

wabya – User Terms of Service

Please read the following terms and conditions before you sign-up to or purchase any of the Coaching Services available from our website at www.wabya.com (the “Site”). These terms are legally binding so please check that they do not contain anything that you are not willing to agree to.

Who we are

We are **WABYA LTD**, a company registered in England and Wales under company number: 13373919.

Our registered office is at: 6 Chelsham Road, London, England, SW4 6NP

The Coaches are graduates from a programme recognised and accredited by a member of the Global Mentoring and Coaching Alliance (GMCA). This includes the International Coaching Federation (ICF), the European Mentoring and Coaching Council (EMCC) and the Association of Coaching (AC).

The details of this contract may be filed by us. However, we also recommend printing out or saving a copy of this contract for your records too.

Summary

These Terms set out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- ‘we’, ‘us’ or ‘our’ means Wabya Ltd; and
- ‘client’, ‘you’ or ‘your’ means the person using our Site to purchase Coaching Services.

If you have any questions about these Terms or the Coaching Services, please contact us by:

- sending an email to youare@wabya.com.

Do you need extra help?

If you would like these Terms in another format (for example: audio, large print, braille) please contact us using the contact details above.

1 Introduction

- 1.1 If you use or access our Site or purchase the Coaching Services from our Site you agree to be legally bound by these Terms.
- 1.2 These terms and conditions apply only if you are buying Coaching Services on our Site as a consumer (i.e. for purposes outside of your business, craft or profession).
- 1.3 We operate the Site as an intermediary platform, through which we promote the Coaching Services of Coaches and Clients can browse information on coaching and book in for Coaching Services.
- 1.4 Our [Privacy Policy](#) also applies to your use of or access to our Site and the purchase of any Coaching Services from our Site. The Privacy Policy forms part of the contract between you and us, as though set out in full here.

2 Definitions

- 2.1 The following defined terms have the following meanings in these Terms:

Coach	the professional coach that has agreed to provide the Client with the Sessions via the Site and (where applicable) perform the Coaching Services.
Coaching Services	coaching services promoted and offered for sale on the Site by Coaches, including, but not limited to, online coaching sessions.
Intellectual Property Rights	concepts, designs, illustrations, processes, know-how, trade names, trade marks, logos, plans, computer software, domain names, database rights, models and artistic works, every copyright work or design in which copyright or design rights may subsist and moral rights as defined by Copyright Designs and Patents Act 1988, rights to sue for passing off and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
Terms	these User Terms of Service which incorporate the Privacy Policy .
Third Party Materials	has the meaning set out in condition 15.2.1 below.

3 Accessing the Site

- 3.1 You are responsible for configuring your information technology, computer programmes and platform to access our Site.
- 3.2 We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. You accept that we may suspend, withdraw or restrict the availability of all or any part of our Site for business and operational reasons, as may the third-party software providers on which we rely from time to time to keep our Site operational.
- 3.3 Although you can use the Site as a guest, you may choose to register for a Client account, in which case you will have to provide certain information about you, as prompted during the account registration process.
- 3.4 If you do create an account, all the registration information you submit should be accurate and correct.
- 3.5 If you choose a password or any other piece of information as part of the account creation processes or our security procedures, you must treat such information as confidential and not disclose it to any third party.
- 3.6 We have the right to disable any account, log-in or password, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 3.7 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, your account. If you suspect or become aware of any such unauthorised use of your account or any other breach of its security, you shall immediately notify us of any details reasonably required in connection with such unauthorised access.
- 3.8 You can delete your account at any time, for any reason, by clicking the applicable button within your account.
- 3.9 We may terminate your account immediately and without liability if you abuse (including verbal, physical, written or other forms of abuse, as well as threats of abuse) any of our Coaches, employees, contractors or agents.

4 Ordering Coaching Services

- 4.1 Below, we set out how a legally binding contract between you and us is made.
- 4.2 You get in touch to enquire about Coaching Services by following the instructions on the Site.
- 4.3 You review the email(s) that are subsequently sent to the email inbox you have provided.
- 4.4 You take action by replying to the questions we ask you so that we may find the right coach to suit your needs.
- 4.5 At a day and time we'll have agreed with you, you'll meet (virtually) with the coach we've proposed for your free introductory coaching session.
- 4.6 If you are keen to continue working with this coach, you'll let them know at the end of the free introductory coaching session. You'll then both agree on a day and time for your first paid coaching session to be held (virtually).
- 4.7 The coach will advise us of what you have agreed. This will trigger the ordering process.
- 4.8 We will acknowledge your order for coaching services by email and submit an invoice for payment. This acknowledgement does not, however, mean that your order has been accepted by us.
- 4.9 Your order may not be accepted for the following reasons:
 - 4.9.1 it is not possible to carry out the Coaching Services;
 - 4.9.2 we cannot authorise your payment; or
 - 4.9.3 there has been a mistake on the pricing or description of the Coaching Services.
- 4.10 We will only accept your order when your invoice has been paid and we email you to confirm this ("**Confirmation Email**"). At this point:
 - 4.10.1 a legally binding contract will be in place between you and us; and
 - 4.10.2 we will arrange for the Coaching Services to be provided to you by sending out a diary invite (with dial-in details) for your next session with the coach.
- 4.11 You acknowledge and agree that by agreeing to the Coaching Services, Coaches will keep a confidential record of Client names and emails in their mandated log (as required by the Global Coaching and Mentoring Alliance ("**GCMA**") for ICF, EMCC and AC accredited Coaches). This is required so that Coaches can record their hours for further accreditation with the GCMA.
- 4.12 We do not offer Coaching Services to anyone under the age of 18 and if you are under the age of 18 you may not buy Coaching Services from the Site.

5 Right to cancel

- 5.1 You have the right to cancel this contract within 14 days of the date of the Confirmation Email (without giving any reason).
- 5.2 For the avoidance of doubt, the cancellation period will expire after 14 days from the date of the Confirmation Email.
- 5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. by email) using the contact details at the top of this page.
- 5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 5.5 **We do not usually start providing the Coaching Services during the 14-day cancellation period unless you ask us to.** If you requested for the Coaching Services to start during the cancellation period and the Coaching Services are fully performed (i.e. the work is completed)

during this period, you lose your right to cancel and you will be required to pay the full price under this contract even if the cancellation period has not expired.

- 5.6 If you purchase Coaching Sessions on a 'Pay As You Go' basis, and you request the Coaching Session to be provided during the cancellation period, you may not cancel the contract.
- 5.7 If you purchase a bundle of Coaching Sessions and you request that all the Coaching Sessions be provided during the cancellation period, you may not cancel the contract.

6 Effects of cancellation

- 6.1 If you cancel this contract, we will reimburse to you all payments received from you unless the Coaching Services start during the cancellation period, in which case you must pay us:
 - 6.1.1 for the Coaching Services provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the Coaching Services performed up to that point in comparison with the full price under this contract; or
 - 6.1.2 the full price under this contract, if you lost your right to cancel this contract because the Coaching Services were fully performed (i.e. the work was completed) during the cancellation period.
- 6.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 6.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7 Carrying out of the Coaching Services

- 7.1 The Coaching Services will be carried out in accordance with what is agreed between you and the Coach.
- 7.2 The Coaching Services might be affected by events beyond our reasonable control. If so, there might be a delay before the Coaching Services start or restart, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to arrange to start or restart the Coaching Services as soon as those events have been fixed.

8 Payment and Cancellation Notice Period

- 8.1 You can pay by bank transfer, directly to our WABYA LTD Monzo Business bank account.
- 8.2 Provided it is set-up, you may also be able to pay using the following credit cards and debit cards via our payment provider, Stripe (<https://stripe.com/gb>): VISA, Mastercard and American Express and via wallets (Google Pay and Apple Pay). We do not accept cash or cheques.
- 8.3 Without prejudice to the payment method used, you will be using an encrypted secure payment mechanism. We will not be legally responsible to you for any loss that you may suffer if a third-party gains unauthorised access to any information that you give to Monzo or Stripe.
- 8.4 Your bank account, credit card or debit card will only be debited or charged when you click the button that triggers the payment to be processed (e.g. "Pay Now" button).
- 8.5 If you use Stripe, payments by credit card or debit card may have to be authorised by the relevant card issuer.
- 8.6 If your payment is not received by us in accordance with clause 8.4, we may charge interest on any balance outstanding at the rate of 5% percentage points per year above The Bank of England base rate.

- 8.7 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 4 and 5.
- 8.8 All prices are in pounds sterling (£)(GBP).
- 8.9 If you cancel or reschedule a coaching session less than 24 hours prior to the commencement of the coaching session, you will be charged the full amount for that coaching session and no refund will be payable.
- 8.10 You can cancel or reschedule a coaching session more than 24 hours prior to the commencement of the coaching session without being penalised for doing so.

9 Nature of the Coaching Services

- 9.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The Coaching Services that are provided to you must be carried out with reasonable care and skill. In addition:
- 9.1.1 where the price has not been agreed upfront, the cost of the Coaching Services must be reasonable; and
- 9.1.2 where no time period has been agreed upfront for the provision of the Coaching Services, we must carry out the Coaching Services within a reasonable time.

10 Faulty Coaching Services

- 10.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the bottom of this page. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please visit the Citizens Advice website www.citizensadvice.org.uk or call 0808 223 1133.
- 10.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 10.3 If the Coaching Services we have provided to you are faulty, please contact us using the contact details at the top of this page.

11 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

12 Your privacy and personal information

- 12.1 Our Privacy Policy is available [here](#).
- 12.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

13 Intellectual Property

- 13.1 We claim no Intellectual Property Rights over any feedback that you provide to us on a Coach, the Coaching Services or our Site ("**Feedback**"). However, you accept that any Feedback will be considered non-confidential and you hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, store and copy that content and to distribute and make it available to third parties.
- 13.2 You acknowledge and agree that, unless otherwise specified in the Terms, we are the owner or the licensee of all Intellectual Property Rights in our Site, including the material published on our Site and any software, logos, branding or domains contained within or made available through the Site (with the exception of the Coach's materials or third-party software or

materials). Those works are protected by copyright laws and treaties around the world and all such rights are reserved. You are not permitted to use any Intellectual Property Rights without the prior written consent of the owner.

13.3 These Terms do not grant you any rights to, under or in, any Intellectual Property Rights or any other rights or licences in respect of the Site or the Coaching Services.

13.4 You are not permitted to use our business name, trading name, logos or branding without our approval and you shall not remove or in any manner alter any logo, brand name, product identification, proprietary mark, trade mark notice, copyright notice, or other notices contained in or comprising part of the Site.

14 Limitation on our liability

14.1 We do not warrant that:

14.1.1 the Site or the Coaching Services will meet your specific requirements;

14.1.2 the Site will be uninterrupted, timely, secure, or error-free;

14.1.3 the quality of the Site or the Coaching Services, any products, services, information, or other material purchased or obtained by you through the Coaching Services will meet your expectations;

14.1.4 the Site will be secure, free of bugs or viruses or anything else which may be harmful or destructive, so you should use your own suitable virus protection software. Accordingly, you agree not to hold us accountable for any such breach in security, bugs or viruses; and/ or

14.1.5 any errors in the Site will be corrected.

14.2 You must not misuse our Site by knowingly introducing or permitting the introduction of viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the servers on which our Site are stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

14.3 You must not use bots or other automated methods to register accounts on the Site.

14.4 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

14.4.1 losses that were not foreseeable to you and us when the contract was formed;

14.4.2 losses that were not caused by any breach on our part;

14.4.3 business losses; or

14.4.4 losses to non-consumers.

15 Third-Party Websites & Materials

15.1 Third-party software providers

15.1.1 You agree not to hold us responsible if defective third-party software (including software sold or made available by a Coach) damages a device or digital content belonging to you and accept that we will never accept responsibility for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us or the relevant Coaches or software providers (as applicable).

15.2 Third-party materials

15.2.1 Where our Site contain links to third parties, including (but not limited to) links to third-party website content, social media channels, platforms, individuals, organisations, products (including books), services, or other resources (including content, communications, mailing lists, advice and information) ("**Third-Party Materials**"), these links are provided for your information only.

15.2.2 Links to Third-Party Materials should not generally be interpreted as recommendations that you interact with such Third-Party Materials, or as approval by us of those Third-Party Materials or information you may obtain from them, and you accept that we have no control over the nature or availability of such Third-Party Materials.

15.2.3 If you access, purchase or use any Third-Party Materials, you do so solely at your own risk and we make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party Materials, or any transactions completed and any contracts entered into by you with any such Third-Party Materials. Accordingly, we recommend that you refer to any applicable terms and conditions and policies prior to using any Third-Party Materials.

16 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.

17 Disputes, Governing Law and Jurisdiction

17.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the Coaching Services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.

17.2 If a dispute cannot be resolved between us or you are unhappy with the outcome, you may want to use alternative dispute resolution ("**ADR**"). ADR is a process for resolving disputes between you and us that does not involve going to court.

17.3 If you do not wish to use ADR, you can still bring court proceedings.

17.4 The laws of England and Wales apply to this contract, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

17.5 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

18 Summary of some of *your* key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the Coaching Services will start within this time, you may be charged for what you've used.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
- if a price hasn't been agreed upfront, what you're asked to pay must be reasonable; and
- if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract above, which you should read carefully.

19 Information we give you

- 19.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please contact us using the contact details at the top of this page.
- 19.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 19.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.