

# **executivecoachingtools.co.uk**

## **General Terms of Business**

### **1 Interpretation**

#### 1.1 In these Conditions:-

“Client” means a Delegate, a Registered User and any other person (legal or natural) who engages or employs a Registered User purchasing or using the Company’s Materials.

“Company” means executivecoachingtools.co.uk.

“Delegate” means the person sent on one of the Company’s Training Courses.

“Materials” means questionnaire and training materials whether written or in the form of a software program.

“Registered User” means a person who has successfully completed a Training Course (and/or has gained accreditation) and has been approved by the Company to be registered to use the Materials.

“Trade Marks” means trade marks of the Company.

“Training Course” means any of the Company’s training courses for Clients designed to lead to the award of a certificate/registration.

#### 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 These Conditions override any earlier conditions appearing in the Company's catalogues or elsewhere or referred to by the Client whether in the order or any negotiations.

1.4 Reference to one gender includes all other genders and reference to the singular shall include the plural and vice versa.

1.5 These Conditions shall govern the contract between the Company and the Client to the exclusion of any other conditions.

## **2 Training Courses**

2.1 Details of the fees for Training Courses and specific terms and conditions for Training Courses will be agreed directly with the client prior to enrolment on the training programme.

2.2 All invoices shall be paid within 30 days of the date of the invoice.

2.3 The Client shall not be entitled to a refund of any Training Course fees if written notice of any failure to attend or cancellation or postponement is received by the Company from the Client less than twenty one days before the start date of such Training Course, even if the failure to attend is beyond the Client's control.

2.4 Substitution can be accepted providing the Delegate has completed any pre-course training requirements.

2.5 The Company has the right to alter Training Course details at any time.

2.6 The Company gives no guarantee that every Delegate will, on the completion of a Training Course, obtain the award or relevant certificate/registration.

### **3 Licence of and Payment for Materials**

- 3.1 The Company grants to each Registered User an annual non-exclusive licence to use the Materials in accordance with and subject to these Conditions.
- 3.2 The Materials are provided to a Registered User via the Company's website and in consideration of the payment required to be made by the Registered User as a pre-requisite of gaining access to the Materials.

### **4 Conditions of Licence**

- 4.1 Materials shall only be available to Registered Users and are only for use by Registered Users.
- 4.2 Materials may not be passed on or re-sold to any third party who is not a Registered User.
- 4.3 The Materials shall not be modified enhanced developed or updated by the Registered User or any third party in any way.
- 4.4 The Registered Users to whom a licence is granted shall not assign such licence or sub-licence it in any way or to any legal or natural person but (in the event that a Registered User is employed by a Client) may give notice to the Company that it holds such licence upon trust for that employer provided that such employer shall in such event forthwith undertake in writing (in such form as the Company shall require) to indemnify the Company in respect of any breach of these conditions by that Registered User.
- 4.5 The Materials shall only be used in accordance with the directions to be given to Registered Users who acquire a licence.

4.6 Materials are supplied on the express condition that they will be used within the ethical guidelines detailed in clause 12. The Company reserves the right to withhold Materials from those who do not comply with such guidelines and to cancel the registration of Registered Users who are responsible for such non-compliance.

## **5 Termination**

The Company shall be entitled to terminate a licence granted to a Registered User without liability by giving notice to the Registered User by e-mail to the e-mail address of the Registered User as registered with the Company if:

5.1 That Registered User is in material breach of these Conditions provided that if the breach is capable of remedy the licence shall not be terminated unless and until the Registered User shall have failed to remedy that breach within 7 days of such notice;

5.2 The Registered User makes any voluntary arrangement with his creditors or is adjudicated bankrupt;

5.3 An encumbrancer takes possession of any property or assets of the Registered User;

5.4 The Registered User ceases or threatens to cease to carry on business as a coach; or

5.5 The Company reasonably apprehends at any of the events mentioned above in sub-clauses 5.1, 5.2, 5.3 and 5.4 is about to occur in relation to the Registered User and notifies the Registered User accordingly.

## **6 Intellectual Property Rights**

6.1 The Client acknowledges that the copyright and all of the Trade Marks, trade names, patents and other intellectual property rights used or embodied

in or used in connection with the Materials, including the manner in which they are presented and all information, documentation and manuals relating to them are the property of the Company unless otherwise stated in writing signed by a director of the Company.

- 6.2 The Client shall not reproduce or copy or vary or adapt the Materials by any means or in any way whatsoever or enter or convert the same into any kind of information storage or retrieval system including but not limited to any form of electronic or computer system.
- 6.3 The content of the Company's methods of scoring and processing results are secret and confidential and the Client must not disclose them to any third party which is not itself a Registered User.
- 6.4 The Client acknowledges that the Trade Marks are the property of the Company and use of the Trade Marks by the Client will at all times be in keeping with these terms of business and the Client will seek to maintain their distinctiveness and reputation as determined by the Company from time to time.
- 6.5 The Client will not use the Trade Marks in any way that could bring the reputation of the Company into disrepute.
- 6.6 The Client will not use any mark or name confusingly similar to the Trade Marks in respect of materials similar to the Materials and will not use the Trade Marks in connection with Materials other than the Materials.
- 6.7 The Client will not use the Trade Marks as part of any corporate business or trading name of the Client.

## **7 Training Orders**

7.1 Training Course bookings can be accepted over the telephone by the Company on the condition that they are confirmed either by the Client signing and returning an order form or by other written confirmation.

7.2 Training Course bookings can be accepted by completion of the online booking form and online payment system.

7.3 All invoices for Training Course bookings shall be paid within 30 days of the date of the invoice.

## **8 Confidentiality**

Each party shall keep confidential all information obtained from the other pursuant to any contract between the parties and shall not divulge information to any third party without the other's prior written consent. Each party shall ensure that its servants, agents, employees and sub-contractors are bound by the provisions of this clause.

## **9 Data Protection**

9.1 The Client shall comply with all the provisions of the Data Protection Act 1998 in relation to its use of the Materials.

9.2 The Client consents to the Company processing personal/candidate data relating to the Client for the purposes of facilitating the Client's use of the Materials.

## **10 Indemnity**

10.1 All Materials are supplied only on the basis that the Company incurs no liability to the Client or to any other party whether in contract or in tort (including negligence) or otherwise in respect of any matter arising out of the use of the Materials or out of the interpretation of the information thereby derived by the Client, the Company or any other party, except that

the Company is not limiting its liability for death or personal injury arising from the Company's or its employees' negligence, nor for fraudulent misrepresentations which the Client has relied upon.

10.2 All reports prepared by the Company represent opinions based on questionnaire results and must not be relied upon as statements of fact. In particular, whilst the Company has made efforts to ensure that the Materials avoid discrimination based on sex, race and age, no guarantee is given that this will be avoided in the interpretation of the tests.

## **11 General**

11.1 No waiver by the Company of any breach of these Conditions shall be considered as a waiver of any subsequent breach of the same or any other conditions.

11.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

11.3 These Conditions shall be subject to and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

11.4 The Company shall not be liable for any default resulting from causes beyond its reasonable control.

11.5A person who is not a party to these terms of business shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms of business.

## **12 Guidelines for ethical use of the questionnaires**

- 12.1 To follow interpretation instructions to ensure that the questionnaires are properly used.
- 12.2 To ensure that no unqualified person is allowed to interpret the reports.
- 12.3 To keep reports in a safe place to prevent unqualified use and other abuses.
- 12.4 To tell respondents how long data (e.g. reports) will be kept on file, and indicate to whom and under what circumstances data will or will not be released.
- 12.5 To take reasonable steps to keep individuals' results confidential, only divulging them to someone other than the respondent when there is legitimate cause and with the respondent's full knowledge.
- 12.6 To observe all applicable laws on the protection of personal data.
- 12.7 When communicating results, to ensure that their implications are clear to the recipient, and to explain the limitation of the report.
- 12.8 To use their best efforts to see that the respondent receives adequate information about the theory on which the questionnaires are based and full feedback on his or her results, in a face-to-face setting.
- 12.9 To use the Materials to support the self-awareness and development of individuals and teams. Questionnaire data should not be used to decide an individuals' career development or promotion.
- 12.10 The tools are not valid for assessment purposes and should not be used to assess an individuals capabilities.