



## TERMS AND CONDITIONS – NIYC PIDGEON COACHING

### 1. DEFINITIONS

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

**Event Outside Of My Control:** is defined in clause 7;

**Order:** your order for the Services as set out overleaf;

**Services:** the coaching services that I am providing to you as set out in the Order;

**Sessions:** the online group coaching sessions;

**Terms:** the terms and conditions set out in this document;

**I /Me/My:** Nicola Pidgeon, Positive Psychologist MSc and Success Coach

- 1.2 When I use the words “writing” or “written” in these Terms, this will include email unless I say otherwise.

### 2. MY CONTRACT WITH YOU

- 2.1 You are engaging me as a ‘Positive Psychologist and Success Coach’ and I will provide My Services to you on these Terms.
- 2.2 Please ensure that you read these Terms carefully and check that your details on the Order and in these Terms are complete and accurate. If you think that there is a mistake on the Order, please contact me by email. I will confirm any changes in writing to avoid any confusion between us.
- 2.3 When you submit the Order to Me, this does not mean that I have accepted your Order for Services. My acceptance of the Order will take place as described in clause 2.4 below. If I am unable to supply you with the Services, I will inform you of this in writing and I will not process the Order.
- 2.4 These Terms will become binding when I contact you by email to confirm acceptance of your Order and that I am happy to provide the Services to you, at which point a contract will be formed between you and I. The contract will then continue unless and until the Services have been provided in full or as terminated



as set out in these Terms.

### **3. CHANGES TO ORDER OR TERMS**

- 3.1 I may change these Terms from time to time if there is a change in the relevant laws and regulatory requirements.
- 3.2 If I have to revise these Terms under clause 3.1, I will give you at least 2 week's written notice of any changes to these Terms before they take effect. In these circumstances, you can choose to cancel the contract in accordance with clause 8.

### **4. PROVIDING MY SERVICES**

- 4.1 You will receive coaching sessions ("**Session(s)**") from the date set out in the Order for a period of 90 Days, 12 months, or 6-weeks, as defined in our agreement and the programme agreement.
- 4.2 The Sessions will take place online at the dates and times agreed between us and evidenced by My email communications. Each Session will be of differing length, with approximations given via email communication – in the most part 45-90 minute sessions.
- 4.3 I will make every effort to complete the Services on time. However, I reserve the right to change the date and time for any reason, including ill health. If I have to change the time of a Session, I will provide you with as much notice as possible.
- 4.4 There may be delays due to an Event Outside Of My Control. See clause 8 for My responsibilities when an Event Outside Of My Control happens.
- 4.4 If you are not able to attend a Session for any reason (including due to Me changing the date, time or venue), you will not be entitled to any refund but I may at My discretion offer you a catch up session.
- 4.6 I shall provide the Services to you with due care, skill and ability. However, due to the nature of My Services, I do not guarantee any particular results.

### **5. FEES**

- 5.1 The price of the Services have been set by Me in advance and are set out in the Order. My prices may change at anytime, but this will not affect Orders that I have confirmed with you.
- 5.2 Where I am providing Services, I may at My discretion give you the option to pay



for the Services in two equal instalments, 30 days apart. Should you choose to pay in instalments, all payments are due on time or you will be removed from the program.

- 5.3 I will hold your space in the Sessions for 7 days from me confirming that you have a place in the Session. If you have not paid your invoice in full or your first payment in full, in cleared funds, within 7 days from the date of the invoice, your space shall be released
- 5.4 If you do not make any payment due to Me by the due date I may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate from time to time of Lloyds Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Me interest together with any overdue amount.

## **6. MY LIABILITY TO YOU**

- 6.1 If I fail to comply with these Terms, I am responsible for loss or damage you suffer that is a foreseeable result of My breach of the Terms of My negligence, but I am not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of My breach or if they were contemplated by you and I at the time we entered into this contract.
- 6.2 I do not exclude or limit in any way My liability for death or personal injury caused by My negligence or for my fraud or fraudulent misrepresentation or for any matter for which liability cannot legally be excluded or limited.
- 6.3 My total liability under any law or in relation to the performance (or contemplated performance) of the Contract shall in all circumstances be limited to the total price paid by you for the Services.
- 6.4 If I am prevented from or delayed in performing my obligations by your act or omission or by any circumstance outside of My control, I shall not be in breach of the Contract or liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.
- 6.5 The provisions of this clause 6 shall survive termination of the Contract.

## **7. EVENTS OUTSIDE OF MY CONTROL**

- 7.1 I will not be liable or responsible for any failure to perform, or delay in



performance of, any of My obligations under these Terms that is caused by an Event Outside Of My Control.

- 7.2 An Event Outside Of My Control means any act or event beyond My reasonable control including without limitation a failure of public or private telecommunications networks, storm, flood, earthquake or other natural disaster.
- 7.3 If an Event Outside Of My Control takes place that affects the performance of My obligations under these Terms:
  - 7.3.1 I will contact you as soon as reasonably possible to notify you; and
  - 7.3.2 My obligations under these Terms will be suspended and the time for the performance of My obligations will be extended for the duration of the Event Outside Of My Control; and
  - 7.3.3 I will restart the Services as soon as reasonably possible after the Event Outside Of My Control is over.
- 7.4 You may cancel if an Event Outside Of My Control takes place and you no longer wish Me to provide the Services. Please see your cancellation rights under clause 8. I will only cancel the contract if the Event Outside Of My Control continues for more than 4 weeks.

## **8. MY RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 8.1 All payments made to Me for Services are non-refundable.
- 8.2 Either of us may terminate the Contract if the other is in material breach of any of these Terms and do not correct or fix the situation within 7 days of receiving notice of the breach in writing.
- 8.3 I may terminate the Contract immediately (without any liability to provide any refund to you) if I reasonably feel that you are not participating fully in the Sessions, that you are disrupting the Sessions or for any other reason where we reasonably feel that your presence is adversely impacting on the Sessions.
- 8.4 On or before the date of termination of the Contract, you shall immediately pay any unpaid fees, including any outstanding fees under your instalment plan (if applicable) or other sums payable under the Contract.
- 8.5 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of either of us as at the date of termination, including the right to claim



in respect of any breach of the Contract, which existed at or before the date of termination.

## **9. CONFIDENTIAL INFORMATION**

9.1 I acknowledge that in the course of providing the Services I will have access to Confidential Information relating to you and your affairs and I agree not to (except in the proper course of my duties) use or disclose to any third party any Confidential Information. This restriction does not apply to:

9.1.1 any use or disclosure authorised by you or required by law;

9.1.2 any use or disclosure which I in my absolute discretion consider necessary or advisable in order to prevent illegal acts or harm to you or to others; or

9.1.3 any information which is already in, or comes into, the public domain otherwise than through my unauthorised disclosure.

9.2 As is good practice in coaching, I undertake coaching and am part of supervision groups. You agree that I may disclose any issues which arise out of the Sessions with my own coach, supervisor and/or supervision group but I agree only to disclose such issues on a general basis and without disclosing your name.

9.3 You must keep all information discussed in the Sessions strictly confidential.

## **10. DATA PROTECTION AND INTELLECTUAL PROPERTY**

10.1 You acknowledge and agree that your personal data will be processed by and on behalf of Me as part of the Services. You agree that I may also share your personal details with other participants in the Sessions (including such details as your email address).

10.2 I am the owner or the licensee of all Intellectual Property Rights and all other rights in the materials and content that I use within the Sessions and nothing in this agreement or otherwise shall transfer the ownership of the Intellectual Property Rights in such material or content to you or to any other person.

10.3 You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials that I use in the Sessions.



- 10.4 I grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content or material used in the Sessions for the purposes for which the Sessions were provided only.
- 10.5 You may not without my prior written consent make any audio or visual recordings of all or any part of our Sessions.

## **11. INFORMATION ABOUT ME AND HOW TO CONTACT ME**

- 11.1 I am a sole trader established in England and Wales and my address is c/o 6 Reiver Court, Newcastle upon Tyne, NE28 8RR. The relationship between us will be that of independent contractor and nothing in these Terms shall render me your employee, worker, agent or partner.
- 11.2 If you have any questions or if you have any complaints, please contact Me. You can contact Me by email at: [info@niyepidgeon.com](mailto:info@niyepidgeon.com)
- 11.3 If I have to contact you or give you notice in writing, I will do so by email to the email address which you provide in the Order.

## **12. OTHER IMPORTANT TERMS**

- 12.1 This contract is between you and I. No other person shall have any rights to enforce any of these Terms.
- 12.2 You acknowledge and agree that:
  - 12.2.1 these Terms constitute the entire agreement and understanding between us and supersede any previous arrangement, understanding or agreement between us relating to the provision of the Services;
  - 12.2.2 in entering into the Contract you have not relied on anything said by any person (including any third party) relating to the provision of the Services.
- 12.3 Each paragraph in these Terms operates separately. If any Court or relevant authority decides that they are unlawful, the remaining paragraphs will still remain in full force and effect.
- 12.4 If I fail to insist that you perform any of your obligations under these Terms, or if I do not enforce My rights against you, or if I delay in doing so, that will not mean that I have waived My rights against you and will not mean that you do not have to comply with these Terms. If I do waive a default by you, I will write to you, and



that will not automatically mean that I have waived any future default by you.

- 12.5 These Terms are governed by English law. You and I both agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Services which are being provided to you under these Terms.