

Arcana Coaching Limited Terms and Conditions

The terms and conditions below apply to all coaching, mentoring and facilitation services, courses or events (“the services”) provided by Arcana Coaching Limited (“the company”) as described on our website at www.arcanacoaching.co.uk or any persons or third parties employed or contracted by the company to deliver the services to any individual, group, company or organisation (“the client”) and constitute the contract for the services to be provided by the company to the client.

The term 'coaching' and 'session' as here used covers life coaching, executive coaching, business coaching, creative coaching and performer coaching for clients and includes mentoring, supervision and facilitation services and courses or events provided for individuals, groups, companies or organisations.

Please read this document carefully and retain or print for your reference.

Payment

Fees are payable in advance of each session unless otherwise agreed by the company with the client in writing in advance of any session. Businesses or organisations requiring an invoice or pro-forma invoice in advance to facilitate payment must inform the company of this at the time of booking.

Where payment has not been received by the company in advance of a coaching session, the company shall not be obliged to provide the session and we reserve the right to suspend or terminate the contract if client payments are overdue.

Where a third party pays the fees, the third party counts as an agent acting on behalf of the client and is subject to the same terms of payment.

Where any other payment terms have been agreed, the company reserves the right to levy a charge for late payment of any outstanding fees at the rate of the current Bank of England base rate plus 5% of invoice value per seven days the amount remains outstanding.

Unless otherwise stated, all fees are inclusive of any applicable value added or other applicable taxes.

Session Format and Timings

All sessions must be pre-booked. The venue, date and time of each session will be agreed between the company and the client by phone or email and confirmed by the company by email or letter. Sessions are only considered booked by the company once their written confirmation has been sent and payment received.

Face-to-face sessions: the client is responsible for being on time for any session booked. Arrival later than 15 minutes after the agreed start time at the agreed venue will result in the session being forfeited unless notified to and agreed by the company in advance.

Telephone sessions: unless otherwise agreed, the client is responsible for telephoning the company at agreed times and only on the agreed contact telephone number provided, which may be either a UK landline (including an 0845 prefix number) or a mobile phone number.

The company is responsible for ensuring that they are available to deliver the service at agreed times. The company undertakes to notify the client of any delays or alteration to the times of any session as soon as possible after the company becomes aware of any such delay and provided the client has provided current and available contact details.

All sessions should be completed on time and within the time scale agreed at the time of booking, unless otherwise agreed by the company and the client at the beginning of the session. If longer session times are required, additional time will be charged at individual session rates in increments of 30 minutes.

The client may contact the company by phone or e-mail between sessions to seek clarification regarding anything arising from a session or for administrative purposes (e.g. to rearrange a coaching session or make a payment). Additional telephone coaching may be provided between sessions at the agreement of the company subject to an additional charge. The company will advise the client in advance if the nature of a client's contact will incur additional charges.

Warranty and Liability

The company warrants that the services will be provided with reasonable skill and care by coaches who are professional and experienced.

The client has sole responsibility for taking important decisions in their life, career, business or on behalf of any company or organisation they are employed by or contracted to. The company has no liability for any loss

incurred by any client or third party howsoever connected to the client, whether financial or otherwise following sessions, or for any perceived failure by the client, whether justified or otherwise, to achieve the improvement in quality of life, career or business or to achieve their desired outcomes or goals.

Cancellation Policy

The company and the client have the right to cancel pre-booked sessions due to unforeseen circumstances. In the event of cancellation by the client less than three working days before the agreed start time of the session, a charge of 50% of the agreed fee will be retained unless the company is able to allocate the session to another client or has agreed in writing to waive the cancellation fee.

In exceptional circumstances, such as illness, unavailability due to bereavement or other personal commitments, inappropriate behaviour by the client, actual or potential conflict of interest, or other unforeseen reasons, the company has the right to terminate provision of the service to the client with immediate effect or refuse or be unable to provide further sessions to the client.

Wherever practicable, the client will be given reasonable notice of and reasons for such termination by the company and will be refunded any advance payments made for sessions not yet provided. The company liability to the client in these circumstances shall not exceed the amount paid by the client for the sessions or services booked and unused.

Confidentiality

The company warrants to keep all information about the client in strict confidence. The company will not divulge any part thereof to any third party, according to the Data Protection 1998, save where required by law, or where action might be necessary to prevent harm to the client or another third party, or by the express agreement of the client.

References and Testimonials

The company may ask the client to put forward a testimonial or act as a referee for the company to be used in different formats, such as on the company website, in printed promotional materials or as part of an advertising campaign. This will only happen after the client has signed a release form to that effect.

Where the client has provided written or recorded feedback to the company of their own accord, the company reserves the right to use this as an attributable testimonial of the services provided by the company in a full or edited form so long as any editing does not materially alter the original meaning or nature of the feedback.

No payment will be made in cash or kind by the company to the client for any testimonials or references provided as described above.

General

The date that the first session takes place shall be deemed to be the start date for the service. If this occurs within seven days of the date the session was booked with and confirmed by the company, the client's cancellation rights under the Distance Selling Directive 2006 will end.

Where a client is unhappy with any of the terms and conditions here described, they can contact the company to discuss any concerns prior to the first session. Participation by the client in the first session constitutes acceptance of these terms and conditions.

No waiver or any amendment to these terms shall be effective unless in writing and signed by the company and the client.

A person who is not a party to these terms may not enforce any of them under the Contracts (Rights of Third Parties) Act 1999.

This contract is governed by the law of England whose courts have exclusive jurisdiction in relation to any dispute, disagreement, proceedings or legal claim of any nature relating to the service provided or the contract.

Arcana Coaching Limited is a company registered in England and Wales, company number 07087790, with a registered office at 74 Brodrick Road, Eastbourne, East Sussex, BN22 9NS.