

# TERMS AND CONDITIONS

## **Please read all these terms and conditions.**

As we can accept your request to provide a service and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just call 07711 954668

## **Application**

1. These Terms and Conditions will apply to the purchase of the services by you (the **Customer** or **you**). We are Sandra Lynch trading as Discover Growth of 68 Nairnside Road, Glasgow, G213RZ with email address [thecoach@discovergrowth.co.uk](mailto:thecoach@discovergrowth.co.uk); telephone number 07711954668; (the **Supplier** or **us** or **we**).
2. These are the terms on which we sell all Services to you. By requesting any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Services from the Website, email, text, or verbal arrangement if you are eligible to enter a contract and are at least 18 years old.

## **Interpretation**

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession.
4. **Contract** means the legally binding agreement between you and us for the supply of the Services.
5. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Coaching agreement.
6. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored.
7. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Coaching agreement.
8. **Coaching agreement** means the Customer's request for the Services from the Supplier as submitted following the step-by-step process set out on the Website, email, text, or verbal arrangement.
9. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website, email, or text.
10. **Services** means the services advertised on the Website, including any Goods, of the number and description set out in the Coaching agreement;
11. **Website** means our website [www.discovergrowth.co.uk](http://www.discovergrowth.co.uk) on which the Services are advertised.

## Services

12. The description of the Services and any Goods is as set out on the Website, catalogues, brochures, or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of any Goods supplied.
13. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
14. All Services which appear on the Website are subject to availability.
15. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

## Customer responsibilities

16. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licenses and consents (unless otherwise agreed).
17. Failure to comply with the above is a customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

## Personal information

18. We retain and use all information strictly under the Privacy Policy.
19. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

## Basis of Sale

20. The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services or Goods. When a client request has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
21. The Coaching agreement is set out based on the client request on the Website, email, text or verbal agreement. Each step allows you to check and amend any errors before signing the Coaching agreement. It is your responsibility to check that you have requested the services correctly.
22. A Coaching agreement will be formed for the Services ordered only when you receive an email from us confirming the agreement (**Coaching agreement**). You must ensure that the agreement is complete and accurate and inform us immediately of any errors. By signing the Coaching agreement, you agree to us giving you confirmation of the Contract by means of an email. You will receive the Coaching agreement within a reasonable time after making the request.
23. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of five (5) days from its date unless we expressly withdraw it at an earlier time.
24. No variation of the Coaching agreement, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

25. We intend that these Terms and Conditions apply only to a Coaching agreement entered by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.

## **Fees and Payment**

26. The fees (**Fees**) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is detailed in the contractual agreement at the date we accept the request or such other price as we may agree in writing.
27. ~~Fees and charges include VAT at the rate applicable at the time of the Order.~~ (Currently not applicable)
28. You must pay by submitting your credit or debit card details with your request and we can take payment immediately or otherwise stated in the Coaching agreement before Services are provided.

## **Services**

29. We will deliver the Services, including any Goods, by the time or within the agreed period or, failing any agreement:
- i. in the case of Services, within a reasonable time; and
30. In any case, regardless of events beyond our control, if we do not deliver the Services, you can require us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges.

## **Withdrawal and cancellation**

31. You can withdraw the request by telling us before the Coaching agreement is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.
32. This is a Coaching agreement which has the cancellation rights (**Cancellation Rights**) set out below. These Cancellation Rights, however, do not apply to a contract for the following goods and services (with no others) in the following circumstances:
- a. goods that are made to your specifications or are clearly personalised;

### *Right to cancel*

33. Subject as stated in these Terms and Conditions, you can cancel this contract within five (5) days without giving any reason.
34. To exercise the right to cancel, you must inform us of your decision to cancel this Coaching agreement by a clear statement setting out your decision (by email). You can use the model cancellation form, but it is not obligatory. In any event, you must be able to show clear evidence of when the cancellation was made, so you may decide to use the model cancellation form.

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Model cancellation Form

To Sandra Lynch trading as Discover Growth 68 Nairnside Road Glasgow G213RZ  
Email address: thecoach@discovergrowth.co.uk  
Telephone number: 07711954668

I/We[\*] here by give notice that I/We [\*] cancel my/our [\*] Coaching agreement of [for the supply of the following service [\*], requested on [\*/received on [\*] \_\_\_\_\_ (date received)

Name of consumer(s): Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper)

Date

[\*] Delete as appropriate.

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35. You can also electronically fill in and submit the model cancellation form or any other clear statement of the Customer's decision to cancel the Coaching agreement on our website [www.discovergrowth.co.uk](http://www.discovergrowth.co.uk) . If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation in a Durable Medium (by email) without delay.
36. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

*Commencement of Services in the cancellation period*

37. We must not begin the supply of a service (being part of the Services) before the end of the cancellation period unless you have made an express request for the service.

*Effects of cancellation in the cancellation period*

38. Except as set out below, if you cancel this Coaching agreement, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

*Payment for Services commenced during the cancellation period*

39. Where a service is supplied (being part of the Service) before the end of the cancellation period in response to your express request to do so, you must pay an amount for the supply of the service for the period for which it is supplied, ending with the time when we are informed of your decision to cancel the Coaching agreement. This amount is in proportion to what has been supplied in comparison with the full coverage of the Contract. This amount is to be calculated based on the total price agreed in the Coaching agreement or, if the total price were to be excessive, based on

the market value of the service that has been supplied, calculated by comparing prices for equivalent services supplied by other traders. You will bear no cost for supply of that service, in full or in part, in this cancellation period if that service is not supplied in response to such a request.

#### *Timing of reimbursement*

40. We will make the reimbursement without undue delay, and not later than:
  - a. Fourteen (14) days after the day we receive and acknowledge your cancellation.
41. 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 because of the reimbursement.

#### **Duration, termination, and suspension**

42. The Coaching agreement continues for long as it takes us to perform the Services.
43. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
  - a. commits a serious breach, or series of breaches resulting in a serious breach, of the Coaching agreement and the breach either cannot be fixed or is not fixed within thirty (30) days of the written notice: or
  - b. is subject to any step towards its bankruptcy or liquidation.
44. On termination of the Coaching agreement for any reason, any of our respective remaining rights and liabilities will not be affected.

#### **Successors and our sub-contractors**

45. Either party can transfer the benefit of this Coaching agreement to someone else and will remain liable to the other for its obligations under the Coaching agreement. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

#### **Circumstances beyond the control of either party**

46. In the event of any failure by a party because of something beyond its reasonable control:
  - a. the party will advise the other party as soon as reasonably practicable; and
  - b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery (and the right to cancel below).

#### **Privacy**

47. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation regarding your personal information.
48. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy ([www.discovergrowth.co.uk](http://www.discovergrowth.co.uk)) and cookies policy ([www.discovergrowth.co.uk](http://www.discovergrowth.co.uk)).
49. 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 GDPR.
  - b. 'GDPR' means the UK General Data Protection Regulation.
  - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
50. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.
51. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data while providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
- a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected.
  - b. we will only Process Personal Data for the purposes identified.
  - c. we will respect your rights in relation to your Personal Data; and
  - d. we will implement technical and organisational measures to ensure your Personal Data is secure.
52. For any enquiries or complaints regarding data privacy, you can e-mail: [Thecoach@discovergrowth.co.uk](mailto:Thecoach@discovergrowth.co.uk).

### **Excluding liability**

53. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Coaching agreement was made, or (ii) loss (e.g. loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

### **Governing law, jurisdiction and complaints**

54. The Coaching agreement (including any non-contractual matters) is governed by the law of Scotland.
55. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs clients should contact us to find a solution. We will aim to respond with an appropriate solution within five (5) days.

56. We aim to follow these codes of conduct, copies of which you can obtain as follows: International Coaching Federation - Code of Ethics available from [www.coachingfederation.org](http://www.coachingfederation.org)

#### **Attribution**

57. These terms and conditions were created using a document from [Rocket Lawyer](https://www.rocketlawyer.com/gb/en) (<https://www.rocketlawyer.com/gb/en>).

These terms & conditions will be signed and accepted electronically.