

## Terms & Conditions

### 1. Introduction

These terms and conditions (“T&Cs”) confirm the basis on which Sol Investments (UK) Limited (“We”, “Us”, “Our”) supply Strategic Business Mentoring and Coaching Services (“Services”) to you, the person or company purchasing our Services (“You”, “Client”).

#### 1.1. *About Us*

Our strategic services and website [www.neetasolanki.com](http://www.neetasolanki.com) is owned and operated by Sol Investments (UK) Limited (“We”, “Us”). Our registered business number is 04730669 and registered office is at 7 Solihull Lane, Birmingham, England, United Kingdom B28 9LS. Neeta Solanki (“Coach”) will be your designated Coach who is a Director and Employee of Sol Investments (UK) Limited. More details about your Coach can be found at our website and LinkedIn.

#### 1.2. *By purchasing you agree to T&Cs*

Please read these Terms and Conditions carefully before placing your order. By placing your order for our Services, you are agreeing to be bound by these Terms and Conditions. Should you not wish to be bound by these Terms and Conditions then you should not proceed with any order.

### 2. Services, Responsibilities and Communication

#### 2.1. *1-2-1 Coaching*

The coaching services will be 1-2-1 coaching between You and Us which will be via a Zoom call lasting one hour. The call can be recorded, where the audio will be sent to you for your reference. You will be responsible for taking any notes. As part of our Packages, additional documentation and tracking of actions will also be provided for accountability. Prices will be reviewed if face-to-face meetings are requested.

#### 2.2. *1-2-Many Coaching*

If you are a company and require Group coaching, these should be agreed beforehand, informing Us of the attendees, their expectations and background. By attending, they automatically agree to Our T&Cs.

#### 2.3. *Business Coaching*

Our Services is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximise personal and professional potential.

#### 2.4. *Responsibilities*

You accept that access to Our Services is not a substitute for counselling or other therapy services. In the event that you are undergoing medical or other professional help concerning your mental health then you should inform your practitioner of your intention to access Our Services and the extent of the services being provided and inform us if appropriate and relevant. The Client is responsible for creating and implementing his/her own physical, mental, and emotional well-being, decisions, choices, actions, and results.

#### 2.5. *Communication*

You accept and agree that all communication between us will be via electronic means. We shall contact you using the email address that you provide to us and it shall be your responsibility to contact Us if that changes. Where we need to provide you with information, we shall do this via email.

#### 2.6. *Promoted testimonials*

We have made every effort to accurately represent our Services. Any testimonials and/or examples of results or success experienced are not intended to represent or guarantee that anyone will achieve the same or similar results.

### *2.7. Privacy*

We respect your privacy and confidentiality, and we ask that you respect our privacy. To benefit fully from Our Services, you accept that in some cases you may be encouraged to disclose Personal Data and / or Confidential Information. We understand and respect the value of such information and shall not, either directly or indirectly, communicate or disclose, make available to, or use for our own purposes, your ideas, know-how, business practices, concepts and techniques, plans, trade secrets, and other confidential and/or proprietary information (collectively, “Confidential information”) that you may disclose to us as part of your Programme with Us.

## 3. Outcomes and responsibilities

### *3.1. Decision making*

You accept that as part of your progress during our coaching and mentoring program, that you may be required to review and make decisions concerning your business, career, finances, education and development and that any such reviews, subsequent decisions, implementation and action will be your sole responsibility and that We shall not be liable for your failure to make decisions, put into action plans or strategy, or for any results whether direct or indirect arising out of your access to the Programme or any other Services provided by Us.

### *3.2. Other actions*

When purchasing our services, you will have access to information, services and resources designed to benefit you, but it is your responsibility to act and to implement the necessary information received and/ or the skills or tools shared. Your success and any results you achieve will depend on your own efforts, experience, knowledge and personal circumstances and any other factors which are outside of our control. On this basis, we do not guarantee that any results or success will be achieved.

## 4. Payments and Fees

### *4.1. Fees*

Our service costs are set out in the “Price Schedule” which is sent separately, (“Course Fee”, “Package”, “Fee”).

### *4.2. Currency and VAT*

The Course Fee shall be paid by you using the payment methods set out in the Price Schedule and currency quoted. All prices will be inclusive of UK Value Added Tax (VAT) for our UK registered clients.

### *4.3. Payment Method*

Where you wish to make payment of the Fee by credit or debit card then you authorise us to charge your debit or credit card to obtain payment of the Fee. In the event payment is rejected by your debit or credit card provider, or payment fails, but you have still received access to Our Services, then you agree to be responsible for payment of the Fee within 7 days. Payments can also be made via bank transfer. We currently use “Stripe” as our online payment processing software.

### *4.4. Fee Expiry Dates*

Our Course Fee are valid for the dates quoted and addressed to You only. Outside these dates, We reserve the right to vary the amount of the Course Fee thereafter.

### *4.5. Late Payment*

You are responsible for ensuring that payment of the Course Fee or any instalments of the Course Fee (if applicable) is paid in full and on time in accordance with the payment terms set out in our Confirmation letter or in the Price Schedule. If payment of the Course Fee or any instalment of the Course Fee is beyond 7 days overdue, then we shall be entitled to charge interest. In the event your account is beyond 30 days overdue we shall be entitled to instruct a collection agent or lawyer to seek recovery of the Fee along with any late payment fee and any accrued costs incurred in taking such action.

## 5. Cancellation and Lateness Policy

Client agrees that it is the Client's responsibility to notify the Coach at least 24 hours in advance of the scheduled call/meeting if the client cannot make the session. Client will be billed for a missed session if the client does not turn up or reschedule. Coach will wait for 15 minutes, before the Client is noted as not turning up for the session. If You purchase a Package, the missed session will be reduced from your allowance of sessions.

## 6. Termination and Refund Policy

### 6.1. Refund Policy

If you have not received any of our Services, you will be entitled to a full refund if you change your mind. However, 72 hours' notice will be required before any scheduled meeting. Any notice within this period, we will retain 50% of the first session. A session will be calculated as the total costs paid divided by the number of 1-2-1 coaching sessions within the Package session allowance. Once the 1-2-1 sessions have started, there is a limited refund policy, see Terminations below. Please be aware that there can be a lot of background work required before and after a 1-2-1 session as well project kick-off. Any refunds will be calculated in GBP or in amounts received in GBP after Stripe' currency conversion upon receipt.

### 6.2. Course Period

This is outlined in the Price Schedule.

### 6.3. Terminations by You

If you or any reason you decide to terminate our contract after our 1-2-1 sessions, then 4 weeks' notice is required for a refund on your remaining sessions. We would appreciate some feedback before a refund via bank transfer is issued. The refund will be calculated as the total costs paid divided by the number of 1-2-1 coaching sessions outstanding (session allowance), less 25% of this value.

### 6.4. Terminations by Us

We reserve our right to terminate our contract with you and any associated sessions or resources, with immediate effect, and without refund, if you:

- 6.4.1. Commit a material breach of your obligations under these Terms and Conditions; or
- 6.4.2. Fail to provide payment of any amount due in respect of the Course Fee as and when it becomes due; or
- 6.4.3. Have a bankruptcy petition presented against you or you are subject to a bankruptcy order; or
- 6.4.4. Enter into an insolvency arrangement; or
- 6.4.5. Are otherwise unable to pay your debts; or
- 6.4.6. Cease trading or an administration or winding-up order is made, or an administrator or receiver is appointed over your business; or
- 6.4.7. Are subject to any of the circumstances as set out in clause 6.5

### 6.5. Terminations by Us Due to Co-operation

We shall be entitled cancel your access to our Services or suspend, and/or terminate the arrangement without refund of any Course Fee, whether paid or remaining due and payable, if we reasonably determine that you are:

- 6.5.1. Becoming disengaged, disruptive or if you impair the provision of any course material. For the purposes of this Agreement the terms disengaged and disruptive shall be given their ordinary dictionary meaning and examples of such behaviour shall include, but not be limited to, displaying a lack of interest, failing to respond positively to requests for further information or other contact, repeatedly ignoring or failing to respond to emails or other messages, communicating in a way which is abusive or intended to cause offence; and/or
- 6.5.2. Failing to follow or abide by any of the terms set out within this document or any other terms or guidelines as may be agreed whether such action constitutes a material breach or not.

### 6.6. Card fees for refunds

You accept and understand that in light of our refund policy, no chargeback or threatened chargeback claims from your debit or credit card provider will be accepted by us. Should you have any concerns about the Course then you agree to raise your concerns with us in accordance with the terms of this Agreement. In the event you choose to pursue a chargeback claim without first contacting us, then you accept that such action shall constitute a breach of this Agreement and you shall indemnify us for the repayment of any charges, costs or fees imposed

on us by your debit or credit provider or our merchant service provider as a result of your actions, along with our reasonable costs for dealing with the matter calculated at a rate of £100 per hour.

*6.7. Amount paid*

Payment of the Course Fee shall be made without deduction, set off or any form of withholding except as is required by law.

*6.8. GDPR*

Any personal data that you provide to us in connection with your purchase or these Terms and Conditions, will be maintained by us and stored, accessed, and processed in accordance with recognised data protection laws and legislation including the General Data Protection Regulation 2018 ("GDPR") and we shall only process your personal data to the extent reasonably required to enable proper delivery of Your package.

## 7. Liability

*7.1. Enforce provisions*

The failure of either Party to actively enforce any provision of these Terms and Conditions shall not prevent that Party from subsequently seeking to enforce any term or obligation of this agreement and any such failure shall not constitute a waiver, diminution, or limitation of any right.

*7.2. Invalid or unlawful provisions*

In the event any provision of these Terms and Conditions is deemed to be invalid, or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.

*7.3. Country of jurisdiction*

This Agreement shall be governed by the exclusive jurisdiction of the Courts of England and Wales and the laws from time to time in force.

*7.4. Right to update and amend T&Cs*

We reserve the right, at our sole and exclusive discretion, to update, change or replace any part of the Agreement, by posting updates via email and will be version controlled. It is your responsibility to check your emails periodically for these updates.

*7.5. Disputes*

In the event a dispute arises in connection with this Agreement and the provision of Our Services which is incapable of being resolved by mutual consent then we both agree to submit the matter for mediation by an independent mediator. In the event a resolution is still not possible following mediation then either Party shall be at liberty to commence legal action.