

Career Coaching Services Contract

This coaching services contract is an agreement between the coach and the client. It specifies the full scope of all services provided, along with the terms and conditions under which those services are provided. This is a legally binding agreement between the coach and client. It is important you read and understand this contract. If you have any questions or seek to amend any part of this agreement, you must contact us prior to the purchase of any coaching services. You can contact us by emailing enquiries@occupationnavigation.com or by calling us on 0330 133 2131.

Application and Interpretation

1. The provider of career coaching services will be Occupation Navigation Ltd. All references to “the coach”, “we”, “us”, or “our” throughout this agreement will refer exclusively to Occupation Navigation Ltd., registered as a private limited company in the UK under company number 12030200, whose registered office is at 54 Trinity Court, Haywood Road, Taunton, England, TA1 2LL.
2. All references to “the client”, “you”, or “your” throughout this agreement will refer exclusively to the client detailed in Schedule 1 to this agreement.
3. By purchasing any of our services, you agree to be bound by these Terms and Conditions.
4. This contract becomes binding from the moment both parties confirm their agreement in writing (including via email) that career coaching services are to be provided by the coach to the client, or from the moment any payment is made by the client to the coach in respect of such services, whichever is the earlier. No variations can be made to this contract after it becomes binding.
5. All descriptions set out in our website, catalogues, brochures or other forms of advertisement are for illustration purposes only. The career coaching provided by the coach will be tailored to the needs of the client with a view to achieving the best possible outcome for the client, but the outcome cannot be guaranteed and is dependent upon factors outside of the control of the coach, including the behaviour of the client. We do not guarantee any particular result or outcome, nor accept any responsibility if a desired outcome is not attained.
6. Any notice to be served in writing under this agreement may be served by first class post (in which case it will be deemed to have been received on the second working day after the date of posting) or via email. The coaches address for service is either its registered office address or enquiries@occupationnavigation.com. The client’s address for service shall be the address and email detailed in Schedule 1 to this agreement.

Specification and Scope of Services Provided

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7. In consideration of the payment specified in Schedule 2 of this agreement, the coach will provide one session of individual career coaching per week throughout the term of this contract, as specified in Schedule 2 of this agreement (“the Term”)
 8. Career coaching sessions will be usually be delivered at the same time each week, such time to be agreed between the client and coach at least 7 days in advance of each session.
 9. Career coaching services will usually be provided in the form of a video conference between coach and client. At the coach’s discretion and subject to the coach providing not less than 3 days’ notice, coaching services may be provided by other means Including, but not limited to, via telephone or email.
 10. Each career coaching session will usually last approximately one hour and will be of no less than 54 minutes’ duration.
 11. You are prohibited from copying, reproducing or publishing any of the course content or materials provided by the coach during the course of the coaching relationship and from making any audio or visual recording or broadcast of any coaching session.

Client Responsibilities

- 12.. You agree to co-operate and communicate with the coach at all times during the course of the relationship.
13. You agree to complete all sessions throughout the Term and to use all reasonable endeavours to complete the activities and actions specified by the coach during the Term.

Cost and Payment

14. The total cost of the coaching services provided is detailed in Schedule 2 to this agreement.
15. A deposit of 30% (“the Initial Deposit”) in advance is payable on the signature of this agreement or upon your written acceptance of its terms, whichever is the earlier, and such deposit will be non-refundable except as provided by clause 17 hereof.
16. The balance of the total cost agreed must be paid to reach our bank account in cleared funds at least 7 days prior to the first coaching session. Acceptable methods of payment will be specified in our sales invoice.

Cancellations and Refunds

17. Either the client or the coach has the right to cancel this agreement by giving notice in writing within 14 days of the date of this agreement and the client shall be entitled to a full refund in that event, unless the client has waived the right to cancel and has undertaken the first session within that 14 day period.

- 19.. Where it is not possible for the client or coach to attend a coaching session, it may be rescheduled at no additional cost by either party giving the other a minimum of 3 days' notice.
- 20... If, for any reason, the client fails to attend any of the coaching sessions without giving 3 days' prior notice, the client will lose the right to reschedule that session
21. The coach may terminate this agreement at any time upon giving not less than 7 days' notice in writing and, in that event, the client the client will be entitled to a refund equivalent to the value of all sessions not completed insofar as that value exceeds the Initial Deposit, which shall not be refunded.

Privacy

22. Your privacy is critical to us. We respect your privacy and shall comply with the General Data Protection Regulation with regard to your personal information.
23. These Terms and Conditions should be read alongside and are in addition to our policies, as varied from time to time, including our privacy policy and cookies policy, which can be found on our website.
24. For the purposes of these Terms and Conditions:
- A) 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
 - B) 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
 - C) 'Data Controller', 'Personal Data', 'Process' and 'Processing' shall have the same meaning as in the GDPR.

25. We are a Data Controller of the Personal Data we Process in providing services to you.
26. Where you supply Personal Data to us so we can provide services to you, and we Process that Personal Data in the course of providing the Services to you, we will comply with our obligations imposed by the Data Protection Laws: before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected; we will only Process Personal Data for the purposes identified; we will respect your rights in relation to your Personal Data; and we will implement technical and organisational measures to ensure your Personal Data is secure.
27. For any enquiries or complaints regarding data privacy, you can e-mail: enquires@occupationnavigation.com.

Liability

28. We do not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the coaching service providers' other legal obligations. Subject to the above, we accept not liability for any loss incurred by you including, but is not limited to any loss of earnings or other economic loss.

Complaints, Jurisdiction and Governing

29. While we will always seek to avoid any disputes, if one should arise and the client wishes to make a complaint, they can do so by notifying us in writing. We will aim to respond within 5 days.

30. This contract is governed by the laws of England and Wales.