
PHOENIX WELLNESS COACHING LIMITED TERMS AND CONDITIONS
(GROUP OR INDIVIDUAL SESSION: PER SESSION OR PACKAGE BOOKINGS)

BACKGROUND:

These Terms and Conditions are the standard terms which apply to provision of any Coaching Session (as defined in Clause 1 below) by Phoenix Wellness Coaching Limited of a company registered in England and Wales under number 12921999 whose registered office is at: c/o Accounting Connections Ltd, 7-8 New Road Avenue, Rochester, Kent, ME4 6BB ("Us"); and either where the customer is a "Consumer" as defined by the Consumer Rights Act 2015 or where the customer is a Business whether incorporated or otherwise ("You").

1. Definitions and Interpretation

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

"Business"	means any business, trade, craft, or profession carried on by You or any other person/organisation;
"Coaching Session"	means any individual or group session at which We provide any coaching, instruction, or training and all facilities, services, equipment, and other goods and materials which we provide/use in connection with any such session, this may include a series of Sessions under a Program;
"Customer"	means either a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual who receives or uses services from Us consisting of one or more Coaching Session for the individual's personal use and for purposes wholly or mainly outside the purposes of any Business; or a Business where they are not a consumer and they wish their directors or staff to undertake coaching.
"Group Session"	means a Coaching Session or Program which is open to more than one Customer at a time.
"Our premises"	means the premises at which We hold the session, but in Clause 3.18 it means "business premises" as defined in the Regulations;
"Price List"	means Our standard price list for all Coaching Sessions which We offer. The list of Coaching Sessions and their prices is available from our website;
"Program"	means a series of Coaching Sessions packaged together.
"Registration Form"	means the registration form that We provide to You for You to apply to register;
"Regulations"	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

“We/Us/Our” means Phoenix Wellness Coaching Limited and includes all Our staff (employees, subcontractors and agents);

“You/Your” means an individual or business to whom We agree to provide any Coaching Session or other Service.

2. Unless the context otherwise requires, each reference in these Terms and Conditions to:
 1. “these Terms and Conditions” is a reference to these Terms and Conditions; and
 2. a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions.
3. The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions.
4. Words signifying the singular number shall include the plural and vice versa.
5. References to any gender shall include the other gender.

2. Registration

1. In order to attend any Coaching Session You first have to register with Us and You may do so by completing the Registration Form for the Customer and agreeing in that Form to these Terms and Conditions.
2. The details that You provide and confirm in the Registration Form must be complete and correct, including Your confirmation that You are 18 years or over and that You agree to these Terms and Conditions, and including but not limited to the fitness, health and safety matters and the rules set out in Clauses 6 and 7 of these Terms and Conditions.
3. You may book and attend a Coaching Session only after We have accepted Your Registration Form in writing. Acceptance of that application to register means that We agree that You may then (but not otherwise) book a Coaching Session. Our decision whether or not to accept Your application to register is in Our absolute discretion.
4. Upon Our acceptance of Your Registration Form and confirmation that We accept Your application to register there will be a contract between You and Us on these Terms and Conditions. These terms and conditions bind the attendee of the Coaching Session/Program as if they have signed these Terms and Conditions directly.

3. Booking and Cancellation of Group Sessions, Expulsion, and Consumer Rights

1. Where you wish to book a Group Session or Program, Your place in that Group is subject to availability. No priority is given, and places in any Group Session are allocated on a first-come-first-served basis. We will not reserve or guarantee any particular date and/or time for any Group Session unless You book and pay for the Group Session for that time and date.
2. Each Group Session requires a minimum number of people to book it for it to take place.
3. You may book a Group Session in person, by email, by phone or through Our website using Our on-line booking system as a single Session or as part of any available package of Programs.

4. We will only provide a Group Session to You if You have pre-booked and paid for it except where as follows, You are allowed to participate in it on a "wait list" basis where you are aware the Group Session is already fully booked when you request a booking, We add you to a wait list for it. We may then be able to offer You the opportunity to book, pay for and participate in the Group Session if a wait list space for it becomes available due to another person cancelling a booking. If We tell You of such an opportunity by telephoning You after We have placed You on a wait list, You will then need to book and pay for the Group Session before your place is confirmed.
5. When you book and pay for any single Coaching Session (i.e. one not paid for as part of a Program) You must book (or, as set out in sub-Clause 3.11 below, rebook to replace any booked Coaching Session cancelled) for a date which is no more than one month after the date when You make and pay for that booking or rebooking. A Coaching Session not booked (or rebooked) and not taken within that period will be lost and, unless You cancel it and are not entitled to a refund under these Terms and Conditions in that case, We will not refund any payment You have made for it.
6. If You pay for any package of Coaching Sessions, but You do not at the same time book the date/s for all of the number of Coaching Sessions included in the package, You should then ensure that You book dates for all of the package which fall within the six month period after the date when You paid for the package. Any Coaching Session paid for as part of a package but not booked for dates falling within that six month period will be lost and We will not refund any payment You have made for them.
7. Your request for a booking for a Coaching Session (whether or not it is paid for as part of a package) will be an offer, but whether We accept any booking will be for Us to decide in Our discretion. Only if and when We tell You that We accept Your request to book a particular Coaching Session and You have paid for it, will there be a binding contract between You and Us for that Coaching Session. If You wish to buy a Program of Coaching Sessions and You pay for it, and in Our discretion We accept that purchase, Our contract with You will be for all of the Coaching Sessions within that package which You then or later book.
8. When You book any Coaching Session(s), We will require You to pay Us in advance for it/them, and We will be entitled to keep some or all of that payment as set out in sub-Clause 3.12 below if You later cancel the Coaching Session(s) without giving Us prior notice of at least 48 hours' notice.
9. We may treat a Group Coaching Sessions that You have booked as cancelled by You without notice to Us if You fail to arrive within 15 minutes of the start of the Coaching Session or You fail to attend the Coaching Session at all. We may decide to make a charge to You for that cancelled Group Session, and sub-Clause 3.12 below will apply.
10. You may cancel a Coaching Session without charge if You give Us at least 48 hours' prior notice of the cancellation. If You do so We will refund to You any sum You paid in advance unless when You cancel You ask to rebook for a later, substitute, Coaching Session instead and We accept that substitute booking. If the cancelled Coaching Session was paid for as part of a package, We will refund You for that Coaching Session an amount equal to total sum paid for the package divided by the total number of Coaching Sessions in the package unless We have agreed to allow You to rebook it under this sub-Clause 3.11 for a date falling within the six month period after the date when You booked the package.
11. If You do not give Us at least 48 hours' notice prior notice of cancellation of a Coaching Session, We will be entitled to charge You for any net financial loss up to the full price of that Coaching Session that We suffer due to Your cancellation. We will be entitled to deduct that charge from sums You paid in advance for that Coaching Session, and We shall refund any balance to You. For this purpose, if that Coaching Session was part of a package, the sum

paid in advance for it will be the total sum paid for the package divided by the total number of Coaching Sessions in the package.

12. If, due to exceptional circumstances including, but not limited to, illness, accidents and bereavement, You cancel a Coaching Session without giving Us at least 48 hours' prior notice, We will consider the circumstances and in Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under sub-Clauses 3.10 or 3.12.
13. We may cancel a Group Coaching Session booked by You at any time before the time and date of that Group Coaching Session in the following circumstances:
 - 13.1. The required minimum number of people (if any) for the Group Coaching Session have not booked for that Session; or
 - 13.2. The required coach necessary for the Session is not available; or
 - 13.3. An event described in sub-Clause 9 below occurs and continues for more than 1 week.

If We cancel a Coaching Session in such circumstances We will refund to You in full the payment that You have made to Us for that Coaching Session unless it was paid for as part of a package.

Where it was part of a package, We will not make a refund but You may rebook that cancelled Coaching Session for another date falling within the one month period after the date when You paid for the package, or if that period ends less than two weeks after the date of the cancelled Coaching Session and You prefer to have a refund instead of rebooking We will refund You the stand-alone price for that cancelled Coaching Session.

14. We will use all reasonable endeavours to start the Coaching Session You have booked at its scheduled start time, but the start may be delayed by overrun of a previous Coaching Session or by other circumstances. If a delay to the start is at least 20 minutes, or, if at any time before or after You arrive for a Coaching Session We notify You that there will be a delay of at least that time, You may cancel the Coaching Session and We will refund to You in full the payment that You have made to Us for that Coaching Session unless it was paid for as part of a package in which case the final paragraph of sub-Clause 3.13 (as to rebooking or refund) will also apply to cancellation under this sub-Clause 3.14.
15. Coaching Sessions, Group Coaching Sessions, Our Prices and Coaches, are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.
16. We reserve the right to expel You from any Coaching Session if Your conduct is in Our reasonable opinion unacceptable, or is or may be in Our reasonable opinion, harmful to Our reputation, or if it amounts to Your breach of these Terms and Conditions, or where in Our reasonable opinion such expulsion is otherwise in the interests of others who are in that Group Coaching Session or who are in any other Group Coaching Session being held then or to be held subsequently. You will not be entitled to any refund for a Coaching Session started but not completed due to such expulsion. If at that time You have paid for any Coaching Session as a package but have not yet booked and/or attended one or more of such Coaching Session, We may cancel those Coaching Session not yet booked and/or attended by telling You at the time of that cancellation and in that case We will refund You for the number of Coaching Session in the package cancelled and the refund will be for the number of package Coaching Sessions not taken pro rata to the total Coaching Sessions in the package.
17. Where you are a Consumer and the contract We make with You is not made on Our premises, the Regulations give You the rights set out in this sub-Clause 3.17, and they will be in addition to the rights given to You by the above provisions of this Clause 3. You may for any reason cancel a booked Coaching Session during the 14 day period after We accept that booking, but

if the booking includes any Coaching Session(s) on a date which is before the end of that 14 day period, and if You have expressly requested Us to provide any such Coaching Session(s) in that 14 day period and We do so, You may not cancel that or those requested Coaching Session(s) and You must pay for them in accordance with Clause 4, and You may only cancel any other Coaching Session(s) covered by that booking. If You request that Your booking be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this Sub-clause 3.17, and You have already made any payment(s) to Us for the booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the Coaching Session(s) covered by that booking that We have provided. For this purpose, where any one or more Coaching Session(s) has been paid for as part of a package, then You may cancel such Coaching Session(s) (either booked for any date(s) after that 14 day period or not yet booked), and We will refund for each such cancelled Coaching Session the total package price amount divided by the total number of Coaching Sessions in that package.

4. Fees and Payment

1. You must pay in accordance with Our Price List for all Coaching Sessions that We fully and correctly provide to You.
2. You may pay Us for Coaching Sessions using any of the following methods:
 1. BACS/CHAPS;
 2. Cash;
 3. Debit Card Payment (we do not accept credit cards);
 4. Paypal; or
 5. Gift Voucher.
3. We may alter Our prices without prior notice, but if the price of any Coaching Session increases between the time when You book it and the date of the Coaching Session, the price increase will not apply to You for the Coaching Session on that date.

5. VAT

1. Currently we are not registered for VAT but the following clause will apply if and when we become VAT registered.
2. All prices of Coaching Session shown in the Price List are inclusive of VAT.

6. Fitness, Health and Safety

1. You acknowledge that certain Coaching Sessions may be emotionally testing and You agree that You voluntarily participate in such Coaching Session with full knowledge that even if We and the Coach are not negligent there is a risk of this causing some potential distress arising from Your participation.
2. You must ensure that you are fit and well enough to participate as You will at all times be responsible for Your own state of health, physical condition and wellbeing.
3. If You have any concerns about Your fitness or health, You should seek appropriate medical advice from a relevant professional medical or other adviser before attending. We cannot and do not provide any such advice.
4. You agree that when You register and when You book and attend any Coaching Session, that will be Your confirmation that You have no health or fitness problems which may affect your participation.
5. You must not attend any Coaching Session when under the influence of alcohol or illegal drugs.

7. Rules

1. We do not permit You to:

1. smoke anywhere on Our premises or the premises of which Our premises are a part;
 2. make or receive mobile phone calls at Our premises. Mobile phones should be switched to silent mode during a Coaching Session;
 3. bring to Our premises or the premises of which Our premises are a part any child/ren as We do not have anyone to supervise them.
 4. bring any animals into Our premises or the premises of which Our premises are a part with the exception of guide dogs. If You require the use of a guide dog, You should inform Us of that when You register;
 5. bring any crockery, glass, drink (except water) or food into any part of Our premises . Only water, either in a plastic bottle or paper cup, is permitted in Our premises.
- 7.2 If a Coaching Session requires You to bring any specific items we will specify those requirements and You must provide them for You.

8. Gift Vouchers

1. Gift vouchers are available from our Website.
2. Gift vouchers are available in multiples of £10.
3. Gift vouchers are valid either for the period specified on the gift voucher or, where no period is specified, indefinitely.
4. Gift vouchers may be redeemed only for Coaching Sessions and may not be redeemed partly or wholly for cash.

9. Events beyond our reasonable control

1. We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.
2. If any event described under sub-Clause 9.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of any new dates, times or availability of Coaching Session as necessary. You may, without liability to Us, cancel any Coaching Session which do not take place due to that event, and We will refund in full the advance payment that You have made to Us for the cancelled Coaching Sessions. Where the cancelled Coaching Session(s) is/are part of a package, We will refund You for each such Coaching Session an amount equal to the total price for the package divided by the total number of Coaching Session in the package unless we can extend the duration of the provision of the Coaching Sessions to allow for this delay. This will only be done by mutual consent.

10. Limitation of Liability

1. We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.
2. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
3. Each of Coaches are appropriately experienced and/or qualified and competent to conduct the Session assigned to them but their advice does not include any medical or similar advice and is not a substitute for advice provided by an appropriate medical, health, or fitness professional or therapist.

4. If You bring any personal belongings onto Our premises, We do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your own risk except where such loss or damage is due to any deliberate or negligent act by Us or our staff. We will not be responsible for any loss or damage to Your personal belongings caused by any other customer, guest or visitor to Our premises even where You leave or store them in any place at Our premises referred to in Clause 7.2. We therefore advise You not to bring any valuable belongings to Our premises.
5. Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
6. Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
 1. the Consumer Rights Act 2015;
 2. the Regulations;
 3. the Consumer Protection Act 1987; or
 4. any other consumer protection legislationas that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

11. Changes to Terms and Conditions

1. We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

12. How We Use Your Personal Information (Data Protection)

1. We will only use Your personal information as set out in Our Privacy Notice available from our website at www.phoenixwellness.co.uk.

13. Regulations – This Section only applies if you are a Consumer.

1. We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your registration and/or make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to register and/or make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

14. Information – This Section only applies if you are a Consumer.

1. As required by the Regulations all of the information described in Clause 13; and any other information which We give to You about any Session or Program or Ourselves and Our business which You take into account when deciding to make a booking or when making any other decision about Coaching Sessions will be part of the terms of Our contract with You as a Consumer.

15. Complaints

1. We always welcome feedback from You and, whilst We always use all reasonable endeavours to ensure that Your experience as Our customer is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our Coaching Sessions or any

other complaint about Us or any of Our staff, please raise the matter with Mrs Jeanette Forder who can be contacted by email at jeanette@phoenixwellness.co.uk.

16. No Waiver

1. No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

17. Severance

1. 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 of these Terms and Conditions and the remainder of the provision in question shall not be affected.

18. Law and Jurisdiction

1. These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
2. If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.
3. Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.