



## YOUR SERVICES

### TERMS AND CONDITIONS

#### 1. THE BASIS OF OUR AGREEMENT

**1.1** These terms apply to any service offered by Your Vocation (“the Company”) relating to services provided including;

- (a) Personal 1-2-1 coaching
- (b) Personal 1-2-1 Mentoring
- (c) Consultancy of any nature
- (d) Any group session/delivery

Where our services do not meet your requirements, we may suggest alternative suppliers to you that you may wish to contact and engage. Doing so is entirely at your discretion, we (“the Company”) accept no responsibility nor liability for any activity, content or advice provided to you by a third party whether suggested by, linked to us or not.

Furthermore, these terms and conditions do not apply to any third party outside of ‘Your Vocation’ We therefore remind you to refer to your service provider’s terms & conditions.

**1.2** Any Order which you seek to place with the Company through the Company’s website or otherwise constitutes an offer by you to purchase services subject to these terms and conditions to the exclusion of all other terms and conditions.

**1.3** Your Order shall only be deemed as 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)**.

**1.4** 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 that is not set out in the Contract.

**1.5** Any content or material associated with our services that is provided in writing, presentation or upon our website (or the websites of others) are issued or published for the sole purpose of giving an approximate idea of the services on offer. They shall not form part of the Contract or have any contractual force except where expressly provided in these Terms and Conditions or within the notification of approval.

**1.6** Any recommendations from past clients or other service providers to our services shall not form part of the Contract or have any contractual force except where expressly provided in these Terms and Conditions or within the notification of approval.

Recommendations from anyone outside of the Company should be taken as ‘opinion’ and should not be relied upon in part or completely by you.

**1.7** We, the Company make every effort to ensure that information that is provided by others or that is sited upon other service provider websites is as accurate as is reasonably practicable. However, we accept no responsibility or liability for the accuracy of information placed on sites other than our

own nor do we accept responsibility nor liability for the accuracy of information provided to us by any third party to be placed on a Your Vocation website/page/blog.

## **2. SUPPLY OF SERVICES**

**2.1** Subject to full receipt of the Charges for your services, we shall supply the services purchased in full in accordance with these Terms and Conditions and aligned to any other written and agreed correspondence issued by a formal Your Vocation service provider.

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

## **3. CHARGES AND PAYMENT**

**3.1** The charges for services (the Charges) shall be as described on our website at the Commencement Date or if your services are bespoke to your requirements, charges will be determined, provided in writing (usually via email) discussed as appropriate and agreed in writing before billing and services commence.

**3.2** Payment in full of the services shall be received by the Company in cleared funds prior to the commencement of said services. Payments shall be made by the client through methods agreed prior to commencement of the services and shall be paid instantly through the website or via alternative methods no later than 48 hours prior to the commencement date/time of first service delivery.

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

**3.4** All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being.

Invoices can be provided upon request that will reflect service charges less value added tax at the applicable rate of the time. All charges and taxes will be shown on such documentation for clarity.

**3.5** Subject to clause 4, Charges are non-refundable.

## **4. CANCELLATION**

**4.1** You may cancel the Agreement by notice in writing at any time prior to your first service provision. Note; we put time and effort into every client interaction thus work will have been completed prior to your service delivery date. Our cancellation structure is in place to reflect this. Cancellation terms are listed below;

- Cancel prior to 14 days before your service delivery date; receive a full refund of service charges
- Cancel prior to 7 days before your service delivery date; receive 75% refunded of service charges
- Cancel inside the 7 days preceding your service delivery date; receive 50% refunded of service charges
- Should you not give any prior written warning of non-attendance to any service delivery date and you are not present you shall not be entitled to any refund of service charges

**4.2** In the event of your being unable to attend a service delivery date and you have given prior written notice at any time and seek to reschedule your service delivery the Company will use

reasonable endeavours to accommodate requests for transfers to alternative dates but shall be under no obligation to grant such requests. If it is not possible to arrange for you to attend an alternative service delivery date point 3 under 4.1 above will apply

**4.3** All course cancellations must be sent to us in writing by email using the website contact form.

We cannot accept verbal cancellations.

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

## **5. SICKNESS AND ILL HEALTH**

**5.1** If our performance of any of our obligations under the Contract is prevented or delayed due to sickness or ill health or the sickness or ill health of any of our employees, agents or subcontractors, we shall inform you as soon as is reasonably practicable and such sickness or ill health shall constitute a Force Majeure Event for the purposes of clause 9.1.

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

**6.1** All the information which we, our employees, agents or subcontractors provide in relation to the service delivery and in any materials, including but not limited to information provided orally, in writing or electronic form and delivered in videos, 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 any 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** The confidentiality of both parties shall be maintained prior to, during and post service delivery. By nature, service delivery may determine sensitive and highly confidential information about either party. Either party expressly agree to maintain confidentiality in respect of the other at all times.

**6.5** Some of the activity involved in service delivery may include sharing opinion, experience or other materials that are often based on factual occurrences and be of a personal nature. Such sharing may occur in writing, video or via online live discussion. Neither party will enter into any such activity nor share any content relating to the other without written and express permission from the other.

**6.6** 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 written notice to you at any time.

## **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** 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.

**9.4** 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.

**9.5** 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.

**9.6** 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.

### **Need to query or discuss further?**

For any questions relating to any points within the above Terms & Conditions, please contact us through the website contact form clearly outlining your query and by noting how we may get in touch with you to provide response or to discuss further.

### **Service user or Product customer?**

You will be required to provide confirmation that you have read, understood and agree to comply with everything within these terms and conditions. Please read on:

If you are a client/customer of a Your Vocation product or service, you will be required to provide email or written confirmation that you have read, understood and that you will comply with all terms and conditions as outlined in the above. This confirmation will be received before you will be approved to commence with any of our services and for any download products you will be required to provide this confirmation via checking the relevant box when prompted to do so on the website. In this case, only check the box if you have read, understood and agree to comply with all of the terms and conditions outlined in this document.

