

# OUR TERMS OF SERVICE

These are the terms and conditions on which we provide our coaching services to you. Please read these terms carefully before you book the 90 Minute Mini-Intensive, Signature 90 Days Coaching Package or VIP Intensive.

## 1. ABOUT US

We are Life On Her Terms (we, us or our). You can contact us by writing to us at [support@lifeonherterms.com](mailto:support@lifeonherterms.com).

## 2. TERM

We shall provide our services to you from and until the dates provided in our email confirming your booking unless and until this agreement is terminated by either party as provided in these terms.

## 3. OUR SERVICES

3.1 If you would like to book our 90 Minute Mini-Intensive, Signature 90 Days Coaching Package, or VIP Intensive (the "Service") then you may book through our website ([www.lifeonherterms.com](http://www.lifeonherterms.com)).

3.2 Our acceptance of your booking will take place when we email you to accept it, at which point a contract will come into existence between you and us. If we are unable to accept your booking we will inform you of this and the reason why by email and we will not charge you for the booking.

3.3 We may need certain information from you so that we can provide the Service to you, for example we will send you a client questionnaire which we ask to be returned 24 hours before our first session with you so that we can better understand your goals, what you would like to achieve and any obstacles that you believe are in your way. We will contact you in writing (normally by email) to ask for such information. We will not be responsible for providing the Service late or not supplying any part of the Service if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

3.4 Unless prevented by ill health, accident or an event outside of our control, if we have contracted with you for our:

(a) 90 Minute Mini-Intensive, we will provide a tailored 90 minute strategy session via Skype and follow-up email sessions for one week after this Skype session.

(b) Signature 90 Days Coaching Package, we will provide one 90 minute intensive session over Skype (or over the phone, if requested by you by email at least 24 hours before the session) followed by 11 one-hour Skype (or over the phone, if requested by you by email



*Terms of Service: updated October 2020*

at least 24 hours before the session) sessions. We will provide weekly modules, provide strategies, guidance and advice on how to get what you want from life and we will provide homework and additional resources such as an orientation pack and book recommendations.

(c) VIP Intensive, we will provide one bespoke face to face six hour session in a hotel (with lunch included) to provide the client who knows exactly what change or result she wants with an action plan, strategy and timeline. You will also receive a 1 hour follow up telephone call.

3.5 If we are unable to provide any sessions of the Service due to illness or injury or for any other reason we shall notify you as soon as reasonably practicable and we shall make all reasonable efforts to rearrange the session. If you are unable to attend any session of the Service because of illness or injury or for any other reason you shall notify us as soon as reasonably practicable and at least 24 hours before the session (where possible) so that we can make all reasonable efforts to rearrange the session.

3.6 If our performance of the Service is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

#### **4. PAYMENTS AND PRICES**

4.1 The cost of our Services will be displayed on our website ([www.lifeonherterms.com](http://www.lifeonherterms.com)). If you select the payment plan option on our website, an invoice will be submitted to you on a monthly basis setting out the amount owed for our Service for that month and any VAT payable. You will pay such invoices within 7 days of receipt.

4.2 We accept payment via PayPal, Visa, Mastercard, American Express and bank transfer.

4.3 It is always possible that, despite our best efforts, our Service may be incorrectly priced. Should this occur and the price is lower, we will charge a lower amount, or where a price is higher, we shall email you to confirm the higher cost and give you the opportunity to cancel your booking



*Terms of Service: updated October 2020*

of the Service. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

4.4 If you have paid for our Service, you have 14 days after the day we email you to confirm we accept your booking to change your mind. However, once we have completed the Service you cannot change your mind, even if the period is still running. If you cancel after we have started the Service, you must pay us for the services provided up until the time you tell us that you have changed your mind.

4.5 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.

4.6 If you think any invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## **5. COMPLAINTS**

We hope you will be happy with our Service but if you should have any complaints please email us at [support@lifeonherterms.com](mailto:support@lifeonherterms.com) in the first instance and we will endeavour to resolve any issues.

## **6. CONFIDENTIAL INFORMATION AND OUR PROPERTY**

6.1 You shall not use or disclose to any person either during or at any time after our engagement with you any confidential information about our business or affairs or about any other confidential matters which may come to your knowledge in the course of providing the Service. For the purposes of this Clause 6, confidential information means any information or matter which is not in the public domain and which relates to our affairs and includes the telephone number given to you to contact us.



6.2 Our sessions will be recorded for your personal use and for the use of my International Coaching Certification accreditation – they will not be shared externally unless agreed to by you the client.

6.3 The restrictions in Clause 6.1 do not apply to any use or disclosure authorised by us or as required by law, or any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

6.4 We shall not use or disclose to any person either during or at any time after our engagement with you any information which you provide to us as part of the Service, unless authorised by you or as required by law, or any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure.

6.5 All documents, manuals, orientation packs, welcome packs, modules, homework and software provided for your use by us, and any data or documents (including copies) produced, maintained or stored on our computer systems or other electronic equipment (including mobile phones and tablets), remain our property.

## **7. DATA PROTECTION**

7.1 We will use the personal information that you provide to us to provide the Service; process your payment for such Service; and if you agreed to this during the booking process, to inform you about similar services that we provide, but you may stop receiving these communications at any time by contacting us.

7.2 You consent to us holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 relating to you including, as appropriate, information about your physical or mental health or condition, birthplace, family history and your racial or ethnic origin or religious or similar beliefs so that we can tailor our coaching sessions to you.

7.3 You consent to us making such information available to those who provide products or services to us (such as advisers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of our business or any part of our business.

7.4 You consent to the transfer of such information to our business contacts outside the European Economic Area in order to further our business interests.

## **8. INTELLECTUAL PROPERTY**

8.1 All intellectual property rights and any other rights in our materials are owned or licensed by us. Such materials include (without limitation) any questionnaires, welcome packs, orientation packs, modules and homework.

8.2 Any materials we supply or provide to you are for your personal use only and should not be distributed or copied without our prior permission. You are not permitted to use the materials for commercial purposes.

8.3 If you are interested in using our materials for commercial purposes please contact us at [support@lifeonherterms.com](mailto:support@lifeonherterms.com).

## **9. LIABILITY**

9.1 If we do not comply with these terms, we shall be responsible for any loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example if you discussed it with us beforehand. We provide our Service for private purposes and we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Service we provide.

9.3 You agree that only you can make changes to your life and you are solely and completely responsible for your progress and results from the Service. We will give you guidance and support in achieving your goals but we cannot guarantee that you will achieve your goals or that you will achieve the same results as someone else using the Service.

## **10. TERMINATION**

10.1 We may at any time end the contract with you by writing (including by email) and with immediate effect if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Service, for example you do not complete the client questionnaire (as mentioned in Clause 3.3) before our first session with you, or



*Terms of Service: updated October 2020*

you provide us with information that is incomplete or incorrect and you do not provide the correct and/or additional information requested within a reasonable time of us asking;

(c) you do not behave professionally, courteously and respectfully with us and our staff;

(d) you continuously cancel bookings without providing reasonable explanations;

(e) in accordance with Clause 3.5, despite our reasonable efforts, we are unable to contact you or we are unable to re-arrange the session; or

(f) you are in material breach of any of your obligations under this agreement.

10.2 If we end the contract in the situations set out in Clause 10.1 we will refund any money you have

paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 Any delay by us in exercising our rights to terminate shall not constitute a waiver of those rights.

10.4 You may end the contract with us with immediate effect by emailing

support@lifeonherterms.com or by completing the form in the Schedule of this agreement and we will refund you in full for any Service which has not been provided or has not been properly provided only if:

(a) we have told you about an error in the price or description of the Service you have booked and you do not wish to proceed;

(b) there is a risk the Service may be significantly delayed because of events outside of our control; or

(c) you have a legal right to end the contract because of something we have done wrong.

10.5 Even if we are not at fault and you do not have a right to change your mind (see Clause 4.4), you

can still end the contract before it is completed. A contract for services is completed when we have finished providing the Service and you have paid for it. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately once we have sent notice to you in writing (normally by email) but we will not refund any sums paid by you for the services and you shall remain liable for outstanding payments (including the remaining payments if you selected

payment via the payment plan option) for the services.

## **11. GENERAL TERMS**

11.1 We shall be permitted to transfer our rights and obligations under these terms to another party.

11.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

11.3 No third party shall have any rights under these terms.

11.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.5 Any delay in enforcing our rights or bringing an action against you shall not be a waiver of our rights. Even if we delay in enforcing this contract, we can still enforce it later.

11.6 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 Australia and NSW.

11.7 The courts of NSW shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).