

INTRODUCTION

This document sets out the basis on which courses, coach training, membership sessions and coaching services are provided to you, together with behavioural expectations of coachees and students during participation, spanning:

- Disclaimer
- Terms and Conditions
- Privacy Policy (GDPR)

'KingsCompass the Christian Coach Academy™' and 'KingsCompass' are terms used interchangeably throughout this document as a trading name of 'Carole Milligan Coaching & Consulting', a sole trading coaching, coach training and consulting practice. 'Carole Milligan Coaching & Consulting' trading as 'KingsCompass' is referred to throughout as 'we' 'us' and 'our'. Please read these terms and conditions carefully before booking any Courses from our website. You should understand that by ordering any of our services, you agree to be bound by these terms and conditions.

Our address is: Orchardside Chestnut Walk, Henley n Arden, Warwickshire, B95 5JN.

KingsCompass the Christian Coach Academy™ provides the following services:

- Christian faith-based Coach training courses
- Membership: CPD sessions for student coaches and coaches
- Supervision
- Community Prayer sessions
- Coaching for individuals and groups

Terms and Conditions

You should print a copy of these terms and conditions for future reference.

1. Basis of your Participation - Disclaimer

KingsCompass, its staff, volunteers and any authorised Associates and Affiliates accept no liability for damage resulting in your participation in a KingsCompass service.

All courses, coach training, membership, coaching and supervision services are aimed at the personal and professional development of individuals and are not substitute or in any way any kind of psychological, medical or emotional treatment. Coaching is not therapy or counselling. Coaching is for people who are basically well adjusted, emotionally healthy and functioning effectively who wish to make change to their professional or wider life.

If you are currently taking prescribed medication or receiving other professional help you must consult your GP, therapist or counsellor prior to booking and participation in a KingsCompass coaching programme, event or training course and before altering any prescribed course of medication or action.

2. By booking coaching, training or membership you warrant that:

- a) You are legally capable of entering into binding Contracts and you have full authority, power and capacity to agree to the indemnities, terms and conditions of this document
- b) You are 18 years old or older
- c) The information you provide to us is accurate and complete
- d) You will behave and interact with trainers, facilitator and other participants with integrity, honour and respect of others' differing opinion, experiences and beliefs

3. How the Contract is formed between you and us

All bookings to participate in an event or programme are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms this, and the specific activity booked. The Contract between us (Contract) will only be formed when we send you the confirmation.

The Contract will relate only to those courses, events and programmes which we have confirmed in the Confirmation. We will not be obliged to supply any other Courses which may have been part of your order until we have confirmed in a separate Confirmation.

4. Fees and Payment

All fees including any discounts are payable in advance via the website or by Bank Transfer according to the activity and published fee payment schedule.

Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Confirmation.

We are not liable for any price differences that may arise as a result of participants booking courses with us at different times or subject to different promotions from time to time.

5. Cancellation Policy and Refunds

The provisions of this clause do not affect your statutory rights.

All deposits are non-refundable.

Written notification of any cancellation by the participant is required. The following cancellation fees apply:

Group coaching events and coach training programmes:

- 100% applies for cancellations made less than 1 week prior to the start of an event/programme or in the case of no shows
- 80% applies for cancellations made less than 2 weeks prior to the start of an event/programme
- 50% applies for cancellations made less than 4 weeks prior to the start of an event/programme
- 20% applies for cancellations made less than 8 weeks prior to the start of an event/programme
- If KingsCompass cancels a programme a full refund applies or the fee and participant can be transferred to another event or course.

Membership:

- Monthly payment can be cancelled at any time with no penalties or refunds.
- Annual Membership is non-refundable.

One to one Coaching & Supervision

- Sessions may be rescheduled if more than 48 hours' notice is given to the coach.
- Cancellations of less than 48 hours' notice – session forfeit.

We will usually refund any monies received from you using the same method originally used to pay for the course or event you purchased. We will endeavour to do this within 10 working days and no later than 30 days from the day we received your valid notice of cancellation.

5. Risk and Ownership

The course materials we send to you following dispatch of the confirmation will be at your risk from the time of delivery. Ownership of the course materials will only pass to you when we receive full payment of all sums due in respect of the course.

Your ability to attend the course you have booked and we have confirmed, will be at your risk from the time of dispatch of the confirmation. Your entitlement to attend the course will only arise when we have dispatched the confirmation email and we receive full payment of all sums due in respect of the course.

6. Our Liability & Complaints

We warrant to you that any course and course materials purchased from us is of satisfactory quality and reasonably fit for the purpose for which they are supplied.

If you are unhappy with any part of a course or event or your membership you should notify us in writing within 30 days of your attendance of it.

Our liability for losses you suffer as a result of us breaking the Contract is strictly limited to the purchase price of the course which you purchased. This does not include or limit in any way our liability under UK law.

We give no guarantee that by attending and/or completing our courses, programmes, events or that through membership you will experience success in any business or activity that you may carry on following attending or completing these.

We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to loss of income or revenue, loss of business, loss of profits, Contracts or potential Contracts or loss of anticipated savings.

We are not liable for additional costs due to changes in services, courses, content, venues or trainers. Every effort will be made to provide reasonable notice where possible.

Links and references to other websites, organisations and individuals are provided as a convenience and for informational purposes only; they do not constitute our endorsement or approval of any of the products, services or opinions of the organisation or individual. We bear no responsibility for the accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content.

7. Written communications

Communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. You agree to this electronic means of communication and you acknowledge that all Contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

All communications and all data passed to us will be processed in accordance with GDPR as detailed in our Privacy Policy.

8. Notices

All notices given by you to us must be sent to KingsCompass The Christian Coaching Academy™, C/o Orchardside, Chestnut Walk, Henley in Arden, Warwickshire, B95 5JN, England.

We may give notice to you at either the e-mail or postal address you provide to us when making a booking. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

9. Transfer of Rights and Obligations

The Contract between you and us is binding on you and us and on our respective successors and assigns.

You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-Contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

10. Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control – '*Force Majeure Event*'.

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.

11. Intellectual Property Rights

All intellectual property rights (including, without limitation, copyright, moral rights, design rights, trademarks and patents) and all other rights in course content and course materials belong to us.

‘The Christian Coach Toolbox’ and ‘The Christian Coach Toolbox Online’ is an original Learning and Development programme by Carole Rutherford Milligan. TM All intellectual property rights of these materials and course content belong to ©Carole Rutherford Milligan under the trading name KingsCompass and KingsCompass The Christian Coach AcademyTM. ‘Ordinary Conversations for Discipleship’ is an original Learning and Development programme by Julie Taylor and Carole Rutherford Milligan KingsCompass the Christian Coach AcademyTM. All intellectual property rights of these materials and course content belong to Julie Taylor and Carole Rutherford Milligan.

Reproduction or distribution of any course or session materials or content is strictly prohibited.

You are permitted to use the course content and course materials for your personal use as a coach only. Reproduction or distribution of the Course content and Course materials is strictly prohibited.

Use of our logo is strictly prohibited without our prior written consent.

Audio and visual recordings of our Courses is strictly prohibited without our prior written consent.

We may film, record or photograph events or training during your attendance. You authorise us to use your image and voice in any such recordings without payment, other condition or need for further consent.

You acknowledge that certain information contained in the Course and Course materials is already in the public domain.

12. Promotion of Good and/or Services

Delegates or participants are not permitted to sell or promote products or services at KingsCompass the Christian Coach AcademyTM events without prior written permission.

13. Confidentiality

Save as required by law or in respect of information which is already in the public domain through no breach by you of the provisions of this clause 11, you shall keep in strict confidence all technical and commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by us (or our employees, agents, consultants or sub-Contractors) and any other confidential information concerning our business or our course or course materials which you may obtain.

You shall not use any such information for any purpose other than to attend, participate and, where capable, complete the course(s) you book.

14. Processing and Protection of your Data – see Privacy Policy

15. Termination

We reserve the right to terminate the Contract immediately without liability if:

Your participation causes any harm or disruption to others on the programme through behaviour out of alignment with behavioural expectations (see clause 1 above) and in our opinion you cause disruption on any course or take any action which brings us (or any of our employees, agents, consultants or sub-Contractors) into disrepute or adversely affects our goodwill or reputation.

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of Contract as provided in these terms and conditions.

16. Our right to Vary these Terms and Conditions

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our systems' capabilities.

You will be subject to the terms and conditions in force at the time that you book courses and services with us, unless we notify you of the change to these terms and conditions before we send you the confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the confirmation).

17. Law and Jurisdiction

Contracts for the booking of courses and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-Contractual disputes or claims) will be governed by English law and all disputes and claims shall be subject to the exclusive jurisdiction of the courts of England and Wales.