not be varied except by written agreement between the Life Coach and the Client.

### **Definitions**

“Agreement” the terms and conditions as set out herein.

“the Life Coach” means Mary Rose Harman trading as Potential 4 Success

“the Client” means the person, firm or company described as such overleaf

“Forms” include any of the forms used by the Life Coach

“Trademark” means the business name with logo Potential 4 Success

“Price” means the price for the order as set out overleaf

### **Parties**

This Agreement is made between Potential 4 Success (“the Life Coach”) and “the Client” relating to the provision of services by the Life Coach. Please read this Agreement carefully before accessing the Services. By using the Services you agree to be bound by all the terms and conditions set out herein.

### **Services**

The Life Coach provides access by way of face-to-face, internet and telephone. ("The Services").

### **Charges**

The charges for the Services are as follows. A free introductory half hour consultation will be provided by phone. Thereafter charges will be applicable to each one hour session or series of sessions by phone, internet or face to face, as agreed by confirmation of booking. Mileage will apply where applicable. No VAT applicable.

**Payment Method**

Payment for the Services is either by way of cheque or cash. Cash may be given at the face-to-face session, before the commencement of the session, if agreed with the Life Coach at the time of booking and cancellation terms remain applicable (see cancellation rights section). Cheque payments, made payable to Potential 4 Success in advance, are subject to clearance before commencement of telephone or face to face sessions. Any variation to the payment method must be agreed with the Life Coach at the time of booking.

**Indemnification**

The Client agrees to fully defend and indemnify the Life Coach against any loss, damages, costs and claims from viewing or use of the Services.

The Life Coach shall not be liable for any damage and or loss as a result of the Clients negligence, acts and or omissions either knowingly or otherwise.

In the event that any liability is apportioned the Life Coach's liability for all and or any claims shall not exceed the total amount paid under the invoice.

**Cancellation Rights**

No refunds will be made for any booked Services unless at least 24 hours notice by email or in writing is given to the Life Coach within the cancellation period. If agreement, with the Life Coach, is made to pay in cash, prior to a face to face session and the client cancels the session in accordance with these cancellation rights, a no refund policy will be implemented and an invoice sent to the client for immediate payment.

Unless the Life Coach has agreed with the Client to the contrary the Client does not have the right to cancel this contract if the Life Coach has provided the services to the Client and performed the contract with the Client.

**Postponement**

Unless otherwise agreed between the Life Coach and the Client in writing the Life Coach will charge the 100% fee once the Life Coach has departed for the session or within less than one hour before commencement of a booking time for a telephone coaching session.

Should the postponement occur before the Life Coach departs for the session or more than one hour before commencement of a telephone coaching session, 50% of the fee will be charged to the client.

Fees for cancellation and postponement will apply irrespective of the reasons for them or the payment method by cheque or cash, specifically including but not limited to; weather conditions, acts of god, nature, war, terrorism, civil disturbances and the fault of a third party.

### **Availability of Services**

No refunds will be made for any missed appointment unless the Client cancelled such appointment in accordance with this Agreement giving at least 24 hours notice to the Life Coach by email or in writing. The Life Coach will only be available for the full period of the session commencing at the agreed time.

Life Coaching services may be offered or withdrawn from the client, at any time, dependent upon the suitability of the client to undertake the process of Life Coaching, as determined by the Life Coach. In such an event, if an individual session has not been completed, a full refund of that session will be given. If a group of sessions has been booked any sessions not completed will be refunded pro rata to the fee already paid.

### **Copyright**

All images, materials and Trademark contained in the business stationery, advertising, promotional and any associated material of Potential 4 Success's business including the website is owned or licensed to Potential 4 Success and protected by the copyright laws of England.

### **Data protection and privacy**

Any information collected from the Client shall be kept confidential and will not be shared with any third party, unless the Client has agreed to do so by signing the relevant Forms.

The Client accepts the risk that data transmitted electronically to the Life Coach via this website or otherwise may be intercepted before reaching the Life Coach, or accessed from the Life Coach's data storage means by third parties unauthorised by the Life Coach, and may be exploited unlawfully by

such unauthorised third parties. The Life Coach does not assume responsibility for guarding against the acts of such unauthorised third parties.

We are committed to protecting your privacy. We will:-

- only use the Clients registration information to monitor and track enquiries within Potential 4 Success
- only use the Clients personal details to respond efficiently to the Client's enquiry
- use aggregate ( anonymous) data to provide statistical analysis to help understand usage patterns within Potential 4 Success
- reserve the right to contact the Client to participate in surveys designed to evaluate and improve the service unless the Client advises the Life Coach in writing not to do so.
- If changes to the Potential 4 Success privacy policy are required Potential 4 Success will post those changes on the website in order that our users are always aware of what information Potential 4 Success holds and how it is used.

### **Your Warranties**

The Client agrees and warrants that the information the Client has provided to register for the Services is true and correct, and that the client does not have any mental or physical medical condition or illness which will be affected by the Life Coaching Service given by the Life Coach. By acceptance of these terms the client has confirmed they are mentally and physically suitable and agree for Life Coaching to take place and they have taken any necessary advice by an appropriate practitioner, should they be any doubt as to their suitability. If any information, in the Clients registration, changes the Client will notify the Life Coach immediately.

### **Liability**

The Life Coach shall not be liable to the Client for any breach of this Agreement of delay or failure to provide the Services if the delay or failure was caused by matters beyond the Life Coach's reasonable control including acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes, weather of exceptional severity, unavoidable hardware or software failures, or acts of local or central government or other authorities.

To the extent permitted by applicable law, we disclaim all warranties and representations (whether express or implied) as to the accuracy of any

information contained on the Website and e-mail updates. We do not guarantee that these will be fault free and do not accept liability for any errors or omissions.

In no event shall the Life Coach be liable for any loss of profit, revenues, goodwill, opportunity, business, anticipated savings or other indirect or consequential loss or personal injury of any kind in contract, tort (including negligence) or otherwise arising out of use of the Website, Services and or products provided save where such liability cannot be excluded by law.

### **General**

The terms of this Agreement are subject to English law and the exclusive jurisdiction of the Courts of England and Wales.

The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded to the fullest extent permitted by law.

If any of the terms of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other terms of this Agreement and the remainder of the provision in question shall not be affected

No failure by the Life Coach to implement or enforce any of the terms of this Agreement shall operate as a waiver of such rights or prejudice its rights under this Agreement in any other way. Your acceptance of this Agreement denotes a declaration by you that you understand the restrictions on our Service.

### **Complaints**

Potential 4 Success has made provision for all and or any Client's who may wish to raise any issues in respect of the quality and or dissatisfaction of the level of service howsoever arising to be directed to Mary Rose Harman via e-mail: [enquiries@potential-4-success.co.uk](mailto:enquiries@potential-4-success.co.uk) or telephone the current contact number, shown on the Potential 4 Success website.

### **The Life Coach's Website**

By using the Potential 4 Success website you are indicating that you have legal authority to accept these terms and conditions. This website contains

proprietary notices and copyright information, which you agree to observe and follow.

The Life Coach does not and cannot review all communications and/or materials posted on its website, and, as such, are not responsible in any manner for the content of posted communications or materials.

Information may be changed or updated without notice.

The Life Coach gives no warranty that the website will always be accessible and accepts no liability for any loss which may result when the website is not available.

Potential 4 Success may contain links and advertisements from other websites, however these other websites are not controlled by Potential 4 Success and Potential 4 Success is not responsible for any content contained on any such website or any loss suffered to the Client in relation to such websites.

**Disclaimer**

Potential 4 Success uses reasonable efforts to ensure the accuracy, the correctness and reliability of the content of Potential 4 Success's website but the Life Coach does not make any representations or warranties as to the contents accuracy, correctness or reliability.