

TERMS AND CONDITIONS – ONE-TO-ONE COACHING

Background

1. These terms and conditions relate to the provision of one-to-one coaching by Andrew Noakes (“the tutor”) to the client who agrees to these terms and conditions (“the client”).
2. The terms and conditions are governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

What to expect from the tutor

1. One critique of up to 20,000 words of the client’s writing per month.
2. One 60 minute Skype consultation per month.
3. Regular email support. The tutor will respond substantively to emails sent by the client containing questions and ideas about their story. Responses will ordinarily be sent within 48 hours during the working week; responses will not be sent during weekends. Responses may occasionally take longer if there is reasonable cause for delay. The frequency of emails from the client must be reasonable, and the tutor is required to provide no more than three substantive email responses per week, unless they wish to provide further responses at their discretion.
4. The tutor may be delayed in delivery of their commitments in this section if they are: 1) sick, 2) on holiday, 3) lose computer access, or if there is any other reasonable cause for delay or non-delivery.

Programme administration and payment conditions

1. The programme is administered as a monthly pay-as-you-go service. Payments are to be made by the client before the start of each month, with each payment paying for the service provided during that subsequent month. The client will not receive any services that they have not paid for in advance.
2. These terms and conditions will remain in effect for 12 months, after which they will expire. They will automatically expire if the client fails to make a monthly payment/does not wish to continue with the coaching relationship at any point within these 12 months. They will also expire if the tutor is not able to, or does not wish to, continue with the coaching relationship at any point within these 12 months.
3. The monthly payment will be £260 or \$330. Payments can be made in either currency (GBP or USD).
4. Payment should be made via Paypal in accordance with the instructions.
5. These terms and conditions will not be binding on the tutor or in effect until the first payment is made. If the first payment is not made at the time of the client consenting to these terms and

conditions, the agreement they constitute between tutor and client is automatically terminated without penalty.

6. This method of administration and payment does not constitute a credit agreement or the provision of credit. The services are provided on a strictly pay-as-you-go basis, with each payment being taken in advance. There is no obligation on the client to continue with the coaching relationship for any longer than the first month following this agreement or to pay for any more than the first month.
7. If the client does wish to continue for longer than the first month, they must continue to make their monthly payments. Each payment will renew their access to the service for the following month, thereby also renewing their agreement to these terms and conditions for that month. This can continue for a maximum of 12 months, after which point new terms and conditions must be agreed.

Cancellation

1. The client has the right to cancel with no penalty within 14 days of agreeing to these terms and conditions. Any payment they have made will be refunded.
2. The client has the right to cancel before the end of each month with no penalty except for the reasonable costs of any services they have used in that month up until the point of cancellation.
3. The tutor may cancel at any time, but, if they do so, they agree to refund any payments made for work not yet delivered.
4. Refund amounts will be determined solely by the tutor in proportion to services used and work not yet delivered. In practice, this may take the form of a pro-rated refund based on days remaining in the month of cancellation.
5. If the tutor fails to deliver any elements of the service outlined in these terms and conditions within 14 days of the end of each corresponding month, the client is entitled to a full refund of that month's payment. Disagreement with the content of the tutor's advice is not grounds for a refund. Refunds can only be requested within 30 days of the end of the corresponding month. After this time, no refunds will be given.

Copyright and confidentiality

1. The copyright of any writing submitted by the client is and remains the sole property of the client. The tutor cannot claim intellectual property ownership over any writing that results from, relates to, or is submitted to them in connection with this service. The client is free to use any ideas provided by the tutor in connection with their writing without providing credit or further compensation. The copyright of the expression of any such ideas within any writing that relates to this service will be the sole property of the client.
2. The responsibility for the client's writing also remains with the client. Therefore, the client agrees to indemnify the tutor against any and all legal claims that result from the writing they submit to the tutor or which results from their participation in this service.

3. The content of the client's manuscript will remain confidential. Data processing is covered by the tutor's privacy policy, which the client can review online (<https://andrewnoakes.co.uk/privacy-policy>).

Miscellaneous

1. The tutor cannot guarantee the success of the client's writing following the programme, nor can they guarantee that they will identify every error in their writing. They cannot be held liable for errors missed in the writing or its lack of success (including but not limited to lack of sales or lack of critical acclaim). They cannot be held liable for any errors or losses that occur as a result of the client acting on their recommendations, and the tutor cannot be held liable for any errors they make in relation to their recommendations.
2. The client may not, except with explicit consent from the tutor, publish any of the tutor's comments in relation to their writing, including (but not limited to) in marketing material for their books.