

TERMS AND CONDITIONS OF BUSINESS OF JAMES ASHFORD

1 DEFINITIONS

The following expressions shall have the following meanings:

- 1.1 “Coach” means JAMES ASHFORD of ASHFORD ENTERPRISES Ltd
- 1.2 “Client” means any party who enters into a contract for coaching Services with the Coach;
- 1.3 “Application Form” means a booking document, registration form, letter of engagement, scope document, any coaching product/service purchased from JamesAshford.com, quotation or other written instruction describing the Services and requesting a contract for those Services;
- 1.4 “Services” means the coaching services as described in the Application Form and these Terms and Conditions;
- 1.5 “Fees” mean the payment for Services as outlined in these Terms and Conditions and the Application Form;
- 1.6 “Terms and Conditions” means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Coach;
- 1.7 “Intellectual Property Rights” means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, know-how, confidential information or process, any application for any of the above, and any other Intellectual Property Right recognised in any part of the world whether or not presently existing or applied for;
- 1.8 “Agreement” means the contract between the Coach and the Client for the provision of the Services incorporating these Terms and Conditions.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Coach to the Client and shall supersede any other documentation or communication between parties.
- 2.2 Any variation to these Terms and Conditions must be agreed in writing by the Coach.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Coach may be entitled in relation to the Services, by virtue of any statute, law or regulation.

3 APPLICATION FORM

- 3.1 The Application Form is attached to these Terms and Conditions.

- 3.2 The Application Form shall remain valid for a period of 30 days.
- 3.3 The Application Form must be accepted by the Client in its entirety.
- 3.4 The Agreement between the Coach and the Client, incorporating these Terms and Conditions, shall only come into force when the Coach confirms acceptance in writing to the Client.

4 SERVICES AND DELIVERY

- 4.1 The Services are as described in the Application Form and in these Terms and Conditions.
- 4.2 Any variation to the Services must be agreed by the Coach in writing.
- 4.3 The Coach shall take all reasonable measures to keep coaching information correct but may alter coaching techniques and services at any time. The Coach shall notify the Client in writing of any such changes.
- 4.4 The Services shall commence on the agreed start date and shall continue (subject to the terms of this Agreement) for the duration of the coaching period purchased or agreed to.
- 4.5 The Services shall be carried out at the location described on the Application Form or other location as agreed by the Coach.
- 4.6 Dates given for the delivery of Services are estimates only and not guaranteed. Time for delivery shall not be of the essence of the Agreement and the Coach shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Services.
- 4.7 Coaching sessions shall be conducted on an individual or shared basis as agreed with the Coach and specified on the Application Form.
- 4.8 Coaching sessions shall take place in person, by phone or online as determined and intimated by the Coach to the Client.

5 FEES

- 5.1 The price for Services is as specified in the Application Form and is inclusive of VAT and any other charges as outlined in the Application Form.
- 5.2 The terms for payment are as specified in the Application Form.
- 5.3 The minimum duration for a coaching session is 1 hour.
- 5.4 In the event that a session, at the Client's request, is conducted at a place other than the Coach's normal preferred venue the Client is responsible for the expenses incurred by the Coach when travelling to and from the session.
- 5.5 The Client is responsible for the full costs of any books and materials provided or otherwise required by the Coach for the purpose of providing the Services.
- 5.6 The Client must settle all payments for Services in advance of the services being delivered or within 30 days of any invoices issued.

- 5.7 The Client will pay interest on all late payments at a rate of 5% per annum above the base lending rate of the Bank of England
- 5.8 The Coach is also entitled to recover all reasonable expenses incurred in obtaining payment from the Client where any payment due by the Client is late.
- 5.9 The Client is not entitled to withhold any monies due to the Coach.
- 5.10 The Coach is entitled to vary the price to take account of:
 - 5.10.1 any additional Services requested by the Client which were not included in the original Application Form;
 - 5.10.2 any reasonable increase in rates, if applicable;and any variation must be intimated to the Client in writing by the Coach.
- 5.11 The Coach shall be responsible for the payment of National Insurance contributions, Income Tax, VAT or other liabilities arising out of remuneration for providing the Services.

6 CLIENT OBLIGATIONS

- 6.1 The Client agrees to cooperate fully with the Coach with regard to the obligations set down in these Terms and Conditions.
- 6.2 The Client must attend coaching sessions promptly, including making telephone calls or sending any requested e-mails on time. If the Client is delayed in respect of these commitments the Coach shall not be under any duty to extend the time of the session or reply to any telephone or e-mail messages.
- 6.3 The Client must ensure that regular practice of learned skills is undertaken between each session and any tasks set by the Coach are completed in full.
- 6.4 The Client agrees to pay the Fees as specified on the Application Form and in these Terms and Conditions.
- 6.5 The Client must behave in a respectful and appropriate manner at all times. Disruptive or threatening behaviour will result in termination of this Agreement. In such cases no refunds shall be payable by the Coach to the Client.
- 6.6 The Client must bring to the attention of the Coach any dissatisfaction with the Services as soon as the Client becomes aware of such issues.
- 6.7 If the Client uses car parking facilities at the place of business of the Coach or chosen venue of the Coach the Client is solely responsible for any damage or loss to the vehicle or its contents.
- 6.8 Persons other than the Client are not permitted to attend a lesson unless the prior consent of the Coach has been obtained.
- 6.9 The Client must take responsibility for their own development and the exploration of new ideas, strategies and approaches.

7 COACH OBLIGATIONS

- 7.1 The Coach shall supply the Services as specified in the Application Form and in these Terms and Conditions.
- 7.2 The Coach shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with any recognised codes of practice and government guidelines.
- 7.3 The Coach shall hold all professional qualifications required to provide the Services.
- 7.4 The Coach shall hold all necessary insurance policies required to provide the Services.
- 7.5 The Coach shall provide the agreed support for the facilitation of the Client's professional development against an agreed set of objectives. The Coach cannot guarantee the achievement of these objectives.
- 7.6 The Coach will seek to enable the Client to improve the quality and success of their business and to achieve other desired outcomes. However, the Client has sole responsibility for taking important decisions in their business. The Coach has no liability for any loss incurred by any Client, whether financial or otherwise, following commencement of coaching sessions, or for any perceived failure by the Client, whether justified or otherwise, to achieve a material improvement in quality or success of their business or to achieve their desired outcomes or goals.
- 7.7 The Coach shall maintain the strictest confidentiality in terms of the Client's Intellectual Property, business affairs or other personal information, unless there are exceptional reasons (such as risk to health, personal safety or infringement of the law).

8 REFUNDS

- 8.1 Payments for coaching fees are non-refundable and non-transferable
- 8.2 A refund is only considered in exceptional circumstances where the Client contacts the Coach within 24 hours of a booked session. Any such refund is made at the discretion of the Coach and is subject to an administration fee of 10% deducted prior to any refund being made.
- 8.3 The Money Back Guarantee is only applicable for up to 24 hours after the Client's first session. It is also excluded from Funded Coaching and One-Off Booster Coaching Sessions.

9 CANCELLATION

- 9.1 Fees are non-refundable in the event of cancellation of a session or course of sessions on the part of the Client. Clients are advised to hold insurance to cover such circumstances.
- 9.2 If the Coach is unable to hold a booked session all attempts will be made to provide an alternative coach of the same professional standard or to offer an alternative date that is suitable to the Client.
- 9.3 In the event that the Coach cancels a lesson a full refund of Fees shall be made to the Client.

10 PERSONAL INFORMATION

The Coach shall comply with the Data Protection Act 1998 and any other applicable data protection legislation concerning the processing of the Client's personal data.

11 TERMINATION

- 11.1 The Coach may terminate this Agreement with immediate effect if the Client demonstrates any physical or verbal abuse towards the Coach.
- 11.2 The Client may terminate the Agreement if the Coach fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of 30 days after notification of non-compliance is given.
- 11.3 The Coach may terminate the Agreement if the Client has failed to make over any payment due within 30 days of the sum being requested.
- 11.4 Either party may, with immediate effect, terminate the Agreement by notice in writing to the other if:
 - 11.4.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or
 - 11.4.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or
 - 11.4.3 the Coach passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
 - 11.4.4 the Coach ceases to carry on its business or substantially the whole of its business; or
 - 11.4.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 11.5 In the event of termination the Client must make over to the Coach any payment for Services incurred up to the date of termination.
- 11.6 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

12 WARRANTY

Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

13 LIMITATION OF LIABILITY

- 13.1 The Coach shall not be liable under any circumstances to the Client or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Client or other

third party howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

- 13.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Coach for death or personal injury, however the Coach shall not be liable for any direct loss or damage suffered by the Client or third party howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the insurance policy held by the Coach in the insurance year in which the claim is first notified.

14 INDEMNITY

The Client shall indemnify the Coach against all claims, costs and expenses which the Coach may incur and which arise directly or indirectly from the Client's breach of any of its obligations under these Terms and Conditions.

15 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

16 ASSIGNMENT

The Client shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Coach.

17 THIRD PARTY RIGHTS

Nothing in these Terms and Conditions intend to or confer any rights on a third party.

18 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

19 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

20 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Application Form or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

21 ENTIRE AGREEMENT

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

22 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

If you require any further information or explanation, please contact us on
01302 283 038, by email at hello@jamesashford.com or in writing at
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