



# Performance Coaching Tools Limited

## Terms and Conditions of Business

### Definitions

**"Products"** means all questionnaires, inventories, and other online resources that are made available by Performance Coaching Tools Limited for purchase by Registered Associates through the [www.performancecoachingtools.com](http://www.performancecoachingtools.com) website.

**"The Purchaser"** means any person buying any of the Products.

**"The Seller"** means Performance Coaching Tools Limited registered in England under company 06259617 at Anstey Park House, Anstey Road, Alton, Hampshire, GU34 2RL.

**"Associate"** means any person who has registered and has been accepted by Performance Coaching Tools to purchase and use the Products.

**"Affiliated Contributor"** means any third party who has given their formal permission for the Seller to make their copyright material and resources available to the Associates through the [www.performancecoachingtools.com](http://www.performancecoachingtools.com) website.

### Basis of the Sale

By purchasing the Seller's products, the Purchaser agrees to these terms and conditions of business.

### Our Pricing Policy

The price of each Product shall be the price shown in the published Product Description current at the date of the order, unless otherwise agreed. Prices are quoted in Sterling Pounds and are exclusive of Value Added Tax which will be charged at the current applicable rate of 17.5%.

Whilst we make every effort to ensure that pricing displayed on this website is accurate and up to date, we offer no guarantee that the pricing displayed is accurate.

The Seller reserves the right to change the price of any Product at any time.

### Online Payments

Payments can be made by credit or debit cards only. When the Purchaser enters his/her credit or debit card details, the Purchaser agrees for the invoice sum to be debited from his/her card. Payments will be processed using the WorldPay credit and debit card secure payment service. The Purchaser will receive, automatically, a VAT invoice by email when they confirm their payment.

### Refunds Policy

In exceptional circumstances, a refund may be available at the sole discretion of the company management.

## Performance Coaching Tools Limited - Terms and Conditions of Business (cont'd)

### Product Specifications

The Seller reserves the right to make changes to any version of its Products and other online resources. The Seller will make every effort to notify Associates about changes to any of the Products and other online resources.

### Accuracy of Content and Future Changes to Website and Content

Whilst every effort is made to ensure accuracy, the Seller cannot accept responsibility for errors and/or opinions expressed by content authors, including Affiliated Contributors. The Seller and Affiliated Contributors reserve the right to make changes to document names and content, product specifications, or other information without obligation to notify any person of such changes.

### Intellectual Property

All material on the Site is the property of either the Seller or Affiliated Contributors. The content of the *www.performancecoachingtools.com* website must not be downloaded or reproduced or stored on any device except the downloadable Product reports that Associates have purchased and other downloadable material expressly made available to Associates for use with their coaching and/or career counselling clients.

The Seller and Affiliated Contributors retain copyright and all intellectual property rights in the Products, which must not be copied or reproduced in any form or posted onto a website or intranet without the Seller's or Affiliated Contributor's prior written approval. If the Purchaser does any act which, in the Seller's or Affiliated Contributor's reasonable opinion, is in breach of the Seller's or Affiliated Contributor's intellectual property rights, the Seller may terminate this agreement immediately, without prejudice to any other remedies the Seller or Affiliated Contributor may have.

### Use of the Performance Coaching Tools Website and its Content

Except as expressly set out above, or by separate contractual arrangement, you may not reproduce, modify or in any way commercially exploit any of the content of the *www.performancecoachingtools.com website*. In particular, but without limiting the general application of the restrictions contained in the preceding sentence, you may not do any of the following without prior written permission from Performance Coaching Tools Limited:

- redistribute any of the content
- remove the copyright or trade mark notice from any copies of content
- create a database in electronic or structured manual form by systematically downloading and storing all or any of the content

Any requests to reproduce material from this website shall be forwarded to [info@performancecoachingtools.com](mailto:info@performancecoachingtools.com).



## **Performance Coaching Tools Limited - Terms and Conditions of Business (cont'd)**

### **Data Protection and Privacy**

The Seller is registered and complies with the requirements of the Data Protection Act 1998. The Seller uses personal information volunteered during the registration process to provide various reporting features relating to the Products to the Purchaser. Personal information is stored on a secure server and is not passed on to third parties in any way.

### **Force Majeure**

The Seller shall not be liable for any loss or failure to perform any of its obligations to the Purchaser due to any cause beyond its reasonable control, including delay, breakdown or failure of computer facilities or systems; strikes or industrial action; war, terrorist act or civil disorder; or lightning, fire or flood.

### **Assignment**

The Purchaser cannot sell or assign any Licence from the Seller to any third party.

### **Severance**

If any provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remainder shall continue in full force and effect.

### **Whole Agreement**

The Purchaser acknowledges that these Terms and Conditions of Business contain the whole agreement between the parties and that he/she has not relied upon any oral or written representation made to it by the Seller or its employees or agents.

### **Prior Agreements**

This Agreement supersedes any prior agreement between the parties, whether written or oral.

### **Waiver**

Failure by either party to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy or of any other right or remedy under this Agreement.

### **Notices**

Any notice to be served on either of the parties by the other may be served by sending it by post, fax or e-mail to other's registered or other address. Such notice shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by fax or by e-mail to the correct fax number or e-mail address.

### **Liability of Seller**

The Seller is not liable for direct or indirect loss caused by decisions which the Purchaser or any user may make as a result of using the Products. A person who is not a Purchaser has no rights against the Seller under the Contracts (Rights of Third Parties) Act 1999.



## **Performance Coaching Tools Limited - Terms and Conditions of Business (cont'd)**

### **Limitation of Liability**

Under no circumstances shall the Seller be liable for any incidental, special, consequential, exemplary or other indirect damages that results from the use of, or the inability to use, this web site or the information contained on this website, even if the Seller has been advised of the possibility of such damages.

### **No Warranties**

Information and document, including product specifications, provided on this website are provided "as is". Specifically, but without limitation, the Seller does not warrant that:

- the information on this website is correct, accurate, reliable or complete;
- the functions contained on this website will be uninterrupted or error free;
- defects will be corrected, or
- this website or the server(s) that make it available are free of viruses or other harmful components.

Product descriptions and specifications are subject to change. The Seller periodically adds or updates the information and documents on this website without notice. We cannot accept any liability for any loss or damage arising directly or indirectly from or in any way connected with our website or the offer, sale, delivery or non-delivery of our product.

### **Law**

This Agreement is governed by English law and both parties submit to the exclusive jurisdiction of the English courts.