

# TERMS AND CONDITIONS OF BUSINESS OF JAMES ASHFORD & ASHFORD ENTERPRISES Ltd

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You are accepting these Terms & Conditions in their entirety when you place an order with us, by clicking to accept your Coaching Contract, email us confirmation that you want to proceed with a Coaching Contract, signing your agreement form, paying the deposit for your project, paying the first instalment of your project, paying for your project in full OR using any “materials” which we have produced in any way whatsoever. These Terms & Conditions will not be varied other than as agreed in writing by us.

## 1 DEFINITIONS

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The following expressions shall have the following meanings:

- 1.1 “Mentor” means JAMES ASHFORD of ASHFORD ENTERPRISES Ltd
- 1.2 “Client” means any party who enters into a contract for mentoring Services with the Mentor;
- 1.3 “Coaching Contract” means a booking document, registration form, letter of engagement, scope document, any mentoring product/service purchased from or through JamesAshford.com, application form, program outline, quotation or other written instruction describing the Services and requesting a contract for those Services;
- 1.4 “Services” means the mentoring services as described in the Coaching Contract and these Terms and Conditions;
- 1.5 “Fees” mean the payment for Services as outlined in these Terms and Conditions and the Coaching Contract;
- 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 Mentor;
- 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 Mentor and the Client for the provision of the Services incorporating these Terms and Conditions.

1.9 “Materials” means any artwork, graphic design, web design, logo design, slogans, Search Engine Optimisation, video, photography, copy, text, learning, ideas and content in its entirety or in part, which we have produced or inspired.

## 2 GENERAL

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2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Mentor 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 Mentor.

2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Mentor may be entitled in relation to the Services, by virtue of any statute, law or regulation.

## 3 COACHING CONTRACT

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3.1 The Coaching Contract is attached to or makes reference to these Terms and Conditions.

3.2 The Coaching Contract shall remain valid for a period of 30 days.

3.3 The Coaching Contract must be accepted by the Client in its entirety.

3.4 The Agreement between the Mentor and the Client, incorporating these Terms and Conditions, comes into force when you place an order with us, by clicking to accept your Coaching Contract, email us confirmation that you want to proceed with a Coaching Contract, signing your agreement form, paying the deposit for your project, paying the first instalment of your project, paying for your project in full OR using any “materials” which we have produced in any way whatsoever.

## 4 SERVICES AND DELIVERY

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4.1 The Services are as described in the Coaching Contract and in these Terms and Conditions.

4.2 Any variation to the Services must be agreed by the Mentor in writing.

4.3 The Mentor shall take all reasonable measures to keep mentoring information correct but may alter mentoring techniques and services at any time. The Mentor 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 mentoring period purchased or agreed to.

4.5 The Services shall be carried out at the location described on the Coaching Contract or other location as agreed by the Mentor.

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 Mentor 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 Mentoring sessions shall be conducted on an individual or shared basis as agreed with the Mentor and specified on the Coaching Contract.

4.8 Mentoring sessions shall take place in person, by phone or online as determined and intimated by the Mentor to the Client.

## 5 FEES

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5.1 The price for Services is as specified in the Coaching Contract and is exclusive of VAT and any other charges as outlined in the Coaching Contract.

5.2 The terms for payment are as specified in the Coaching Contract.

5.3 The minimum duration for a mentoring 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 Mentor's normal preferred venue the Client is responsible for the expenses incurred by the Mentor 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 Mentor 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 Mentor 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 Mentor.

5.10 The Mentor 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 Coaching Contract;

5.10.2 any reasonable increase in rates, if applicable; and any variation must be intimated to the Client in writing by the Mentor.

5.11 The Mentor 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

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6.1 The Client agrees to cooperate fully with the Mentor with regard to the obligations set down in these Terms and Conditions.

6.2 The Client must attend mentoring 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 Mentor 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 Mentor are completed in full.

6.4 The Client agrees to pay the Fees as specified on the Coaching Contract 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 Mentor to the Client.

6.6 The Client must bring to the attention of the Mentor 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 Mentor or chosen venue of the Mentor 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 Mentor has been obtained.

6.9 The Client must take responsibility for their own development and the exploration of new ideas, strategies and approaches.

## 7 MENTOR OBLIGATIONS

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7.1 The Mentor shall supply the Services as specified in the Coaching Contract and in these Terms and Conditions.

7.2 The Mentor shall perform the Services with reasonable skill and care and to a reasonable standard.

7.3 The Mentor shall hold all professional qualifications required to provide the Services.

7.4 The Mentor shall hold all necessary insurance policies required to provide the Services.

7.5 The Mentor shall provide the agreed support for the facilitation of the Client's professional development against an agreed set of objectives. The Mentor cannot guarantee the achievement of these objectives.

7.6 The Mentor 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 Mentor has no liability for any loss incurred by any Client, whether financial or otherwise, following commencement of mentoring 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 Mentor 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

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8.1 Payments for mentoring fees are non-refundable and non-transferable

8.2 A refund is only considered in exceptional circumstances where the Client contacts the Mentor within 24 hours of a booked session. Any such refund is made at the discretion of the Mentor 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 Mentoring and One-Off Booster Mentoring Sessions.

## 9 CANCELLATION

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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 Mentor is unable to hold a booked session all attempts will be made to provide an alternative mentor of the same professional standard or to offer an alternative date that is suitable to the Client.

9.3 In the event that the Mentor cancels a lesson a full refund of Fees shall be made to the Client.

## 10 PERSONAL INFORMATION

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The Mentor 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

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11.1 The Mentor may terminate this Agreement with immediate effect if the Client demonstrates any physical or verbal abuse towards the Mentor.

11.2 The Client may terminate the Agreement if the Mentor 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 Mentor 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 Mentor 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 Mentor 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 Mentor 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

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

## 13 LIMITATION OF LIABILITY

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13.1 The Mentor 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 Mentor for death or personal injury, however the Mentor 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 Mentor in the insurance year in which the claim is first notified.

## 14 INDEMNITY

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The Client shall indemnify the Mentor against all claims, costs and expenses which the Mentor 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

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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

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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 Mentor.

## 17 THIRD PARTY RIGHTS

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

## 18 SEVERANCE

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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

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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

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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 Coaching Contract 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

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

## 22 GOVERNING LAW

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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](mailto:hello@jamesashford.com) or in writing at Ashford HQ, Fitzwilliam House, Doncaster, South Yorkshire, DN4 5NG