

TERMS AND CONDITIONS FOR COACHING IMPACT

PARTIES

1. **Coaching Impact Limited**, a company incorporated in England and Wales with company number 06258053 and having its registered office at 1st Floor 5 Century Court, Tolpits Lane, Watford, Hertfordshire, England, WD18 9PX (**'we'**, **'us'**, **'our'**, **'Coaching Impact'**); and
2. The party identified as the purchaser of the services in the proposal (it is acknowledged that the recipient of the services may be a different person) (**'you'**, **'your'**).

1 Contract application

- 1.1 If you are a business entering into this contract on behalf of the guest:
 - 1.1.1 the following clauses do not apply to you: 3 and 11. The validity and enforceability of the other provisions of this contract shall not be affected; and
 - 1.1.2 you are responsible for ensuring that the guest complies with the terms of this contract and the documentation referred to in it and 'you' and 'your' shall be interpreted as the contract requires, as if the guest was a party to this contract.
- 1.2 If you are a guest booking on your own behalf (a consumer), clause 15.2 does not apply to you. The validity and enforceability of the other provisions of this contract shall not be affected.

2 How our contract is formed

- 2.1 When you request services from us, we will submit a written proposal that describes what services you have requested (including details of the retreat that you would like to attend (**'retreat'**))(**'proposal'**).
- 2.2 You should not commit to receive the services until you are satisfied with this contract and if you have any queries, please speak with our representatives by telephone (+44 (0) 208 347 9362), email (hst@coachingimpact.co.uk) or at our corporate address above. If you need more information you can refer to our website at www.saramilnerowe.com.
- 2.3 If you want to proceed with the services set out in the proposal (**'services'**), please notify us (either in writing or verbally). At this point a legally binding contract will be in place between you and us and these terms and conditions will apply (**'contract'**).
- 2.4 If you are entering into this contract on behalf of someone else, you are responsible for ensuring that they comply with the terms of this contract and the documentation referred to in it.

3 Information we give you

- 3.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you the following key information before a legally binding contract between you and us is made. This is set out below and forms part of this contract.

Description of the services	Contained in the proposal
Our identity and contact details	Detailed above
Total price of the services	Contained in the proposal and in clause 10
Payment, delivery and performance	Contained in these terms and conditions
Complaints handling	Contained in these terms and conditions

4 Right to cancel

- 4.1 You have the right to cancel this contract within 14 days of the contract being formed without giving any reason. The cancellation period will start on the day after we email you (as referred to in clause 2.3) and will end at midnight on day 14 unless day 14 falls on a weekend or a public holiday in England in which case it will end on the next working day ('**initial cancellation period**').
- 4.2 You do not have the right to cancel if:
- 4.2.1 the services have been fully performed (i.e. the services are complete) during the initial cancellation period;
 - 4.2.2 your arrival at the pre-retreat event or the retreat ('**arrival date**') is within the initial cancellation period. You acknowledge that if your arrival date is within the initial cancellation period, you are requesting us to start providing the services during the initial cancellation period; or
 - 4.2.3 your arrival at the pre-retreat event or the retreat is after the initial cancellation period but you request that we start providing services during the initial cancellation period, including without limitation by booking specialists, treatments and/or accommodation in anticipation of your arrival.
- 4.3 To exercise any right to cancel, you must inform us by giving us a clear statement (e.g. a letter sent by post or email) using the contact details at the top of this contract and you must send this before the end of the initial cancellation period.
- 4.4 Any cancellation outside the initial cancellation period is strictly subject to our discretion. In most cases we will not be able to provide a refund.
- 4.5 This does not affect your rights if services are of sub-standard quality. Please see clause 12.

5 Effects of cancellation during the initial cancellation period

- 5.1 Subject to clause 5.2, if you cancel this contract during the initial cancellation period and clause 4.2 does not apply, we will reimburse to you all payments received from you.
- 5.2 If you cancel the contract during the initial cancellation period but we have started to provide services in anticipation of your arrival, including without limitation by booking specialists, treatments, chefs and/or accommodation, your cancellation will be effective and we will reimburse to you all payments received from you less any amounts we need to retain to cover the costs of:
- 5.2.1 property rental costs (if applicable) charged to us by the property owner for the period of the services;
 - 5.2.2 the price charged to us by individuals who we have engaged to support the provision of the services;
 - 5.2.3 our administrative charges (not including the property rental costs or third party charges) that reflects both the attention given to creating the proposal and our organisation of the services; and
 - 5.2.4 all other costs we have incurred for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract.

6 Reimbursement after cancellation during the initial cancellation period

- 6.1 We will pay any reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 6.2 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7 Our right to end the contract

- 7.1 You acknowledge that we may end this contract if we cannot secure appropriate staff (including if the host is unable to attend) or because the accommodation is or becomes unavailable.
- 7.2 If we end the contract in accordance with this clause, we will either:
 - 7.2.1 arrange for your attendance at an alternative retreat; or
 - 7.2.2 refund you the price that you paid.

8 Your privacy and personal information

- 8.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.
- 8.2 Our **Privacy Policy** is available at www.coachingimpact.co.uk/contact.

9 Travel to the retreat

- 9.1 You are responsible for arranging all travel to and from the retreat, including but not limited to flights, airport parking and transfers. You are also responsible for arranging all travel to and from any pre-retreat events.
- 9.2 You must ensure that you make appropriate travel arrangements to arrive at the retreat in time. You will not be able to access the accommodation that we have booked until 4pm on the arrival date (or any other time notified to you). We cannot offer any refunds or alternative arrangements for any part of the services that you miss due to travel arrangements.
- 9.3 You must ensure that you have a travel insurance policy in place that covers your travel to and from and attendance at the retreat. It is your responsibility to ensure that the travel insurance policy sufficiently covers you, including in relation to any cancellation.

10 Price and payment

- 10.1 The price for the services will be as set out in the proposal. Please contact us using the contact details at the top of this contract if you want any further information on your bill or have a query on it.
- 10.2 We will send you an invoice by email for the full amount of the price on or after the day this contract starts. We require full payment by bank transfer (to the bank details provided on the invoice) either:
 - 10.2.1 within 14 days (when banks in the UK are open) following the date of this contract (or earlier if the arrival date is within 2 days of the date of this contract); or

- 10.2.2 as otherwise agreed with us and as set out in the proposal.
- 10.3 If payment is not received by us in accordance with this clause 10:
 - 10.3.1 we may charge interest on any balance outstanding at the rate of 2% per year above the Bank of England's base rate; and/or
 - 10.3.2 we may cancel this contract by notice in writing to you.
- 10.4 All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate.

11 Nature of the services

- 11.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The services that we provide to you must be carried out with reasonable care and skill. In addition:
 - 11.1.1 where the price has not been agreed upfront, the cost of the services must be reasonable; and
 - 11.1.2 where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.
- 11.2 We are under a legal duty to supply you with services that are in conformity with this contract.
- 11.3 Note that, notwithstanding the above, the proposal sets out the price and agreed times for delivery of the services.

12 Quality of the services

- 12.1 The proposal sets out further details of the services.
- 12.2 You acknowledge and agree that we may delegate the provision of some or all of the services to a third party.
- 12.3 If you are unhappy with any part of the delivery of the services, please notify us within a reasonable time of becoming aware of the issue by contacting us using the details set out at the top of this contract.
- 12.4 Any information that we provide to you is not intended to be a substitute for professional medical advice and it should not be relied upon.
- 12.5 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

13 Guest conduct

- 13.1 You must comply with the terms of the accommodation policy that we will provide to you, as updated from time to time, and any other third party policies that are in place to protect staff and guests.
- 13.2 You must act in a respectful and responsible manner during your time at the retreat, both towards other guests, our staff and the accommodation. We will not be liable for any damage caused by you to the accommodation or any third party property.
- 13.3 It is your responsibility to advise us of any dietary requirements, including any allergies, on or the day after this contract is formed. We will do our best to cater for any dietary requirements provided that they are notified to us in advance.

14 Use of social media

- 14.1 This clause deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Google+, Wikipedia, Whisper, Instagram, Tumblr and all other social networking sites, internet postings and blogs.
- 14.2 You should be respectful to other guests and their privacy when making any statement or post on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

15 Limitation on our liability

- 15.1 Except for any legal responsibility that we cannot exclude or limit in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
- 15.1.1 losses that were not foreseeable to you and us when the contract was formed;
 - 15.1.2 losses that were not caused by any breach on our part;
 - 15.1.3 losses that are related in any way to your travel arrangements, including losses due to you failing to obtain the appropriate travel (or similar) documents;
 - 15.1.4 business losses;
 - 15.1.5 losses to non-consumers; or
 - 15.1.6 losses of personal possessions, which at all times shall be your responsibility to ensure are safe and secure.
- 15.2 If you are a business entering into this contract on behalf of the guest, then:
- 15.2.1 we shall under no circumstances whatsoever be liable to you whether or not arising in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any: loss of profits; loss of sale or business; loss of or damage to goodwill; and any indirect or consequential loss; and
 - 15.2.2 our liability, whether or not arising in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, under or in connection with this contract shall in all circumstances be limited to the amount paid or payable by you as set out in the proposal.

16 Changes to this contract

We may change this contract at any time if required for legal or regulatory purposes. Any changes we make will form part of this contract. Where possible, we will contact you to let you know if we intend to make any such changes by giving you at least 1 weeks' notice.

17 Events beyond our control

Our carrying out of the services might be affected by events beyond our reasonable control, including but not limited to adverse weather conditions, travel disruptions or travel restrictions. If so, there might be a delay before we can start or restart the services, or we might need to cancel the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances. You acknowledge that we are under no obligation to provide a refund if the services are affected in accordance with this clause 17, but we will endeavour to arrange an alternative retreat.

18 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.

19 Disputes

19.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this contract.

19.2 If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

19.3 The laws of England and Wales apply to this contract, although if you are resident or registered elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

19.4 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.