

## Show The Light Limited – Terms and Conditions

These Terms and Conditions apply to all Services provided by us, Show The Light Limited, a company registered in England and Wales under number 11683474 whose registered office address is at 128 City Road London EC1V 2NX (“the Company/we/us/our”).

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Client/you/your**” means the individual, firm or corporate body purchasing the Services. Where an individual is entering into this Contract on behalf of a business, the individual confirms they have the authority to enter into this Contract on behalf of that business and the business will be the Client in the context of the Contract;

“**Confirmation**” means the notification made by the Company that the Proposal has been accepted. This notification is subject to these Terms and Conditions;

“**Contract**” means the contract formed in accordance with clause 2, which will incorporate and be subject to these Terms and Conditions, together with any special terms agreed in the Proposal;

“**Delivery Day**” means the date specified in the Proposal when the Services will be delivered;

“**Participant**” means any individual that has been booked on to the Services by you;

“**Proposal**” means our proposal to carry out the Services which, unless otherwise stated, remains open for acceptance for a period of 30 days and sets out the entire scope of Services to be provided;

“**Services**” means the services to be carried out by us as detailed in the Proposal including but not limited to disc reports, training and coaching mentoring sessions; and

“**Session**” means the coaching services workshop or one to one the subject of the Agreement;

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing” and “written” includes emails;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;

1.2.4 a clause is a reference to a clause of these Terms and Conditions; and

1.2.5 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.

1.4 Words imparting the singular number include the plural and vice versa. References to persons include corporations.

### 2. The Contract

2.1 We will send you a written Proposal detailing the Services to be provided and our fees. A legally binding Contract between you and us will be formed when you accept our Proposal, either by sending us written confirmation or by sending us a purchase order. The Contract will incorporate, and be subject to, these Terms and Conditions.

2.2 No terms or conditions stipulated or referred to by you in any form whatsoever will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.

2.3 You are responsible for the accuracy of any information submitted to us and for ensuring that our Proposal and the Services to be provided reflect your requirements. Our Proposal is based on the information provided to us at the time we prepare it. If any errors or discrepancies become evident, we reserve the right to make adjustments to it.

2.4 We will use all reasonable endeavours to complete our obligations under the Contract in a timely manner, but time will not be of the essence in the performance of our Services.

### 3. Our Services

3.1 We will provide an estimated timeframe for the Services required, together with our fees which will be outlined in our Proposal.

3.2 It is your responsibility to carry out agreed actions in advance of the next session and to provide us with such information and assistance relating to the Services as we may reasonably require. If you fail to do so, we cannot be held responsible for the quality and/or outcomes of the Services we have provided.

3.3 If we require additional time to carry out the Services and meet the

agreed deliverables, if for example the brief changes, we will contact you in writing to seek your permission for this.

### 4. Delivery Day

4.1 We are able to provide our Services in a variety of ways to meet your specific needs. Our Sessions can be delivered in a face-to-face format, or in a virtual format.

4.2 The Services is in no way to be construed as advice, psychological counselling or any type of therapy. If, at any time, we believe that you would benefit from a different form of coaching, therapy or support, we shall let you know and may make recommendations. You are under no obligation to accept these suggestions but if you decide to, you will need to ensure the relevant supplier is suitable for your needs. A separate contractual relationship will be created between you and the supplier, under separate terms and conditions.

4.3 Unless specifically stated to the contrary in our Proposal, where agreed our sessions will be delivered face-to-face it is your responsibility to provide the venue and facilities required for us to carry out the Services. The venue and facilities must be adequate, accessible and suitable. It is also your responsibility to arrange suitable access and refreshments.

The Clauses below apply to our one-to-one Sessions

4.4 You must attend the arranged Session on time ensuring you are in a quiet location, with minimal distractions, good wi-fi access and be fully focused; any Sessions that are delayed by 15 minutes will be treated as cancelled and lost;

4.5 We make no warranty that any Services provided will be uninterrupted or error-free and we also can't guarantee that they will meet your requirements; however, our aim is to always offer you the very best service possible.

4.6 We shall agree between ourselves on where the Services shall be provided. This may be a place of our choosing or in a virtual format.

4.7 The Services are not guaranteed to produce results, we cannot be held responsible for the quality and/or outcomes of the Services we have provided.

4.8 It is your responsibility to carry out agreed actions in advance of the next Session and to provide us with such information and assistance relating to the Services as we may reasonably require.

The Clauses below apply to group coaching or workshops

4.9 If we have agreed to provide the Services to a set number of Participants, this will be detailed in our Proposal. Our sessions are designed for a minimum number of Participants and so if fewer Participants are present, the session will remain the same price but may not be of the same quality. If too few Participants are present, we may treat the Contract as cancelled in accordance with Clause 9.

4.10 You are responsible for the Participants at all times. Should the behaviour of a Participant prove disruptive at any stage during the provision of the Services, at our sole discretion, we will be entitled to request the immediate removal of said Participant from that and any future session.

### 5. Pre-arranged Visits, Meetings and Training Dates

5.1 We require a minimum of 3 working days' notice to reschedule or cancel a pre-arranged visit, meeting or training session. If we do not receive the required notice, if we are unable to gain access to a premises at which a session has been arranged or if the required personnel or systems are unavailable at the agreed time, we reserve the right to charge for the day at our standard day rate, together with any expenses we have incurred as a result. We will endeavour to reschedule the session to meet your preferred date(s) and time(s), however we cannot guarantee this will be possible.

5.2 If, due to circumstances beyond our control, we have to cancel or reschedule a scheduled visit, meeting or training session, we will notify you immediately to minimise disruption.

### 6. Variations and Amendments

6.1 If you wish to vary the Services to be provided, you must notify us in writing as soon as possible at least 48 hours in advance. We will use all reasonable efforts to make any required changes and will invoice you for any additional costs incurred as a result.

6.2 If a variation or amendment of the Services is required and at least 48 hours' notice is not provided, we reserve the right to charge for the Services.

6.3 Any agreed variation or amendment will be carried out in accordance with these Terms and Conditions and any price increase necessitated as a result of an agreed variation or amendment will be payable in accordance with the terms for payment below.

### 7. Fees and Payment

- 7.1 Our fees are due upon acceptance of the Proposal.
  - 7.2 All invoices are payable in full, in pounds sterling, within 30 days from the date of invoice, without set-off, withholding or deduction.
  - 7.3 All sums quoted are exclusive of VAT.
  - 7.4 Where agreed we may charge for mileage and any other reasonable travel expenses incurred by us in performing the Services.
  - 7.5 You also agree to pay for any additional services provided by us at your request that are not specified in the Contract. These additional services will be charged in accordance with our current applicable rate in effect at the time of performance, or such other rate as may be agreed.
  - 7.6 The time for payment is of the essence of the Contract. If you fail to make any payment to us by the due date then, without prejudice to any right which we may have pursuant to any statutory provision in force from time to time, we will have the right to suspend the Services and charge you interest on a daily basis at the rate of 8% per annum above The Bank of England base rate from time to time, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest will accrue after as well as before any judgment.
- 8. Cancellation**
- 8.1 Either Party has the right to cancel the Services immediately if the other Party:
    - 8.1.1 has committed a material breach of this Contract, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or
    - 8.1.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
  - 8.2 If the Client wishes to cancel the Services, they may do so at any time by giving written notice to the Company, provided that:
    - 8.2.1 Under no circumstances will payments be returnable;
    - 8.2.2 The Company shall be entitled to payment or to withhold payment for 100% of the total fees if cancellation takes place within 14 calendar days or less before the start date of the Services.
    - 8.2.3 Where possible the Company will try and find an alternative timeslot for your Services to be delivered.
    - 8.2.4 Any additional costs reasonably incurred by the Company in cancelling any arrangements connected with the Services shall be paid by the Client on demand.
  - 8.3 Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract will survive termination under this clause 9 on a pro-rata basis.
- 9. Confidentiality:** Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain confidential information to each other. Both parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under this Contract. Each Party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing.
- 10. Copyright**
- 10.1 We reserve all copyright and any other rights (if any) which may subsist in, or in connection with, the provision of the Services. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.
  - 10.2 Any documentation we may provide including but not limited to reports and workbooks will be in the agreed format only and we will retain title to the documentation until we have received all payments under the Contract in full.
  - 10.3 Any advice and documentation including but not limited to reports and workbooks we provide is for use strictly by the Client named in the Proposal. Under no circumstances may this be used, reproduced, lent, sold or otherwise circulated without our express written consent.
  - 10.4 You warrant that any document or instruction furnished or given by you will not cause us to infringe any letter patent, registered design or trade mark in the execution of our Services and you agree to indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any intellectual property rights which results from our use of your information.
- 11. Assignment and Sub-Contracting**
- 11.1 You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Contract.
  - 11.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract, without your prior consent.
  - 11.3 Where we sub-contract the performance of any of our obligations under the Contract, we will be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own.
- 12. Liability and Indemnity**
- 12.1 Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
  - 12.2 Except as provided in clause 13.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained in the Contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are expressly excluded, to the maximum extent permitted by law.
  - 12.3 In the event of a breach by us of our express obligations under the Contract, your remedies will be limited to damages, which in any event, will not exceed the total fees paid by you under the Contract.
  - 12.4 We will provide, to the best of our knowledge, advice, guidance and best practice based on the information provided by you. However, we cannot accept responsibility for any actions taken as a result of our advice or recommendations. Further, we cannot be held liable for any consequences should our professional advice not be taken.
- 13. Restrictive Covenants:** Neither we nor the Client will, during the term of the Contract and for a period of 12 months after its expiry or termination, without the other's prior written consent, appoint in any way or cause to be employed, engaged or appointed an employee, agent, director, sub-contractor or independent contractor of the other.
- 14. Force Majeure:** Neither Party shall be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or war, governmental action or any other event that is beyond the control of the Party in question.
- 15. Data Protection**
- 15.1 Both parties agree to comply with all applicable data protection legislation including, but not limited to, the General Data Protection Regulation 2016 ("GDPR") and any subsequent amendments to it.
  - 15.2 If you provide us with the personal data (as defined in the GDPR) of any other person, you warrant that you have obtained the permission of that other person to pass their data to us. We will only collect, store and process it in order to provide the Services under the Contract and will not use it in any other manner without consent.
- 16. Waiver:** No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 17. Severance:** The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions shall be valid and enforceable.
- 18. Notices:** Notices will be deemed to have been duly received and properly served 24 hours after an email is sent or three working 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 it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.
- 19. Law and Jurisdiction**
- 19.1 These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.
  - 19.2 Any dispute, controversy, proceedings or claim between you and us

relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.