

Alchemist's Coaching Limited – Terms and Conditions

These Terms and Conditions apply to all Services provided by us, Alchemist's Coaching Ltd, a company registered in England and Wales under company number 15338689, whose registered office address is at 19-20 Greenfield Road, Pulloxhill, Bedford, MK45 5EU ("the Company/we/us/our").

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
 - "Client/you/your" means the sole trader, firm or corporate body purchasing the Services. Where an individual is entering into the Contract on behalf of a business, the individual confirms they have the authority to enter into the Contract on behalf of that business and the business will be our Client in the context of the Contract;
 - "Contract" means the contract formed in accordance with clause 2, which will incorporate, and be subject to, these Terms and Conditions;
 - "Proposal" means our proposal to carry out the Services which, unless otherwise stated, remains open for acceptance for a period of 30 days and sets out the entire scope of Services to be provided;
 - "Services" means the coaching services to be provided by us, as detailed in the Proposal.
- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 "writing" and "written" includes emails and text messages;
 - 1.2.2 a statute or a provision of a statute refers to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 "Terms and Conditions" refers to these Terms and Conditions as may be amended or supplemented at the relevant time;
 - 1.2.4 a clause refers to a clause of these Terms and Conditions;
 - 1.2.5 "party/parties" refer to the parties to these Terms and Conditions;
 - 1.2.6 the parties include their respective employees, agents and sub-contractors.
- 1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.
- 1.4 Words imparting the singular number include the plural and vice versa. References to persons include corporations.

2. The Contract

- 2.1 We will arrange an initial free "chemistry" consultation with you, after which we will send you a written Proposal detailing the Services to be provided and our fees. A legally binding Contract will be formed between you and us when you accept our Proposal, electronically or otherwise. The Contract will incorporate, and be subject to, these Terms and Conditions.
- 2.2 No terms or conditions stipulated or referred to by you in any form whatsoever will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.
- 2.3 You are responsible for the accuracy of any information submitted to us and for ensuring that our Proposal and the coaching Services to be provided reflect your requirements. Our Proposal is based on the information provided to us at the time we prepare it and your acceptance includes acceptance of the commitments included within it. If any errors or discrepancies become evident, we reserve the right to adjust it.

3. Coaching Services

- 3.1 We will set out a proposed programme for the Services to be delivered. All coaching programmes are for a minimum 6-week term, unless otherwise stated in the Proposal.
- 3.2 After the expiry of the initial 6-week term, the Services will continue on a rolling 6-week basis, unless either party terminates the Contract in accordance with clause 7.
- 3.3 The Services we provide are collaborative and require input from you. You will need to carry out any agreed actions in advance of the next session, and to implement any advice given by us that you think would benefit your business, to obtain maximum success from the Services.
- 3.4 The coaching sessions will be delivered online, unless otherwise agreed. You will need to ensure you have an adequate and secure internet connection in order to take part. We cannot be held responsible for the quality and/or outcomes of the Services provided in the event of connectivity issues.
- 3.5 If the Services are being delivered face-to-face, it will be your

responsibility to arrange a suitable venue for this, together with any associated costs.

- 3.6 You will need to use each session within 28 days of the date of the previous session, and use all sessions within the term of the programme. We will work with you to arrange this but if you rearrange, cancel or fail to book them during this timeframe or by the end of the programme term, any remaining sessions after this time will be lost and no refund will be offered.
4. **Rescheduling and Cancelling Confirmed Sessions**
 - 4.1 All Services will be provided during our normal working hours (Monday to Friday, 9am to 5pm, excluding bank holidays). Sessions or other Services required outside of these hours are subject to our availability and may incur additional costs.
 - 4.2 You may reschedule a pre-arranged session on one occasion within the programme timeframe without penalty, provided you have given us a minimum of 7 days' notice of this. If we do not receive the required notice, if you reschedule any session on more than one occasion, or if you are unavailable at the agreed time, we reserve the right to charge for the session at our standard rate, together with any expenses we have incurred as a result, and the relevant session may be lost in accordance with clause 3.6.
 - 4.3 If, due to circumstances beyond our control, we have to cancel or reschedule a scheduled session, we will notify you immediately to minimise disruption. Our sole liability will be to rearrange the session to a mutually convenient time and no refunds will be offered.
 - 4.4 We will use all reasonable endeavours to complete our obligations under the Contract in a timely manner and in accordance with any agreed programme and session dates, but time will not be of the essence in the performance of our Services.
5. **Fees and Payment**
 - 5.1 You will need to pay for the coaching programme in full, up front, at the time of accepting our Proposal. We will be unable to arrange any sessions until this payment has been received.
 - 5.2 If, at our sole discretion, we offer a payment plan to you, you must pay for a minimum of 2 sessions in advance throughout the duration of the programme.
 - 5.3 All invoices are payable in full, in pounds sterling, within 7 days from the date of invoice, without set-off, withholding or deduction.
 - 5.4 All prices quoted are exclusive of VAT, where applicable.
 - 5.5 We reserve the right to review our fees at the end of each programme term. We will notify you in writing of any changes to the fees which will affect subsequent programmes.
 - 5.6 We will charge for mileage to attend meetings and face to face sessions, together with travel time and other reasonable expenses. We will also charge for any additional Services provided by us at your request that are not specified in the Contract. These additional Services will be charged in accordance with our current applicable rate in effect at the time of performance, or such other rate as may be agreed.
 - 5.7 The time for payment is of the essence of the Contract. If you fail to make any payment to us by the due date then, without prejudice to any statutory rights which we may have, we will have the right to suspend the Services and charge you interest on a daily basis at the rate of 8% per annum above The Bank of England base rate from time to time, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest will accrue after as well as before any judgment. We will also charge for any costs we incur in attempting to recover any outstanding debt.
6. **Variations and Amendments**
 - 6.1 If you wish to vary the Services to be provided, please notify us in writing as soon as possible. We will use all reasonable efforts to make any required changes and will invoice you for any additional costs incurred as a result.
 - 6.2 If we have to make any change in the arrangements relating to the provision of the Services, we will notify you immediately. We will aim to keep such changes to a minimum and will seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.
7. **Cancellation and Termination**
 - 7.1 We may cancel the Contract at any time by giving you 7 days' written

- notice.
- 7.2 You may not cancel during the initial programme term, except in accordance with clause 7.3. The programme will continue on a rolling 6-week basis, unless you give us no less than 14 days' notice prior to the end of the then-current term.
- 7.3 Either party has the right to terminate the Contract immediately by giving written notice if the other party:
- 7.3.1 has committed a material breach of this Contract, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within 14 days after a written notice to do so; or
- 7.3.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 7.4 In the event of termination, no refunds will be offered for payments made in advance and any remaining payments required under the Contract will become immediately due and payable. In respect of Services provided but for which no invoice has been submitted, we will be entitled to submit an invoice, which will become due and immediately payable.
- 7.5 Any and all obligations of the parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract will survive termination under this clause 7 on a pro-rata basis.
- 8. Confidentiality:** The parties agree that they will not use any confidential information provided by the other, except to perform their obligations under the Contract. Each party will maintain the confidential information's confidentiality and will not share it with any third party, unless so authorised by the other party in writing.
- 9. Intellectual Property Rights**
- 9.1 We reserve all copyright and any other intellectual property rights which exist in, or in connection with, the provision of the Services. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.
- 9.2 Any documentation we may provide will be in our standard format only. If you require any bespoke or branded documentation, this will be chargeable.
- 9.3 We will retain ownership in all documentation and provided we have received all payments under the Contract in full, we will grant you a non-exclusive licence to use the documentation solely for your internal business purposes in connection with the Services provided. Under no circumstances may it be used in any other way, or reproduced, lent, sold or otherwise circulated without our express written consent.
- 9.4 You warrant that any document or instruction you supply to us will not cause us to infringe any intellectual property rights of yours or any third party in the provision of our Services. You will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any such intellectual property rights which results from our use of your information.
- 10. Assignment and Sub-Contracting**
- 10.1 You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Contract.
- 10.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the Contract, without your prior consent. In this event, we will be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own.
- 11. Liability and Indemnity**
- 11.1 Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- 11.2 Except as provided in clause 11.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained in the Contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are expressly excluded, to the maximum extent permitted by law.
- 11.3 We cannot guarantee the success or outcomes of any of the Services to be provided. We will provide you with suggested techniques, advice and guidance, however, we cannot accept responsibility for the application of such techniques, advice or guidance, or for any actions taken as a result, nor can we be held liable for any consequences should our advice not be taken.
- 11.4 In the event of a breach by us of our express obligations under the Contract, your remedies will be limited to damages, which in any event, will not exceed the total fees paid by you under the Contract in the preceding 6 month period.
- 12. Restrictive Covenants:** Neither party will, during the term of the Contract and for a period of 12 months after its expiry or termination, without the other's prior written consent, appoint in any way or cause to be employed, engaged or appointed an employee, agent, director or sub-contractor of the other.
- 13. Force Majeure:** Neither party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond that party's reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storm, earthquake, pandemic, epidemic, act of terrorism or war, governmental action or any other event that is beyond the control of the party in question.
- 14. Data Protection**
- 14.1 Both parties agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018, the UK General Data Protection Regulation and any subsequent amendments to them.
- 14.2 If you provide us with the personal data of any other person, you warrant that you have obtained the permission of that other person to pass their data to us. We will only collect, store and process it in order to provide the Services under the Contract and will not use it in any other manner without consent.
- 14.3 For further information, please refer to our privacy policy, available on request.
- 15. Waiver:** No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 16. Severance:** In the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that/those provisions will be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions will be valid and enforceable.
- 17. Notices:** Notices will be deemed to have been duly received and properly served 24 hours after an email is sent or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.
- 18. Law and Jurisdiction**
- 18.1 These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.
- 18.2 Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.