



LEADERLINE STANDARD SERVICE TERMS AND CONDITIONS

– A Service provided by The Activation Project C.I.C.

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| Name | The Activation Project CIC |
| Address | Upper Floor Offices 27 Regent Street Leamington Spa CV32 5EJ |
| Registered No | 11923055 |

1. DEFINITIONS AND INTERPRETATION

In these terms and conditions the following expression will have the following meanings:

“LeaderLine” means the provision of a specific Coaching service for invited leaders across target sectors, who are engaged in developing, growing and/or improving their teams, workforce, organisation, or role in their sector, or, addressing specific challenges, such as collaboration, innovation, improved experiences, inequalities, etc.

“Coaching” means the expertise-led Coaching provided through LeaderLine, within the scope and constraints of an agreed Coaching Plan.

“Coach” means the person who provides Coaching on behalf of LeaderLine, a Coach may be employed or contracted by The Company in the capacity of a lead or specialist coach.

“Coachee” means a leader/or leaders in a leadership team from the target sector who require or is receiving Coaching.

“Coaching Plan” means an agreed area(s) of focus for Coaching between the Coach and Coachee, for a specific duration, following the LeaderLine coaching methodology.

“The Company” means The Activation Project C.I.C., a not for profit organisation which provides the LeaderLine service.

“Home Company” is the organisation from which the leaders are employed, and which the Coaching may be related to.

“Funding Body” refers to a specific organisation, such as Sport England, who is providing funding to allow for the provision of the LeaderLine service to an agreed number of Coachees and/or Coaching sessions.

2. GENERAL

2.1 These Terms and Conditions are for the delivery of Coaching to a leader of an organisation engaged in the target sector and you warrant that you are not engaging as a consumer.

2.2 These Terms and Conditions will apply from the date of registration to the service and will continue to apply in relation to the delivery of Coaching as agreed between the Coach and Coachee, authorised via the Funding Body.

2.3 No amendment to these Terms and Conditions will be effective unless evidenced in writing and signed by both of us.

2.4 Nothing contained within these Terms and Conditions will constitute the relationship of employer and employee between You or the Client Company and the Company, nor will it constitute any partnership or any other legal arrangement between the respective parties.

3. OBLIGATIONS OF THE COMPANY

3.1 The Company will:

3.1.1 initially engage with you to determine your coaching challenges needs

3.1.2 match and assign a Coach capable of developing and supporting a Coaching Plan

3.1.3 provide an alternative Coach if for any reason the Coach assigned is not available for the duration of the Coaching. However, non-availability of a Coach will not entitle you to take any action for breach of the agreement between us

3.2 You accept that the Company does not warrant that it will always be able to supply a Coach to develop, support or complete any Coaching Plan within a specific period of time, and that time is not of the essence in the delivery of the Coaching provided.

3.3 The Company has the right, at its sole discretion, to change the content of all or any part of the Coaching Plan, how the Coaching Plan is delivered, the dates upon which each any part of the Coaching Plan is provided and the Coach or Coaches supporting the plan.

4. YOUR OBLIGATIONS – AS A COACHEE

4.1 You must supply the Company with details of any pertinent information or consideration about yourself in order to match the right Coaching and also form a Coaching Plan.

4.2 You acknowledge and agree that:

4.2.1 you will attend and participate in all parts of that Coaching Plan, no matter how it is provided and will complete all and any agreed activities that are required to be undertaken as part of the Coaching Plan; and

4.2.2 the Company cannot guarantee that any Coachee will achieve any specific outcome as a result of the Coaching received.

5. COACHING PROCEDURE

5.1 The Coaching Plan and corresponding schedule will be arranged between the Coach and the Coachee. The Coach and Coachee will mutually agree the frequency of Coaching sessions based the Coaching Plan. This frequency is not binding and may be altered and adjusted throughout the Coaching journey by mutual agreement, in accordance with the terms set out in this agreement.

5.2 A Coaching Plan typically contains between 3 and 5 sessions and cover between 1 to 2 key leadership challenges.

5.3 Coaching will take place between the Coach and their Coachee via a suitable virtual channel by mutual agreement eg, such as MS Teams or equivalent. Additional fees or costs may be incurred for face to face coaching, depending on clause 6.

5.4 At the end of the Coaching Plan, all Coachees will be asked to complete a survey about LeaderLine related to the quality and impact of the Coaching provided.

5.5 If a Coachee needs to rearrange a Coaching session, they should provide at least 5 working days notice to provide The Company reasonable time to cancel or redeploy the coach to another coachee.

5.6 In exceptional circumstances, The Company may need to rearrange a Coaching session; in these circumstances The Company will use reasonable endeavours to provide a mutually satisfactory alternative appointment for the Coachee.

6. FUNDING, FEES, PAYMENT AND LATE CHARGES

6.1 LeaderLine is both a fully funded, matched funded and self-funded service.

6.2 Where LeaderLine is provided as a fully or match funded service, it is:

6.2.1 provided to an agreed target community of leaders,

6.2.2 promoted via the Funding Body and/or their representatives,

6.2.3 the right of Funding Body to say whether any one leader who requests funded coaching, is suitable to receive coaching under the terms of the funding agreement.

6.3 If a Leader requires Coaching outside the scope of the funding agreement, such as additional coaching sessions, then they can request Coaching as a self-funded service.

6.4 Where LeaderLine is provided as a self-funded service, all fees and costs will be discussed and agreed before Coaching will commence. The Coachee will be asked to:

- 6.4.1 agree to all the Coaching fees and cost and disclose who is paying for the service, eg, themselves or their organisation,
- 6.4.2 accept an invoice and/or provide the necessary payment authorisation, eg, a purchase order or signed notice of commencement,
- 6.4.3 ensure payment is received within 30 days of acceptance of the invoice.

6.5 All fees and costs quoted are exclusive of any Value Added Tax.

6.6 As a Not For Profit, The Company will not charge interest for outstanding invoices up to 90 days, unless charges have been issued by The Company's banking facility in relation to the absence of this invoice.

6.7 If any invoice is outstanding after 90 days, it will entitle The Company to charge daily interest on the outstanding balance at a rate of 3% above the base rate of The Company's banking facility, until the outstanding amount is received in full.

7. CANCELLATION AND TERMINATION

7.1 Either party may give notice in writing to the other terminating the agreement between both parties with immediate effect if:

- 7.1.1 the other party commits any material breach of any of the terms of these Terms and Conditions and that breach (if capable of remedy) is not remedied within 5 Working Days after notice being given requiring it to be remedied;
- 7.1.2 the other party becomes bankrupt, insolvent or becomes the subject of a receiving or winding-up order, makes any composition with its creditors or has an administrative receiver appointed over all or part of its undertaking or assets, or either The Company ceases, or threatens to cease, to carry on business.

7.2 No refund will be given for Coaching as a self-funded service in relation to the circumstances in clause 7.1.

Additionally:

7.3 In exceptional circumstances, such as illness or unavailability due to bereavement or other commitments, actual or potential conflict of interest, or other reasonable reasons,

The Company can decide to terminate the service to the Coachee or decline to provide Coaching to the Coachee. In such a circumstance the Coachee will be given reasonable notice of termination by The Company, where practicable.

7.3 There may be occasions when The Company or Coach may recommend to the Coachee that they seek an alternative support or service more suited to their current needs. In this event The Company or Coach will fully discuss the reasons for the recommendation with the Coachee. It is the Coachee's sole responsibility to decide whether to follow the recommendation and The Company and/or Coach does not accept any liability for the outcome of any decisions the Coachee chooses to make.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Company and LeaderLine will use existing copyrighted material in the provision of the service.

8.2 New intellectual property generated from the Coaching relating to the Coachee's declared challenge, will be automatically transferred to the Coachee at the end of the service. This does not include the development of new intellectual property relating to Coaching, Coaching Tools or the LeaderLine Service.

9. CONFLICT AND CONFIDENTIALTY

9.1 On occasion, Coaches may work with Coachees from different organisations on conflicting challenges or activities. If this happens, The Company will notify you immediately so that appropriate measures can be discussed, agreed and put into action.

9.2 It is expected that if any Coach or Coachee suspects a conflict of interest that this is raised immediately with an appropriate representative of The Company.

9.3 The Company and Coaches will undertake to keep confidential any Home Company confidential information that is disclosed in Coaching sessions. This information will be treated in accordance with The Company's Privacy and Data Protection Policy.

10. LIABILITY

10.1 If you have a complaint relating to the Coach or The Company, you must inform the Company of that complaint in writing, within 48 hours of the occurrence that gave rise to it.

10.2 Neither the Company, any of its staff nor any Coach will be liable for any loss, injury, damage, expense or delay incurred or suffered by the Coachee or the individual receiving Coaching arising directly or indirectly from or in any way connected with the Coaching Plan or Coaching, or, with any failure by the Company to introduce or supply a Coach and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:

10.2.1 failure of the Coaching or Coaching Plan to meet the Coachees or Funding Body's requirements; and

10.2.2 any act or omission of a Coach, whether wilful, negligent, reckless or otherwise.

10.3 Provided that nothing in this clause 10 will exclude or restrict the liability of The Company or the Coach to you or any other person for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.

11. DISCLAIMER

11.1 The Company does not and cannot guarantee that you will receive any specific results from the Coaching Plan or any action you take as a result of having received Coaching and you acknowledge and accept that any results you achieve are dependent upon your having completed the Coaching Plan successfully and correctly, applying the techniques and advice provided in a way which is suitable for the business you operate and that The Company has no control of your use of the advice it offers.

12. DATA PROTECTION

12.1 Both you and The Company will comply with their respective obligations under the Data Protection Laws and The Company' Privacy and Data Protection Policy at all times.

12.2 The Company will require that each of their Coaches will also comply with their respective obligations under Data Protection Laws and The Company' Privacy and Data Protection Policy at all times.

12.3 By entering into an agreement, the Coachee will consent to the use by The Company, the feedback provided by Coachee, through the survey or otherwise, for the purpose of demonstrating the quality, impact and potential return on investment of the provision of this service.

12.4 For the purposes of these Terms and Conditions:

12.4.1 "Data Protection Laws" means the Data Protection Act 2018, as well as any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data; and

12.4.2 "Privacy and Data Protection Policy" means any obligations relating to data protection and/or personal data which can be obtained direct from The Company's website.

13. MISCELLANEOUS

13.1 No modification of or variation to these Terms and Conditions will be effective unless in writing and signed by or on behalf of each of the parties hereto.

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

13.3 Neither party will have any liability under or be deemed to be in breach of these Terms and Conditions for any delays or failures in performance of the agreement between us which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances will promptly notify the other party in writing whether such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 2 weeks, either party may terminate the agreement between us by notice in writing to the other party whereupon the agreement between us will forthwith terminate.

13.4 The agreement between us does not create any rights or benefits enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).

13.5 These Terms and Conditions and the agreement between us and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with English law.