



# Project Sophia Ltd

## Coaching Terms and Conditions

Thank you for choosing Project Sophia to provide you with coaching services. This document explains the terms and conditions under which the purchase and delivery of these Services through Project Sophia Ltd are governed.

### INTRODUCTION

These terms and conditions apply between you (the 'Client') and Project Sophia Ltd (the 'Company' or 'We'). Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur when you confirm during the purchase process that you have read and accepted these terms and conditions.

Occasionally, we may amend or update our Terms and Conditions, which become legally binding on publication. We will always publicise any changes on the Project Sophia Ltd Website and our Platform, and by logging into the Platform, you agree to the updated terms and conditions.

You must be at least 18 years of age to use our Coaching Services. By agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age and/or lawfully able to enter into contracts.

If you cannot legally enter into contracts, you may not use the services at any time or in any manner or submit any information to us. If you do not agree to be bound by these terms and conditions, you should advise us that you wish to discontinue your coaching programme.

These terms and conditions are divided into three parts:

1. [Preliminaries \(registration, privacy and meanings\)](#)
2. [Service guidelines and policies](#)
3. [Terms and conditions for the sale and delivery of our services](#)
4. [General terms and company information](#)

# Part 1 - Preliminaries

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## Interpretation

1. The terms listed below will have the meanings assigned to them in the interpretation of these terms and conditions:
  - a. **Cancellation Period** means the period during which the service can be cancelled, and any fees deducted will be refunded; it is defined as the period over 72 hours before the Initial Coaching Session or the first session of the Standard Coaching Package or at the Our discretion;
  - b. **Consumer** or **Client** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
  - c. **Contract** means the legally-binding agreement between you and Us for the supply of the Services;
  - d. **Delivery Location** means the Company's offices or Zoom Online Video Meeting facility;
  - e. **Coach** means the qualified individual authorised by the Company to provide coaching services around growing wealth, making an impact and living with meaning and purpose;
  - f. **In-person coaching** means coaching provided in a face-to-face meeting and booked and paid for in-person and delivered at the Delivery Location;
  - g. **Virtual coaching** means coaching provided by the medium of online video sessions booked and paid for on the Platform and delivered at the Delivery Location;
  - h. **Library** means the collection of all products you have purchased on the Platform accessible at <https://my.projectsophialtd.co.uk/library>
  - i. **My Project Sophia** means the website at <https://my.projectsophialtd.co.uk.com>, which is the Platform for Coaching Services provided by the Company;
  - j. **Order** means the Customer's order for the Services from the Supplier as submitted following the process set out on My Project Sophia;
  - k. **Order confirmation** means the message sent from My Project Sophia to the Client immediately upon subscribing to a Coaching Service;
  - l. **Owner** or **Supplier** or **Us** or **We** means Project Sophia Ltd, which owns and operates all connected websites, third-party groups and other services and which is a company registered in England and Wales under number 08140280 and whose registered office is at Cleveland Way, Helmsley, North Yorkshire, YO62 5AT with email address [admin@projectsophialtd.co.uk](mailto:admin@projectsophialtd.co.uk), telephone **+44 (0) 1439 770 105**;
  - m. **Platform** means My Project Sophia at <https://my.projectsophialtd.co.uk>;
  - n. **Privacy Statement** is the statement which set out how We will deal with confidential and personal information received from you via any medium or method of communication and which includes our statement on the use of cookies on our websites;
  - o. **Product** or **Service** means the Coaching supplied by Us on the platform or in-person;
  - p. **Product Particulars** means the information and forms relating to the Product you have purchased which is held in your Library

## ACCOUNT OPENING AND PERSONAL INFORMATION

2. Your personal account on the Platform is automatically created when you purchase your first Product from the Store. You must provide your email address, select a secure password and select your geographic region to create an account.
3. To gain access to purchased Products, you must log in to your account on the Platform and select the Product from your library to access the Product Particulars.
4. You must ensure that the details provided by you on opening an account or at any time are current, correct and complete.
5. For in-person coaching or when additional non-coaching work is involved, you may book directly through Us rather than via the Platform

6. You must inform Us immediately of any changes to the information you provide by updating your personal details to ensure We can communicate with you effectively.
7. We retain and use all information strictly in accordance with our Privacy Policy (available to download at <https://bit.ly/43QaJSE>) and adhere to the current Data Protection Legislation.
8. We may contact you via e-mail or other electronic communication methods and by pre-paid post, and you expressly agree to this.

## Part 2 - Service guidelines and policies

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Our Manifesto for Service (<https://bit.ly/41qK1hK>) sets out the core values and principles underpinning all our services.

Our coaching is one-to-one coaching by video or in-person. Our coaching focuses on helping you organise your money and your life to grow wealthy, thrive spiritually and lead a life of meaning and purpose. This does not prevent you from discussing any topic you choose, as you will find these tend to relate to living a purposeful and fulfilled life. We will use various techniques, including conversation, reflection, storytelling, financial analysis, habit change and developing a relationship which you can use to your advantage.

Life coaching is not a replacement for professional psychological help. If you believe you are suffering from mental health issues, you should speak to your doctor in first instance. If your Coach at any time believes you are suffering from mental health issues, your Coach reserves the right to cancel the session and any future sessions, issue a refund and recommend that you arrange a consultation with your doctor.

Project Sophia is not authorised to provide financial advice as defined by the regulatory authority in your country of residence. In general, this means that we are not authorised to advise on the purchase, sale or switch of any financial product. However, we will provide coaching and training to help you to become financially well-organised, develop a strong and positive relationship with your money and arrange your life aspirations and values so that your money becomes a means to an end rather than an end in itself. We may recommend appointing an authorised financial adviser, accountant or tax consultant.

9. **DO** follow these guidelines for your success:

- ✓ If applicable, read our Guidelines for Successful Virtual Coaching in the Resources folder of the Product Particulars in your Library.
- ✓ Book a time slot for your coaching session(s) as soon as you have completed your purchase
- ✓ Become engaged and embrace your coaching with courage and energy.
- ✓ Remember that you do the work to achieve your goal, not us; We are there to coach, guide, and provide accountability and encouragement.
- ✓ Coaching is about helping you find solutions to problems and challenges within you, so please do not expect us to provide you with advice or solutions.
- ✓ Be open about your circumstances and goals, and share your feelings and experiences with us.
- ✓ Be open to our suggestions and be willing to change tack if necessary.
- ✓ Be clear and concise and avoid waffling; getting your thoughts properly in order is a useful technique for bringing clarity to your life.
- ✓ Only postpone a session if circumstances make it difficult or impossible for you to attend.
- ✓ Ask for help when needed; within reason, we will provide guidance by email or phone between coaching sessions.
- ✓ Flag any issues you want to discuss at a coaching session using the agenda and notes facilities in the Product Particulars.
- ✓ Ensure you record notes of the session - especially notes of agreed activities - on the private page of the Product Particulars on the Platform (and elsewhere if you wish).

- ✓ If you are not satisfied with your coaching or wish to terminate your coaching for any reason, please contact Us first so that We can attempt to resolve any issues.
  - ✓ Use other free products and services available to you in your Library on the Platform.
10. Please do **NOT** do any of the following:
- Arrive late for a coaching session.
  - Use this Service for any abusive or illegal purpose.
  - Select a goal, or take any action to further your goal that may cause harm to others in any way.

## Part 3 - Terms and conditions for the sale and delivery of Services

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11. We accept your order for the Services and make a legally enforceable agreement without further reference to you under the terms and conditions set out below.

### APPLICATION

12. These Terms and Conditions will apply to the purchase of Coaching through the Platform or in-person by you (the Client) from Us (the Supplier).
13. These are the terms on which We sell Products to you. By ordering any of our Products, you agree to be bound by these Terms and Conditions. You can only purchase the Services from Us if you are eligible to enter into a contract and are at least 18 years old.

### SERVICES

14. The Product description is as set out in our Website, catalogues, brochures or other forms of advertisement. Any description is for illustrative purposes only, and there may be small discrepancies in the features and processes of any Product supplied.
15. We make no guarantee as to the results of any Coaching as the efficacy of such programmes is dependent on the engagement of the Member as well as the content and delivery of the Product.
16. It is your responsibility to ensure that you provide us with the full and accurate information necessary for Us to deliver the Product.
17. All Products which appear on the Platform are subject to availability.
18. We can make changes to the Product which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

### CUSTOMER RESPONSIBILITIES

19. You must cooperate with Us in all matters relating to the Product, provide Us and our authorised employees and representatives with all information required to provide Coaching and obtain any necessary licences and consents (unless otherwise agreed).
20. Failure to comply with the above is a Client default which entitles Us to suspend the delivery of your Coaching until you remedy it, or if you fail to remedy it following our request, to terminate the Contract with immediate effect on written notice to you.

### BASIS OF SALE

21. The description of the Products on our Platform or brochure does not constitute a contractual offer to sell Coaching. When an Order has been submitted on the Platform, We can reject it for any reason, although We will try to tell you the reason without delay.
22. The Order process is set out on the Platform. Each step allows you to check and amend errors before submitting the Order. You must check that you have used the ordering process correctly.

23. A Contract will be formed for the Product ordered only when you receive a message from the Platform confirming the Order (the Order Confirmation). You must ensure the Order Confirmation is complete and accurate and inform Us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you.
24. By placing an Order, you agree to Us confirming the Contract by means of a message from Us on the Platform with all information (i.e. the Order Confirmation). You will receive the Order Confirmation immediately after making the Contract. You can see the details of your Order at any time on your page on the Platform.
25. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is notified by the Customer and the Supplier in writing.
26. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us so that We can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.

## **FEES AND PAYMENT**

27. The fee for the Services is that set out on the Platform at the date We accept the Order or such other price as We may agree in writing. Fees are payable in advance for the single introductory session or the standard tranche of six sessions.
28. All payments are collected for Us by the administrators of the Platform using either Stripe or PayPal. You must pay by submitting your credit or debit card details or by logging into PayPal via the Platform at the time you subscribe to the Services.
29. In certain circumstances where coaching is booked directly through us rather than via the Platform or involves additional non-coaching work, we may run a timesheet and charge for ongoing work rather than on a fixed fee basis. Our time is charged in five-minute tranches, and we will always charge at the lowest rate commensurate with the work involved.

## **DELIVERY**

30. We will commence delivery of the Services to you at the start of the first coaching session. You will receive a confirmation message from Us via the Platform.
31. You must book a time via the Platform for your session. You can book each session individually or the entire session at the start for a tranche of standard sessions. You will receive a booking confirmation every time you schedule or reschedule a session, and you should make sure you use the appropriate button to add the session to your calendar.
32. We will supply the Services with reasonable skill and care.

## **CANCELLATION BY YOU**

33. You may cancel the Service at any time by sending an email to [admin@projectsophialtd.co.uk](mailto:admin@projectsophialtd.co.uk). A full refund is provided if cancellation is made at least 72 hours before the initial coaching session included in the booking. No refund is provided if you notify us of cancellation after this time.

## **POSTPONEMENT AND RESCHEDULING OF A SESSION**

34. You may postpone a session by activating the Reschedule link in your Product Particulars. Sessions postponed within 24 hours before the start of the session are deemed to be cancelled and not refundable.
35. You must reschedule a postponed session by selecting the session in your Product Particulars and selecting a new time.

## **SUSPENSION OF THE SERVICE**

36. We may suspend or cancel your Coaching immediately for any reasonable purposes or if you breach these terms and conditions.

37. Should we cancel the service for any reason other than your non-compliance with these terms and Conditions or for reasons beyond our control, we will refund fees for any outstanding coaching sessions.

## Part 5 - General Terms and Conditions

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### LIMITATION OF LIABILITY

38. Nothing in these terms and conditions will:
- limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; or
  - limit or exclude our or your liability for fraud or fraudulent misrepresentation; or
  - impart on Us any liability for loss (e.g. loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer because We believe you are not buying the Services wholly or mainly for your business, trade, craft or profession; or
  - limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
39. To the maximum extent permitted by law, We accept no liability for any of the following:
- any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
  - loss or corruption of any data, database or software;
  - any special, indirect or consequential loss or damage.

### FORCE MAJEURE

40. In the event of any failure by a party because of something beyond its reasonable control:
- the party will advise the other party as soon as reasonably practicable; and
  - the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery (and the right to cancel).
41. We will not be liable for any breach of this Agreement which is a result of circumstances beyond our reasonable control. This includes but is not limited to acts of God, acts of terrorism, war, riot, civil commotion, malicious damage, compliance with a law or governmental directive, accident, insolvency or bankruptcy of either party or any third party, fire, flood, snow and storm or other exceptional weather conditions preventing Us from executing our business, shortage of goods or delayed or cancelled public transport and other circumstances affecting the execution of our business and provision of our Services.

### GENERAL

42. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where We reasonably believe your rights will not be affected.
43. These terms and conditions may be varied by Us from time to time. Such revised terms will apply from the date of publication. We will provide details of the current version number and publication date on the log-in page of the website, and Members are deemed to have read and agreed to the current terms and conditions by logging on to the Website. Members should check the terms and conditions regularly to ensure familiarity with the then current version.
44. These terms and conditions, together with the Privacy Policy and Cookies Policy, contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
45. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

46. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
47. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

### **GOVERNING LAW, JURISDICTION AND COMPLAINTS**

48. The Contract (including any non-contractual disputes or claims) is governed by the law of England and Wales.
49. Disputes can be submitted to the exclusive jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
50. We try to avoid any disputes, so We deal with complaints as follows: If a dispute occurs, customers should contact Us to find a solution. We will aim to respond with an appropriate solution within two working days.
51. We aim to follow a code of conduct set out in our Manifesto, copies of which you can obtain from <https://bit.ly/41qK1hK>

### **COMPANY INFORMATION**

52. A factsheet setting out the company information about Project Sophia Ltd is available at <https://bit.ly/41qK1hK>
53. A full set of legal information documents is available at <https://projectsophialtd.co.uk/legal/>

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