

Coaching from Magnolia Consulting

Terms and Conditions of Service

1. Contract Terms

I offer to provide one-to-one telephone coaching services ("Coaching Services") to you on the terms that follow. If you place an order with me for coaching services then, unless I notify you that we do not accept your order, a legally binding contract will be formed between you and Magnolia Consulting ("me", "us" or "Magnolia Consulting"). The terms of that contract are as set out here, together with any representation that I may have made about the Coaching Services on my website. All other terms and conditions contained in any other document, and all other representations, are excluded unless their inclusion is expressly agreed in writing.

Appointments for each coaching session will be made directly with J Nation and 24 hours notice is needed to cancel or rearrange an agreed appointment.

2. Cancellation Right & Money Back Guarantee

If you are dissatisfied in any way with a coaching session that I provide to you, then I will refund your payment for that coaching session and for any unused coaching sessions. All you need to let me know that you wish to cancel and claim a refund within 30 days, or before your next coaching session (if this is sooner).

You may also cancel your coaching at any time and receive a full refund for any unused coaching sessions.

To claim a refund, just send an email asking for it to jaynation@hotmail.co.uk. I will issue the refund within 7 days of your request.

3. Payment

3.1. Your introductory consultation will be provided free of charge. I will only charge for additional coaching sessions that you decide to take up. Our charges for the Coaching Services, and our terms of payment, are set out in a separate document

3.2 Unless agreed otherwise, all my charges are inclusive of VAT

3.3 I reserve the right to suspend the Coaching Services or terminate the contract between us if my charges are overdue for payment by you.

4. Warranty and liability

4.1 The Coaching Services will be carried out with reasonable skill and care, by a person who is professional and experienced.

4.2 Nothing in this Agreement shall be construed as restricting or excluding my liability for death or personal injury resulting from my negligence or for

fraud.

4.3 My liability to you under this Agreement shall not exceed the amount paid by you for the Coaching Services.

5. Confidentiality

I shall treat all information about you in the strictest confidence and shall not pass your details to any third party without your written permission.

6. General

6.1 No waiver or any amendment to these terms shall be effective unless in writing and signed by both you and me.

6.2 A person who is not a party to these terms may not enforce any of them

6.3 This Agreement shall be governed by the laws of England and we both agree to submit to the exclusive jurisdiction of the English Courts.

I agree to abide by these terms and conditions

PUPIL:

Signed.....

NAME (Please Print).....

Date.....

COACH

Signed.....

NAME (Please print).....

Date.....