

TE ARA COACHING LIMITED – TERMS AND CONDITIONS

BACKGROUND

Te Ara Coaching Limited is a Coaching and Training company which supplies individual and team coaching, team facilitation and workshops in support of the development needs of its clients. This document contains Te Ara Coaching Limited standard terms and conditions which, once signed, amount to a binding contractual agreement between Te Ara Coaching Limited and its client.

Te Ara Coaching Limited is incorporated as a private company in England and Wales, Company Number 11437635, and address 1 Beales Lane, Walton Park, Milton Keynes, MK7 7HB.

By engaging Te Ara Coaching Limited as a provider of individual and team coaching, team facilitation and workshops, you confirm that you are in agreement with and bound by the terms and conditions below.

1. DEFINITIONS

1.1. The definitions in this clause apply to this agreement.

1.1.1. Business Day: a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

1.1.2. Indemnity: shall have the meaning set out in clause 11.1 and Indemnified and Indemnifies shall be construed accordingly.

1.1.3. Services: the individual and team coaching, team facilitation and workshops services supplied to the Client by Te Ara Coaching Limited

1.1.4. Support Package: One of a number of fixed fee services offered by Te Ara Coaching Limited where a fixed fee is paid for an agreed programme of Services.

1.1.5. The Coach(es): the person or persons employed by Te Ara Coaching Limited who in the course that employment provide the Services to the Client.

1.1.6. Fees: shall mean the sessional rates, discounted block bookings and fixed payments set out in the Schedule hereto and reviewed thereafter in accordance with the terms of this agreement.

1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7. A reference to writing or written includes emails.
- 1.8. Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. FEES

- 2.1. The Client will pay the Fees to Te Ara Coaching Limited.
- 2.2. Where Fees where are charged on the basis of sessional rates, the Client shall be invoiced on the last day of each month for all work undertaken in the preceding month and invoices are payable strictly within 14 days via bank transfer.
- 2.3. Where Fees are charged for attendance at a Workshop, the client will be invoiced and the Fee payable in advance
- 2.4. Where those fees are charged on the basis of fixed payments, the Client shall be invoiced on the last day of month during which the Service commenced and invoices are payable strictly within 14 days via bank transfer.
- 2.5. The following conditions apply to the Fees where those fees are charged on the basis of discounted block bookings
 - 2.5.1. unless agreed otherwise, the Client shall be invoiced on the last day of month during which the Service commenced for the full value of the discounted block booking and invoices are payable strictly within 14 days via bank transfer.
 - 2.5.2. where an instalment plan is agreed, 30% of the fee will be payable in advance of the first session, 40% at the mid-point of the engagement and the final 30% at the end
- 2.6. Where the service to be supplied is an Individual Coaching session or Workshop attendance:
 - 2.6.1. Te Ara Coaching Limited commits to give Clients a minimum of five business days' notice if they are unable to fulfil an engagement, unless due to illness or other

reasonable and unforeseen circumstances. Te Ara Coaching Limited will offer the Client alternative dates and times at the time of the cancellation.

2.6.2. Provided that the Client gives Te Ara Coaching Limited no less than three business days' written notice of cancellation of a session/non-attendance at a workshop prior to the commencement of that Service no Fees will be payable in relation to that cancelled work/nonattendance.

2.6.3. In cases where shorter notice is given the Client will be liable to pay 50% of the Fee that would have been due had the cancelled work been completed and Te Ara Coaching Limited will render an invoice to the Client in respect of the Fees accordingly. That invoice shall be payable within 14 days of it being issued.

2.6.4. If the client fails to attend their session without giving notice, the Client will be liable to pay 100% of the Fee that would have been due had the cancelled work been completed and Te Ara Coaching Limited will render an invoice to the Client in respect of the Fees accordingly. That invoice shall be payable within 14 days of it being issued.

2.7. Where the Service to be provided is a Team Coaching, Facilitation or bespoke Workshop

2.7.1. Te Ara Coaching Limited commits to give Client a minimum of 10 days' notice if they are unable to fulfil an engagement, unless due to illness or other reasonable and unforeseen circumstances. Te Ara Coaching Limited will offer the Client alternative dates and times at the time of the cancellation.

2.7.2. Provided that the Client gives Te Ara Coaching Limited no less than 10 business days' written notice of cancellation of a session prior to the commencement of that session no Fees will be payable in relation to that deferred work.

2.7.3. In cases where shorter notice of cancellation is given the Client will be liable to pay 50% of the Fee that would have been due had the cancelled work been completed and Te Ara Coaching Limited will render an invoice to the Client in respect of the Fees accordingly. That invoice shall be payable within 14 days of it being issued.

2.7.4. If notice of cancellation is less than 2 business days, the Client will be liable to pay 100% of the Fee that would have been due had the cancelled work been completed and Te Ara Coaching Limited will render an invoice to the Client in respect of the Fees accordingly. That invoice shall be payable within 14 days of it being issued.

2.7.5. Provided that the Client gives Te Ara Coaching Limited no less than five business days' written notice of deferral of a session prior to the commencement of that session no Fees will be payable in relation to that deferred work.

2.7.6. In cases where shorter notice of deferral is given the Client will be liable to pay 50% of the Fee that would have been due had the cancelled work been completed and Te Ara Coaching Limited will render an invoice to the Client in respect of the Fees accordingly. That invoice shall be payable within 14 days of it being issued.

2.8. The Fees payable under this agreement shall be reviewed by Te Ara Coaching Limited on 1st April in every year and Te Ara Coaching Limited shall inform the Client by e-mail or letter confirming any changes to the fees giving not less than two weeks' notice of any increase.

3. LATE PAYMENT AND CHARGES

Any sums payable by the Client under this agreement which remain outstanding after the agreed date for payment shall carry interest (both before and after judgment) on a daily basis at an annual rate equal to that prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

4. COPYRIGHT

4.1. Any and all materials developed by Te Ara Coaching Limited for use with Clients remain the copyright of Te Ara Coaching Limited and may only be commercially reproduced or resold with the written permission of Te Ara Coaching Limited.

5. TERM

5.1. The terms of this agreement shall apply from the date of contract signing and shall continue until this agreement is terminated in accordance with its terms.

5.2. Either party may terminate this agreement at any time by providing the other with 14 Business Days' prior written notice.

6. DEFAULT AND EARLY TERMINATION

Te Ara Coaching Limited may terminate this agreement immediately on giving notice in writing to the Client if the Client commits any material breach of this agreement and (in the case of a breach capable of being remedied) shall have failed to remedy the breach within ten Business Days, or such other reasonable period as Te Ara Coaching Limited may stipulate in the circumstances, after receiving a written notice of the breach requiring the breach to be remedied within such period.

7. EFFECT OF EARLY TERMINATION

- 7.1. Any termination of this agreement however caused shall not affect:
- 7.1.1. any rights or liabilities which have accrued before the time of termination; or
 - 7.1.2. the continuance in force of any provision of this agreement which expressly or by implication is intended to come into or continue in force after termination

8. ANNOUNCEMENTS

Each party shall ensure that, except as may be required by law or any regulatory authority, neither it nor any of its employees, agents or contractors (of any tier) shall make, or cause to be made, (whether to the employees, customers, suppliers, public, press or otherwise) any communication, media statement, announcement or other disclosure whatsoever, whether written or oral, about the other party to this agreement, the existence of this agreement or any matter referred to in this agreement without the other party's prior written consent to its contents.

9. INDEMNITIES, LIABILITY AND INSURANCE

- 9.1. During and after this agreement, the Client agrees to protect, indemnify, defend and hold harmless Te Ara Coaching Limited, and to the extent required from time to time by Te Ara Coaching Limited, its officers, agents, and employees, from and against any and all expenses, damages, claims (whether valid or invalid and whether deemed alleged or upheld), suits, losses, actions, judgments, liabilities, and costs whatsoever (including legal fees on a full indemnity basis) arising out of, connected with, or resulting from, the Client's negligence, misrepresentation or the breach of any obligation to be performed by the Client under this agreement.
- 9.2. During the term of this agreement Te Ara Coaching Limited shall maintain in force an appropriate Liability Insurance policy.
- 9.3. The provisions of this clause 11 shall survive termination of this agreement.

10. CONFIDENTIALITY

- 10.1. Neither party shall during and after termination of this agreement, without the prior written consent of the other party, use or disclose to any other person any information of the other party which is identified as confidential or which is confidential by its nature.

10.2. Each party shall on demand and on termination of this agreement surrender to the other all materials relating to such confidential information in its or its personnel's, agent's or representatives' possession.

11. DATA PROTECTION

The Client shall observe the provisions of the General Data Protection regulation (2018) and shall indemnify Te Ara Coaching Limited for any breach thereof.

12. WARRANTIES AND UNDERTAKINGS

12.1. The Client warrants that it does and it shall comply with the all relevant statutes, laws, regulations and codes of practice from time to time in force in the United Kingdom.

12.2. Each party warrants that it has full capacity and authority to enter into and perform this agreement.

13. ENTIRE AGREEMENT

13.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

13.2. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

13.3. No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

14.1. A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

14.2. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.

15. GOVERNING LAW AND JURISDICTION

- 15.1. This agreement 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 the law of England and Wales.
- 15.2. The parties irrevocably 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 this agreement or its subject matter or formation (including non-contractual disputes or claims).

16. FORCE MAJEURE

Te Ara Coaching Limited may defer the date for performance of, or payment for, the services, or terminate this agreement, if it is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lockouts or other industrial disputes, 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.

17. SEVERANCE

- 17.1. If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 17.2. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted or modified, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and, if necessary the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.