

# THE LIFE COACH DIRECTORY



## TERMS AND CONDITIONS OF SUBSCRIPTION AND USE

Thank you for agreeing to subscribe to the online Life Coach Directory. Please read the following terms and conditions of subscription carefully.

### **Background:**

New Insights Africa ('NIA') has developed, owns and maintains a website called the Life Coach Directory at the following URL: <http://www.life-coach-directory.co.za> OR <http://life-coach-directory.co.za> ('the Site')

The Site is an online facility that offers a certified life coach ('the Coach') the opportunity to promote his/her coaching practice and services to interested members of the general public that may visit the Site through organic online searches, paid-for online advertising that NIA may enter into, re-direction from the NIA or other website or email promotions that NIA may employ from time to time.

### **Payment of Subscription fee:**

By registering his/her subscription to the Life Coach Directory, the Coach agrees to pay the stipulated fee, on a monthly basis, in advance, starting on the first working day of the month after the profile is successfully published or as otherwise agreed to between the Coach and NIA.

### **Method of Payment:**

Unless otherwise agreed to by NIA, the Coach undertakes to complete and sign a direct debit mandate provided to him/her by NIA to facilitate the monthly subscription payments.

### **Coaching Profile**

Payment of the subscription fee entitles the Coach to have his/her coaching profile published on the Site by NIA. The profile can include introductory text of up to 100 words, a detailed profile of up to 2,000 words, a photograph, a logo and certain other descriptive detail for inclusion in the 'fast facts' listing, such as location of practice, fees, qualifications, coaching speciality, etc. The Coach is responsible for providing and checking the accuracy of the information included with the coaching profile upon registration.

### **Changes to Coaching Profile**

The Coach is welcome to request NIA to effect changes to his/her profile from time to time.

This can be done on condition that he/she gives NIA at least 7 working days notice of a minor change (e.g. change to fee structure or minor edits to text) and 21 working days notice of major changes (e.g. a complete re-write of his/her detailed profile or replacement of an existing photo.)

### **Coaching Profile maintenance**

NIA is responsible for maintaining the Site and for ensuring that the Coach's profile is correctly loaded to the site, published and maintained during the period covered by the subscription. Although NIA will endeavour to ensure that the information contained within the coaching profile provided by the Coach is accurately reflected on the Site, it remains the responsibility of the Coach to bring to its attention any errors and/or omissions.

### **Free Session Ones for Trainees**

As part of the Life Coach Training & Certification Programme, NIA offers all trainees the opportunity to experience one free Session One with a New Insights certified coach. Trainees who wish to redeem this offer are directed to the Life Coach Directory to select an appropriate coach.

The Coach agrees that, subject to his/her availability and the practicality of each request, to participate in this scheme by offering free Session One coaching (face-to-face or via telephone/Skype) at no charge to those trainees who select him or her from the Life Coach Directory for this purpose. The Coach is at liberty to request the trainee to pay any telephone charges or incidental costs associated with travelling provided this is agreed upon beforehand with the trainee.

### **Routing of Coaching Applications/Requests**

NIA undertakes to route all bona fide and relevant coaching applications made via the 'Request a Coach' page on the Site to the Coach within 36 hours of receipt, in the same form received by NIA.

### **Nature of Coaching Applications**

From time to time, spammers or people and/or companies with motives other than genuine coaching enquiries may target the Site and complete coaching applications. In such cases NIA will investigate and, if it feels the application is not bona fide, will refrain from forwarding it /them to the Coach.

The Coach accepts that from time to time, he/she may receive coaching applications from members of the public whose main motivation is to question the Coach about the merits of NIA or its programme (with a view to training with NIA). The Coach agrees to deal with any such enquiries politely and effectively. As a quid pro quo, NIA accepts that the Coach is entitled to use such opportunities to sell his/her coaching services to the enquirers.

### **Acting on Coaching Applications**

The Coach agrees that it is in his/her own interests to promote the reputation and integrity of the Life Coach Directory and, to this end, agrees to take timely action on coaching applications received from the Site via NIA. Wherever possible the Coach agrees to respond to the enquirer within 48 hours of receipt of the application.

## **Coach contact details**

The Coach acknowledges that, for the purposes of coaching applications the primary form of contact between NIA and the Coach is email and the email address used by NIA to communicate with the Coach will be the primary email address as held on the NIA Customer Database. It is the Coach's responsibility to ensure that NIA is made aware, in good time, of any changes to his/her email address and/or other contact details.

## **Changes to the Site**

NIA will, at its sole discretion, make changes and upgrades to the look and feel and structure of the overall Site when it feels necessary. In such cases every effort will be made to look after the interests of its subscribers.

## **Availability of the Site**

In the event that Coach profiles and/or the entire site need to be made unavailable for certain periods to effect changes, NIA undertakes to communicate this to Coaches in advance. NIA undertakes to ensure that any such periods of unavailability total less than six hours per month and that no single period lasts longer than three hours.

## **Non-bias**

Unless and until NIA introduces a form of tiered subscription offer, it is the intent of NIA to offer, as far as it is possible, an equal and unbiased service to subscribing Coaches. The Site employs technology that randomly selects a coach or coaches to appear on the feature page and a random extract of coaches to appear in the 'quick links'. This selection changes each time the page is refreshed. The search facility allows prospects that visit the site to configure the list of coach profiles they wish to see. The order in which coaches appear to the visitor shall in no way be construed by the Coach to constitute a deliberate attempt by NIA to prioritise certain coaches over others.

## **Termination by the Coach**

The Coach may terminate his/her subscription to the Life Coach Directory at any time by providing, to NIA, one full calendar month's notice, in writing, of intent to do so. On expiry of the notice period or the period covered by the subscription, NIA will remove the Coach's profile from the Site.

## **Termination by NIA**

NIA may terminate this Agreement immediately if the Coach: (i) fails to pay the subscription fee when due and owing, (ii) infringes the intellectual property rights of NIA and the Life Coach Directory in any way or (iii) consistently fails to respond timeously to coaching applications routed to him/her by NIA.

## **Indemnity**

The Coach shall indemnify, defend and hold NIA harmless from any and all claims, demands and actions by third parties for damages, losses, liabilities, costs and expenses (including reasonable fees of attorneys and other professionals) arising out of or in connection with the use of the Site and the services offered by NIA.