

Terms of Business for Workshops and 'Soft Goods'

These terms relate to the services supplied to you through our site such as workshops, the MOT tool and e-books (the "Service") and should be read in conjunction with the Terms of Use of the site which also apply.

1 Prices and Payment

- 1.1 Your order is an offer to purchase services or soft goods from us. The Service will be made available to you once your payment has been authorised. There will be no contract of any kind between you and us until you make authorised payment for the Service and you receive the order confirmation from us. At any point up until then, we may decline to supply the Service to you without giving any reason.
- 1.2 The prices for the Service are calculated and payable in advance as set out at the on-line store page of our site. We shall be under no obligation to provide the Service until the price has been paid.

2 Using the Service

Workshops

- 2.1 You must pre-purchase your ticket to come to our workshops.
- 2.2 You will be emailed a notification of booking once we have received payment. Please bring this with you to the workshop and any other materials we refer to.
- 2.3 We do not operate a refund policy except in accordance with clause 3 below and tickets are non-transferable.

E-books

- 2.4 The catalogue of e-books available is set out on our site on the resources page: <http://www.thecareercoach.co.uk/resources.php> .
- 2.5 All e-books must be paid for in advance using the on-line payment facility.

Career Change MOT

- 2.6 This is a free 34 point checklist designed to give you an overview of the areas you might want to focus on to radically improve your sense of purpose, achievement and recognition at work. It is intended as a guide only and not to be treated as

definite advice, as are the tips sheets to help you improve those scores in a given area which follow in the 4 days thereafter.

- 2.7 Once you receive the Career Change MOT results, you will also receive a money-off voucher to offset against coaching with us. The voucher will specify the value and how long it is valid for.

3 **Returns and cancellation policy**

Workshops:

- 3.4 **Cancellation by you:** Once you have paid for a workshop and you have started it, you are not able to cancel your purchase. If your workshop has not started, in accordance with the Consumer Protection (Distance Selling) Regulations 2000, you may cancel your contract within 7 working days after the date of your order confirmation and we will reimburse the purchase price within 30 days of the date of cancellation. If you wish to start a workshop within 7 days of your order confirmation, you hereby waive your cancellation rights.

- 3.5 **Cancellation by us:** In the event of non-arrival or cancellation by a guest or speaker at a workshop, or an event occurring which is beyond our control, we will not be liable and any fees paid or costs incurred in order to attend that workshop are non-refundable. In the event of an event being cancelled by us for any other reason, you will be offered a full refund of the workshop fee.

E-books:

- 3.6 Due to the digital nature of the e-books, no automatic right of refund or cancellation exists after an e-book has been purchased by you in accordance with Regulation 13 of the Consumer Protection (Distance Selling) Regulations 2000. This does not affect your statutory rights.

4 **Termination**

- 4.1 Your access to the Service may be terminated by written notice if you are in material breach of this agreement and the breach is not remedied within the period of 14 days after written notice of the breach has been given to you. If we reasonably believe your breach of these Terms & Conditions affects our lawful operation of the Service or third party customers we may suspend your access to the Service at any time.

5 **Our assurance to you**

5.1 We warrant that we have the right to provide the Service and will use all reasonable skill and care in making the Service available to you and in ensuring its availability.

5.2 The Company is continually seeking to improve the Service. The Company reserves the right, at its discretion, to make changes to any part of the Service provided that it does not materially reduce their content or functionality.

6 **Disclaimer**

6.1 The services provided via our workshops and tools, including all ebooks, content and information, are provided without any warranties of any kind, either express or implied. While we take reasonable steps to ensure the quality of content and information made available to you in general terms, neither we, nor our officers, employees, contractors or content providers assume any responsibility for the accuracy, correctness, relevance, completeness or currency of the information or other content in ebooks, soft tools or provided at workshops.

6.2 We are not responsible for any accident or injury (or allergic reaction) that occurs to any person whilst attending any of our workshops, nor for the loss of or damage to any person's personal or business belongings during an event.

6.3 Our entire liability to you in respect of all matters associated with us shall be limited as follows:

6.3.1 Nothing in these Terms of Business excludes our liability for death or personal injury arising from our negligence, our servants or agents.

6.3.2 Nothing in these Terms and Conditions excludes any other liability which is prohibited from being excluded by law.

6.4 Except as set above, we accept no liability for and hereby excludes any liability for any consequential or indirect losses, loss of profits, loss of business, loss of goodwill or any form of special damages.

6.5 Our liability for direct loss shall, subject to paragraphs (i) and (ii) above, be limited to the workshop or other fees paid by you to us and all conditions, warranties or other terms whatsoever inconsistent with the provisions of this sub paragraph are hereby expressly excluded.

6.6 Last updated on 27th July 2011