



PROFILE
COACHING
be the best you

Terms and Conditions of Service

please sign the last page and return to info@profilecoaching.co.nz

1. Definitions

- 1.1 **“Extended Disc®”** means the tools and models developed by Jukka Sappinen and his associated entities which We are authorised and qualified to practice and provide training for.
- 1.2 **“HR Profiling”** means HR Profiling Solutions Limited (trading as HR Profiling Australasia).
- 1.3 **“Services”** means the services provided by Us to You from time to time, including, but not limited to, coaching, facilitation, training and contracting.
- 1.4 **“Terms”** means these standard Terms and Conditions of Services.
- 1.5 **“We”, “Our” or “Us”** means Profile Coaching Limited trading as Profile Coaching and includes its agents and employees.
- 1.6 **“You” or “Your”** means any individual or entity engaging Us to provide him, her or it the Services.

2. Acceptance

- 2.1 This Agreement applies to any use of Our Services.
- 2.2 This Agreement is effective on the date You first contact Us to engage Our Services.
- 2.3 By using any of Our Services, You agree to be bound by these Terms. By continuing to use Our Services You accept this Agreement as changed, edited or revised from time to time.
- 2.4 These Terms apply to any future Services, whether or not We send or direct You to another copy of them. We will be entitled to change these Terms from time to time, in which case We will send or notify You of the amended Terms.

3. Payment Terms

- 3.1 In return for the fees payable by You (which We will outline to You at the time of engagement and acceptance of Our Services), We agree to provide the Services and in accordance with these Terms.

3.2 We will issue you an invoice for the fees payable for the Service(s) upon engagement or enrolment by You to the Services. You acknowledge that payment of the full fee is required prior to the provision of the Services.

3.3 Places for a workshop cannot be held without payment.

4. **Cancellation & Refund Policy**

4.1 Once fees have been paid they are non-refundable unless otherwise agreed by Us.

4.2 If You are unable to attend a coaching session, training or any other appointment, You must give Us at least 2 working days' notice otherwise We may at Our discretion, choose to not refund You.

4.3 If You are unable to attend a booked workshop, You can transfer the booking onto any future workshop or training within the next 2 years. Any request to cancel and transfer a workshop or training must be made in writing by You to Us.

4.4 We reserve the right to cancel workshops and coaching if necessary. In the unlikely event that this happens, You will be offered a transfer onto any future workshop within the next 2 years or at Our discretion, We will offer You a refund. We may, at Our discretion, reimburse any reasonable, non-refundable expenses incurred by You as a result of cancellation against receipts.

4.5 Every effort will be made to give You no less than 5 working days' notice of cancellation of a workshop.

5. **Venues**

5.1 Venues may be subject to change. Every effort will be made to give You no less than 5 working days' notice of any such change.

5.2 We will provide qualified personnel to present any training course or workshop as it deems fit.

6. **Behaviour**

6.1 We reserve the right to remove any participant from a coaching session, training course or workshop whose behaviour is deemed inappropriate by Us. In these circumstances, We will neither refund any fees nor reimburse any other costs.

7. **Ownership & Intellectual Property Rights**

7.1 All materials provided to You by Us through the Services, whether on the Profile Coaching Website, through Extended Disc®, a training course, or workshop provided by Us, are owned by Us or HR Profiling unless otherwise stated.

7.2 All intellectual property rights in all materials available from Us, including the design, graphics and text of all printed materials, electronic materials and audio are owned by Us or HR Profiling.

7.3 None of Ours or Extended Disc® or HR Profiling’s intellectual property may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without Our prior permission. Any such Use is strictly prohibited and will constitute an infringement of Our intellectual property rights.

8. **Indemnification**

8.1 You expressly understand and agree that to the maximum extent permitted by law, We will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, Use, data or other intangible losses (even if We have been advised of the possibility of such damages), resulting from Your Use of the Services or Your Use of third-party products or services accessible via Our Services.

8.2 You will Use Our Services entirely at Your risk in every respect. We will have no liability to You or any other people for any damage or loss suffered by You or Your employees or contractors.

8.3 To the maximum extent permitted by law, in no event will Our aggregate liability, collectively, for all claims arising out of these Terms, whether in contract, tort or otherwise, exceed the fees actually paid by You immediately preceding the date of the incident. All limitations of liability of any kind (including in this section and elsewhere in these Terms) apply with respect to Us and any Services provided to You.

9. **Disclaimer**

9.1 You understand that the Services are not offered as a substitute for professional mental health care or medical care and are not intended to diagnose, treat, or cure any mental health or medical conditions. You also understand that We are not acting as a mental health counsellor or medical professional.

9.2 You understand that You are fully responsible for Your Well-being during any Services, and subsequently, including Your choices and decision.

9.3 You understand that the Services are not a substitute for counselling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment, and the Services do not replace any form of therapy.

9.4 You understand that all comments and ideas offered by Us are solely for the purpose of aiding You in achieving the defined goals You create with Us. You have the ability to give Your informed consent, and give such consent to Us to assist You in achieving such goals and understand that results are not guaranteed.

9.5 You understand that to the extent Our work together involves career or business, We are not promising outcomes.

10. **Force Majeure**

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations that is caused by events outside Our reasonable control (Force Majeure Event).
- 10.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond Our reasonable control.
- 10.3 Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period. We will Use Our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which Our obligations may be performed despite the Force Majeure Event.

11. **Confidentiality, Privacy and Communications**

- 11.1 We will obtain from You contact details, including email address, postal address and telephone numbers. We may provide documents and other communications to You by email (or other electronic means). You will advise Us if any of Your contact details change.
- 11.2 Any personal information (including contact details) volunteered by You during Our provision of the Services, whether through Extended Disc[®], through communication by Us or at a workshop or training course, will be treated with the utmost confidentiality and will not be shared, discussed or published outside of those sessions including written information, audio, video and images subject to the following exceptions:
 - 11.2.1 to the extent necessary or desirable to enable Us to carry out the Services;
 - 11.2.2 as expressly or impliedly agreed by You;
 - 11.2.3 as necessary to protect Our interests in respect of any complaint or dispute; or
 - 11.2.4 to the extent required or permitted by law.
- 11.3 In Our dealings with You We will collect and hold personal information about You. We will Use that information to carry out the Services and to make contact with You about issues We believe may be of interest to You. Provision of personal information is voluntary but if You do not provide full information this may impact on Our ability to provide the Services.
- 11.4 The information We collect and hold about You will be kept at Our offices and/or at secure file storage sites (including electronic file storage sites) elsewhere. If You are an individual, You have the right to access and correct this information. If You require access, please contact Us.

12. **Documents, records and information**

- 12.1 We will keep a record of all important documents which We receive or create on Your behalf on the following basis:

- 12.1.1 We may keep a record electronically and destroy originals.
- 12.1.2 You acknowledge that HR Profiling may also retain copies of the records through its own system.
- 12.1.3 Unless You instruct Us in writing otherwise, You authorise Us and consent to Us (without further reference to You) to destroy (or delete in the case of electronic records) all files and documents in respect of the Services 7 years after the provision of the Services. We may retain documents for longer at Our option.
- 12.1.4 We may, at Our option, return documents (either in hard or electronic form) to You rather than retain them. If We choose to do this, We will do so at Our expense.
- 12.1.5 We or HR Profiling will own all copyright in the documents or work We create in the course of performing the Services but grant You a non-exclusive licence to Use and copy the documents as You see fit for Your own personal or commercial Use. However, You may not permit any third party to copy, adapt or Use the documents without Our written permission.

Accepted by

Signature.....

Date.....