

General Terms And Conditions For Individual Clients

Please read all these terms and conditions

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure they contain all that you want and nothing you are not happy with. If you are not sure about anything contact us by email or phone.

Application

1. These Terms and conditions apply to the purchase of services by you (the **Customer** or **you**).
2. We are Marcin Radziul trading as Mr Coach – Professional Services of Flat 14, 3 Castletown Road, West Kensington, Greater London, W14 9HE with email address hello@mrcoach.uk or info@mrcoach.uk; telephone number (+44)7503-9999-43 or (+44)7858-9597-11; (the **Supplier** or **us** or **we**).
3. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions.

Interpretation

4. **Consumer** means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession;
5. **Contract** means the legally binding agreement between you and us for the Supply of the Services;
6. **Delivery Location** means the Supplier's premises or other agreed location (e.g., online or the Customer's premises) where/how the Services are to be supplied, as set out in the Order;
7. **Order** means the Customer's request for the Services from the Supplier as set out in the Customer's enquiry (subject to our Order Confirmation) or in the Customer's acceptance of the Supplier's quotation;
8. **Order Confirmation** means our acceptance and confirmation of your Order;
9. **Services** means the services of the number and description as set out in the Order;
10. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you (including via the Website);
11. **Website** means any of our websites on which the Services are advertised;
12. **Fees** means the fees payable to us for the as set out in our pricing models and payment schedules on the Website or otherwise individually quoted and agreed;
13. **Deposit** means an advance payment made to us;
14. **Other Price** means an individually quoted and agreed special price for Services which we may offer in some circumstances.

Services

15. The description of the Services is as set out in our website, brochures, leaflets, flyers or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies between the description and any Services actually supplied.
16. In the case of Services made to your special requirement, it is your responsibility to ensure that any information or specification you provide is accurate.
17. All Services are subject to availability and payment received on time.
18. We can make changes to Services which are necessary to comply with any applicable law or safety requirement. We will notify you of those changes.

Customer responsibilities

19. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the services and obtain any necessary licences and consents (unless otherwise agreed).
20. If the information you provide under the Clause above is delayed, incomplete or otherwise incorrect, we may suspend the Services and we will not be responsible for the delay caused.
21. If additional work is required from us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information that you have provided, we may charge you a reasonable additional sum for that work.
22. You must comply with the payment terms and pay us any fee that falls due in accordance with the provisions of these Terms and Conditions.
23. We are not responsible for chaperoning minors or guarding a house and/or household effects. You must ensure that when we work with your child (a minor), a responsible adult is also present or/and contactable at all times and that the student is aware of our high behavioural expectations and follows the Child Behaviour Code.
24. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Personal information

25. We retain and use all information strictly under the Privacy Policy.
26. We may contact you by using email or other electronic communication methods or by pre-paid post and you expressly agree to this.

Basis of Sale

27. The description of the Services in our website, brochures, leaflets, flyers or other form of advertisement does not constitute a contractual offer to sell the Services.
28. When an Order has been submitted, we can reject it for any reason, although we will try to tell you the reason without delay.
29. A Contract will be formed for the Services ordered, only upon the supplier sending a confirmation to the Customer indicating that the Order has been accepted or, if earlier, the supplier's delivery of the Services to the Customer.
30. Any individually negotiated quotation or estimate of Fees (as defined in these Terms and Conditions) is valid for a maximum period of 7 days from its date, unless we expressly withdraw it at an earlier time.
31. 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 agreed by the Customer and the Supplier.
32. We intend that these terms and Conditions apply only to a Contract entered by you a Consumer in any mode of sales.

Fees and Payment

33. The fees (Fees) for the Services, and any additional delivery or other surcharges are set out in our pricing models and payment schedules at the date of Order or such Other Price as we may individually agree in writing. Prices for Services may be calculated on a fixed fee or on a standard rate basis.
34. Fees and charges include all taxes applicable at the time of the Order.
35. Payment for Services must be made according to our pricing models and payment schedules (unless otherwise agreed) and may involve payment in advance of delivery, by instalments or/and including a Deposit.

36. You can pay by cash, a bank transfer or, in the case of online marketplaces we advertise on, by submitting your credit or debit card details with your Order to the payment collection systems operated by these marketplaces.

Delivery

37. We will deliver the Services at the agreed Delivery Location by the time or within the agreed period or, failing any specific agreement regarding delivery times, within a reasonable time allowing the delivery of the Services.
38. In any case, regardless of events beyond our control, if we do not deliver the Services within a reasonable time, you can require us to reduce the Fees or charges by an appropriate proportional amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges.

Withdrawal and cancellation

39. You can withdraw the Order by telling us before the Contract is made, if you simply change your mind and without giving us a reason, and without incurring any liability.
40. You can cancel the Contract except for any Services made to your special requirements or personalised by telling us in writing no later than 14 days from the day the Contract was entered into, if you simply change your mind and without giving us a reason, and without incurring any further liability.
41. Payments (or proportional payments) for Services already requested and supplied during the cancellation period must be made as normal and, where already made, will not be refunded.

Conformity

42. We have a duty to supply the Services in conformity with the Contract.
43. It is not a failure to conform if the failure has its origin in Customer's fault (e.g., failure to meet Customer's responsibilities).
44. We will supply the Services with reasonable qualifications, skill, diligence and care.
45. In relation to the Services, anything we say or write to you about us or about the Services is a term of the Contract if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us on the same occasion, and any change to it has been expressly agreed between us (before entering this Contract or later).

Duration, termination and suspension

46. The Contract continues as long as it takes us to perform the Services within a reasonable time or for a period specified in the quotation.
47. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
 - a. commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within a reasonable time allowing timely supply of the Services for the remainder of the contract, or
 - b. is subject to any step towards bankruptcy or liquidation.
48. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Privacy

49. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
50. These Terms and Conditions should be read alongside, and are in addition to our policies, including our Privacy Policy, Safeguarding Policy, Website Use & Cookie Policy which can be found on our website.
51. For the purpose of these Terms and Conditions:
 - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to, GDPR.
 - b. 'GDPR' means the UK general Data Protection Regulation.
 - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in GDPR.
52. We are a Data Controller of the Personal Data we Process in providing the Services to you.
53. When you supply Personal Data to us so we can provide Services to you, and we Process that Personal Data in the course of providing the Services to you, we will comply with our obligations imposed by the Data Protection Laws:
 - a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - b. we will only Process Personal Data for the purposes identified;
 - c. we will respect your rights in relation to your Personal Data; and
 - d. we will implement technical and organisational measures to ensure your Personal Data is secure.
54. For any enquires or complaints regarding data privacy, you can email: privacy@mrcoach.uk or info@mrcoach.uk.

Successors and our subcontractors

55. In principle, either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.
56. We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party. If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected.
57. You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written agreement.

Circumstances beyond the control of either party

58. In the event of any failure by a party because of something beyond its reasonable control:
 - a. the party will advise the other party as soon as reasonably practicable; and
 - b. the party's obligations will be suspended as far as is reasonable, provided that the 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 rights relating to delivery and the right to cancel.
59. Such events include, but are not limited to: civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, power failure, epidemic or other natural disaster or any other event that is beyond the control of the party in question.
60. If the delay continues beyond a time allowing for a reasonably timely delivery of Services for the remainder of the Contract, we may cancel the Contract and will inform you of the cancellation. Any proportional refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible.

Intellectual Property

61. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
62. All materials supplied in accordance with the Service are the exclusive property of Mr Coach – Professional Services – the Supplier.

Excluding liability

63. The Supplier does not exclude liability for:
 - a. any fraudulent act omission; or
 - b. death or personal injury caused by negligence or breach of the Supplier's other legal obligations.
64. Subject to this, we are not liable for:
 - a. loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or
 - b. 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.
 - c. any claims brought against the Customer by any other party.
65. We do not accept any liability for any claims by the Customer arising out of or related to the provision of tutoring services and in particular:
 - a. we do not accept any liability for the outcomes and consequences of tuition, including, but not limited to, exam results and dissertation scores;
 - b. we are not responsible for any insurance arrangements, whether personal or property insurance, in respect of the Customer using our Services.
66. The Customer shall indemnify and keep indemnified us against any costs, claims or liabilities incurred by us arising out of any assignment or as a result of any breach of these Terms and Conditions by the Customer.
67. Our total liability arising in connection with the performance, or contemplated performance, of this Contract shall be limited to the total amount of Fees payable.

Severance

68. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Governing law, jurisdictions and complaints

69. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
70. Disputes can be submitted to the 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.
71. We try to avoid any dispute, 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 7 days.
72. We aim to follow these codes of conduct (also applicable to Customers), copies of which you can obtain as follows:
 - a. Child Behaviour Code (on our website)
 - b. Adult Behaviour Code (on our website)
 - c. CIOL Code of Professional Conduct (on the CIOL website).