



Terms and Conditions for Delivery of Coaching and Consulting Services

13th June 2024



OVERVIEW

The following terms and conditions for delivery of coaching and consulting services by Next Steps Coaching Limited.

TERMS AND CONDITIONS

1. Next Steps Coaching Limited (Next Steps Coaching) will provide services as agreed in our proposal document (or other confirmation document or email).
2. Any fees quoted in any documentation are held for an initial one month or otherwise confirmed in writing.
3. Should confirmation and/or delivery of service take place later than the initial one-month period, Next Steps Coaching reserves the right to review the fees and will advise in writing.
4. These terms and conditions may be varied from time to time by mutual written agreement.
5. Unless otherwise agreed in writing:
 - a) In consideration for the supply of services, the applicable coaching fee(s) plus taxes and agreed disbursements will be paid to Next Steps Coaching.
 - b) Upon confirmation of the agreed services, the organisation will immediately notify Next Steps Coaching of any required purchase order numbers that are required to be referenced on the Next Steps Coaching Invoice. The organisation accepts that Next Steps Coaching cannot commence any service until the relevant purchase order number (s) has been provided.
 - c) Next Steps will issue an invoice upon engagement with the coaching client. The payment of such fees in its entire amount to Next Steps Coaching is due fourteen days after invoice date, unless otherwise agreed in writing.
 - d) Next Steps Coaching may supply soft copy reference materials in association with its services. Such materials may be provided for an employee for their personal use only and are not to be shared with other people unless agreed with Next Steps Coaching.
 - e) Next Steps Coaching may supply reference materials in association with its services. Such materials may be provided for an employee for their personal use only and are not to be shared with other people unless agreed in writing with Next Steps Coaching.
 - f) In situations where coaching is scheduled to be provided, should the employee fail to give more than 24 hours' notice of non-attendance (other than for sudden illness, emergency, or family bereavement), Next Steps Coaching reserves the right to charge the organisation the equivalent cost of the scheduled session at the normal hourly rate.



- g) In situations where on-site consultation and/or support has been requested and confirmed for delivery by Next Steps Coaching, should one or more of the scheduled hours or days be cancelled or postponed with less than 24 hours' notice prior to the date the on-site support was scheduled to be provided, the organisation agrees that Next Steps Coaching will charge 50% of the hourly or daily fee(s) for the hours or days that were not utilised by the organisation as agreed. The organisation acknowledges that this postponement or cancellation fee is contribution to the recovery by Next Steps Coaching of preparation and administration costs incurred.
- h) At any time that Next Steps Coaching services are provided at the client site (either on request by the employee or the organisation), all relevant disbursement expenses will be charged at cost, including any transport, mileage, accommodation, and travel time. Next Steps Coaching will advise the organisation when an employee independently requests any on site coaching and this is likely to incur unexpected disbursement costs for the organisation.
- i) Should any postponements or cancellations be requested by the organisation once travel and accommodation costs have been incurred by Next Steps Coaching, the organisation will fully refund the incurred costs and any associated cancellation or postponement penalty fees.

TERMINATION

- 6. Either party may terminate this agreement for any breach of the terms and condition by the other party. Termination of this agreement by either party will not prejudice or affect in any way Next Steps Coaching's entitlement to recover payment, including cancellation charges as stipulated, other than when cancellation occurs because of Next Steps Coaching being in breach of this agreement in which case no cancellation fee will be incurred by the organisation.

COMPLETENESS

- 7. These terms represent the entire agreement between the two parties in conjunction with any proposal and unless agreed in writing by both parties.
- 8. If the organisation has different, changing, or ongoing needs, not necessarily provided for by the agreed services, the organisation will notify Next Steps Coaching in writing and consult with Next Steps Coaching about the possible provision of additional services.



GENERAL TERMS

9. All intellectual property rights in the services provided by Next Steps Coaching including without limitation material(s), supplied either in hardcopy or by electronic means or generated for the benefit of the organisation or any of its Employees, are owned by or licensed to Next Steps Coaching and any reproduction or redistribution must be approved in advance and in writing by Next Steps Coaching.
10. Certain content, products and services available via links in our coaching materials and or website may include reference to third parties. Third-party links are not affiliated with us. Next Steps is not responsible for examining or evaluating the content or accuracy of third-party websites content and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. We are not liable for any harm or damages related to the purchase or use of third-party goods, services, resources, content, or any other transactions made in connection with any third-party websites. Any complaints, claims, concerns, or questions regarding third-party links or website content or services and products should be directed to the third-party.
11. Next Steps Coaching provides people undergoing coaching with surveys and/or evaluation forms in electronic format that people are requested to complete to evaluate the Next Steps Coaching service that has been received. Should coaching clients complete an online survey, Next Steps Coaching will review for quality control purposes and then forward to the sponsor organisation subject to current Privacy Laws. However, Next Steps Coaching cannot be held responsible for the refusal, reluctance, or lack of commitment on behalf of employees, to provide service feedback and to return completed evaluations or where an incorrect email address has rendered the evaluation request undeliverable.
12. Neither party shall, except with the prior written consent of the other party, use or permit for use any information it, or any of its employees, makes available to that other party for any purpose other than the supply of services by Next Steps Coaching to the organisation.
13. Next Steps Coaching shall not be liable for any losses, damages, costs, or expenses of any kind whatsoever resulting from its supply of services when caused by negligence or Conditions.
14. Next Steps Coaching and any of its employees, representatives and/or agents are indemnified against any direct or indirect actions, claims, damages, costs, expenses, and losses suffered by the organisation, as a result of or in connection with, the services provided to the organisation.
15. Next Steps Coaching does not guarantee the services will provide or contribute to any particular result or outcome for the organisation or any of its employees.
16. The organisation will not use or permit the services to be used in any way that is illegal or could damage or including a request by the organisation for Next Steps Coaching to breach its commitment to honour employee confidentiality and well-being of any other person).
17. The organisation will ensure that all information provided to Next Steps Coaching is current and accurate and will immediately inform Next Steps Coaching of any changes to that information.



18. The organisation will use the services for the purposes intended and only in accordance with reasonable directions given to it by Next Steps Coaching.
19. These terms and conditions will be governed by and interpreted in accordance with the relevant laws and the parties hereby submit to the exclusive jurisdiction of the relevant Courts.

EXECUTION OF AGREEMENT

20. The organisation accepts full responsibility for ensuring that the Next Steps Coaching Terms and Conditions will be read and accepted by an approved person, within 24 hours of receipt.
21. The organisation accepts that Next Steps Coaching Terms and Conditions will be deemed approved in their entirety and will be legally binding to both parties immediately upon Next Steps Coaching receiving a request to supply services, whether by phone call, text, email, or any other referral options provided by Next Steps Coaching.
22. The organisation will not hold Next Steps Coaching liable in any way for any postponement or cancellation to scheduled or non-scheduled services due to any delay to Next Steps Coaching Terms and Conditions approval by the organisation and that should cancellation of one or more services occur at any time, Next Steps Coaching maintains the right to charge cancellation fees as per clauses 5h or 5i.
23. In the rare circumstance that the organisation seeks amendment to the wording of a clause within these Terms and Conditions, such request must be submitted in writing to Next Steps Coaching within **seven** working days of Next Steps Coaching having presented their Terms and Conditions to the organisation, so that any time delay to the provision of a scheduled or imminent service need is minimised.