

TERMS AND CONDITIONS

The Client agrees to abide by, and be bound by, the Terms and Conditions of the Company as set out below at all times without alteration, exclusion and/or adaptation.

Where a Client has a separate contract with the Company these Terms and Conditions will additionally apply except where they directly conflict with the terms and conditions of the separate contract. In the instance of a conflict the terms and conditions of the separate contract will prevail.

The headings in these Terms and Conditions do not affect its interpretation.

DEFINITIONS

In these Terms and Conditions, the following terms shall have the following meanings:

‘Client’ means any person, user or entity using the Website of the Company, any person or entity engaging in a free consultation with the Company and any person or entity engaging in Coaching with the Company

‘Coaching’ means coaching and/or consulting services

‘Company’ means Mary Taylor Ltd company number 13005673 registered office Profile West 950 Great West Road, Suite 2, First Floor, Brentford TW8 9ES trading as Mary Taylor Coaching and/or Mary Taylor Developments Ltd company number 13991129 registered office Profile West 950 Great West Road, Suite 2, First Floor, Brentford TW8 9ES trading as Mary Taylor Consulting

‘Services’ means any searching, information access, uploading, browsing, viewing and/or adverts relating to the Website and the Company, any provision by the Company of free consultations and any provision by the Company of Coaching

‘Website’ means the Company’s websites www.marytaylorcoaching.com, www.marytaylorconsultancy.com and www.marytaylorconsulting.com

The Client understands and accepts that:

- A. All Services and Client use and viewing of the Website are governed by the Terms and Conditions outlined herewith in. By accessing the Services and/or Website you are agreeing to be bound by these Terms and Conditions.
- B. The Company reserves the right to amend the Terms and Conditions from time to time at its own discretion.
- C. All Clients access the Website and the Services at their own risk.

The Client understands and agrees that:

1. FREE CONSULTATIONS

- 1.1 All free consultations must be booked in advance with the Company, and are not confirmed until the Company has sent an email to the Client confirming the free consultation booking and the details of the booking.

- 1.2 All free consultations will be for a maximum of 20 minutes duration.
- 1.3 The purpose of the free consultation is for the Company to understand the Client's reason for considering Coaching and advise as to whether this is something the Company can provide Coaching for, as well as for giving the Client an overview of the Coaching process and format, and the type of Coaching the Company would recommend. The purpose of the free consultation is not to provide a Coaching session.
- 1.4 Booking or taking part in a free consultation does not oblige either the Client to book subsequent paid Coaching sessions, or the Company to provide subsequent paid for Coaching sessions.
- 1.5 The Company is not obliged under any circumstances to provide a free consultation to a Client unless it chooses to do so.

2. SINGLE COACHING SESSIONS

- 2.1 All single Coaching sessions must be booked in advance with the Company, and are not confirmed until the Company has sent an email to the Client confirming the Coaching session booking and the details of the booking.
- 2.2 Single Coaching sessions are provided on a session-by-session basis. The Client will be informed of the price and duration of the session at the time of booking. The price of single Coaching sessions is based on online delivery of Coaching. If the Client requires face-to-face Coaching instead, reasonable expenses will be required from the Client in addition to the Coaching fee. The Client will be informed of any such expenses at the time of booking.
- 2.3 Booking and paying for a single Coaching session does not oblige either the Client to book further subsequent Coaching sessions, or the Company to provide further subsequent Coaching sessions to the Client.
- 2.4 The Company is not obliged under any circumstances to provide a Coaching session to a Client unless it chooses to do so.
- 2.5 All single Coaching sessions must be paid for by the Client no later than 24 hours ahead of the Coaching session. If the Company has not received payment by 24 hours in advance of the booked session, the session can be cancelled at the discretion of the Company.
- 2.6 Single Coaching sessions may be cancelled by the Client with a full refund up to 24 hours before the session booking time. Sessions cancelled by the Client within 24 hours of the session booking time will entitle the Client to no refund on the fee paid.
- 2.7 Single Coaching sessions booked within 24 hours of the session time must be paid for by the Client immediately upon booking.
- 2.8 Although this is avoided wherever possible, if it is necessary for the Company to cancel a single Coaching session the Client will be entitled to receive a full refund of the session fee paid by the Client. Alternatively, the Client can choose to rebook the session for another date and time.

3. COACHING PACKAGES

- 3.1 By prior arrangement and agreement with the Company, Clients may purchase and book bespoke packages of Coaching sessions.
- 3.2 All Coaching package sessions must be booked in advance with the Company, and are not confirmed until the Company has sent an email to the Client confirming the Coaching package booking and the details of the booking.
- 3.3 Booking and paying for a Coaching package does not oblige either the Client to book further subsequent Coaching sessions, or the Company to provide further subsequent Coaching sessions to the Client.
- 3.4 The Company is not obliged under any circumstances to provide a Coaching package to a Client unless it chooses to do so.
- 3.5 The Client will be informed of the price and duration of bespoke packages at the time of booking. The price of bespoke packages is based on online delivery of Coaching. If the Client requires face-to-face Coaching instead, reasonable expenses will be required from the Client in addition to the Coaching fee. The Client will be informed of any such expenses at the time of booking.
- 3.6 The Coaching package price must be paid by the Client no later than 24 hours ahead of the first Coaching session in the package. If the Company has not received payment for this by 24 hours in advance of the first booked session, the Coaching package can be cancelled at the discretion of the Company.
- 3.7 If the Client wishes to cancel any of the package sessions, alternative session times will be provided by the Company in accordance with the session times the Company has available. If the Client does not rebook the session for any of the times available for the Company, the Client will forfeit the session and will not be entitled to a refund for that session.
- 3.8 Although this is avoided wherever possible, if it is necessary for the Company to cancel one of the package Coaching sessions the Client will be entitled to receive a full refund of the session fee paid by the Client from the Company. Alternatively, the Client can choose to rebook the session for another date and time.

4. COACHING CONTENT AND DELIVERY

- 4.1 The Company delivers Coaching content tailored to each individual Client. At the outset of the Coaching session or program the Company will discuss with the Client the goals of Coaching for that Client. The Company will then outline its recommended Coaching plan or program, which will be discussed and agreed between the Company and the Client before Coaching commences.
- 4.2 However, Coaching is a fluid and dynamic process which adapts and changes in accordance with the development and progression of the sessions and the needs of the Client. As such, initial Coaching structures may be modified as the need arises. The Company recommends that Clients regularly give feedback to the Company on how the Coaching strategies and interventions are working for them, in order that modifications or enhancements may be made along the process to be able to maximise the benefit of the sessions for the Client.

5. QUALITY OF COACHING

- 5.1 The Company uses reasonable endeavours at all times to provide quality and appropriate Coaching for every Client.
- 5.2 In the unlikely event that a Client considers that a Coaching session provided by the Company was of an unsatisfactory standard, the Company requires the Client to inform the Company of this at the earliest possible opportunity, and in any event no later than 24 hours after the Coaching session was delivered. The Company will then either use reasonable endeavours to provide an alternative Coaching session to the Client, or will offer the Client a 50% refund for the Coaching session. Any claims under this clause for a refund or alternative Coaching session will not be valid if initiated more than 24 hours after the delivery of the Coaching session.

6. CONFIDENTIALITY

- 6.1 The Company will not disclose any personal information about a Client to any third party without that Client's prior express written permission, except where:
- a) the Company has reasonable grounds for believing that the Client poses a danger either to themselves or to another person or to property;
 - b) where the Client has reasonable grounds for believing that the Client has committed, or is intending to commit, a criminal offence.
- 6.2 A Client may request in writing at any point for the Company to delete all information held about that Client with immediate effect. The Company shall do so within 48 hours of the request being received by the Company, except where clauses 6.1 a) and b) above apply.

7. LICENCES AND INTELLECTUAL PROPERTY

- 7.1 The names 'Mary Taylor Coaching' and 'Mary Taylor Consultancy' are the Company's registered trade mark and neither these names, nor any logo or device incorporating these marks or names shall be used without the Company's prior written consent.
- 7.2 All intellectual property rights, and all other rights including goodwill, whether now known or created in the future, in the content provided through the Services and/or Website is the Company's property and shall vest in the Company.
- 7.3 Under these Terms the Company grants Clients a limited, non-exclusive, revocable license to view, access, download or print content provided through the Website and the Services (License). When Clients download or print any content, they must ensure that all copyright, trade mark and other proprietary notices comprised within that content are retained. Clients shall not assign or sub-license their rights under the License. The License does not permit Clients to copy; amend or modify; reproduce; republish; post; broadcast; or transmit content or material provided via the Services or Website, use any of the Company's trade marks, or authorise or assist anyone else to do so without the Company's express prior written consent.

- 7.4 If Clients breach these Terms the Company may, in its absolute discretion, terminate the Client's right to use any the Website immediately and in any event Clients must, at the Company's option, return or destroy any copies of the materials they have made.

8. LIABILITY

- 8.1 The Company will under no circumstances whatsoever be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Services and/or Website for: any loss of profits, sales, business, or revenue; loss or corruption of data, information or software; loss of business opportunity; loss of anticipated savings; loss of goodwill; or any indirect or consequential loss on the part of any Client or other third party even if foreseeable.
- 8.2 The Company will not be liable under any circumstances whatsoever for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: use of, or inability to use, the Website; or use of or reliance on any content displayed on the Website or provided within the Services.
- 8.3 The Company will not be liable for any loss or damage whatsoever caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect a computer equipment, computer programs, data or other proprietary material due to use of the Website or to downloading of any content on it, or on any website linked to it.
- 8.4 The Company assumes no responsibility for the content of websites linked on the Website. Such links should not be interpreted as endorsement of those linked websites. The Company will not be liable for any loss or damage whatsoever that may arise from use of them.
- 8.5 Except as expressly stated in these Terms, the Company does not give any representation, warranties or undertakings in relation to the Services and/or the Website. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, the Company will not be responsible for ensuring that the content provided through the Services and/or Website is suitable for a Client's purposes.
- 8.6 All liability is excluded to the extent permitted by law including any implied terms.
- 8.7 Clients shall indemnify the Company in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any breach by the Client of these Terms.

9. COMMUNICATIONS

- 9.1 Any notice or other communication given by the Company to a Client, or by a Client to the Company, under or in connection with the Services and/or the Website shall be given in writing via email, or in writing via recorded delivery post.

- 9.2 A notice or other communication shall be deemed to have been received: if sent by recorded delivery post on the date delivery is recorded; or if sent by e-mail, two Business Days after the sent date of the email.
- 9.3 In proving the service of any notice it will be sufficient to prove; in the case of a recorded delivery letter, that such letter was recorded as received on the tracking system of the postal service; and in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee and was not refused or bounced-back.

10. ANCILLIARY TERMS

- 10.1 These Terms and any document expressly referred to in them constitute the entire agreement between the Company and Clients and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter, except where a Client has a separate contract with the Company. Where a Client has a separate contract with the Company these Terms and Conditions will additionally apply except where they directly conflict with the terms and conditions of the separate contract. In the instance of a conflict the terms and conditions of the separate contract will prevail.
- 10.2 The Company may transfer its rights and obligations to another person or entity, but this will not affect Client's rights or obligations under these Terms. Clients may only transfer their rights or obligations under these Terms to another person or entity if the Company agrees to this in writing.
- 10.3 No other person or entity shall have any rights to enforce any of these Terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 10.4 Each of the clauses of these Terms operates independently. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 10.5 If the Company fails to insist that Clients perform any of their obligations under these Terms, or if the Company does not enforce its rights or delays in doing so, that will not mean that the Company has waived its rights and will not mean that Clients do not have to comply with those obligations. If the Company does waive a default by a Client, it will only do so in writing, and that will not mean that the Company will automatically waive any later default.
- 10.6 These Terms and Conditions shall be governed and construed in accordance with the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction.