

## Terms and Conditions

**Last updated: [19.08.2025]**

### 1. About These Terms and Our Company

These terms and conditions ("Terms") govern your use of the I-Vine Training Ltd website and our services. By using our website or engaging our services, you agree to be bound by these Terms.

#### Company Details:

- **Company Name:** I-Vine Training Ltd
- **Company Registration Number:** 14737992
- **Registered in:** England and Wales
- **Address:** 1 Castlehill, Chiltern Heights, High Wycombe, England, UK
- **Email:** [info@i-vinetraining.com](mailto:info@i-vinetraining.com)
- **Phone:** +44 7862 191291
- **VAT Status:** Not currently VAT registered

**Important:** If you are purchasing our services as a consumer (for personal use rather than business purposes), you have additional rights under UK consumer protection law. Please see Section 20 for consumer-specific terms.

### 2. Our Services

I-Vine Training Ltd provides leadership and organisational development services using our proprietary Adaptability Advantage System (AAS) framework. We operate as professional development providers, not regulated advisors.

#### 2.1 Individual Services

- Personal and professional coaching programmes (typically 3-6 months)
- Adaptability Quotient (AQ) assessments and analysis
- Individual development planning and progress tracking
- Career transition and leadership development support

#### 2.2 Team Services

- Team workshops (half-day to multi-day formats)
- Collective adaptability capability development programmes
- Group AQ assessments and team development planning

- Leadership team coaching and development

## **2.3 Organisational Services**

- Change initiative consulting and strategic support
- Digital transformation people and culture guidance
- Adaptable leadership development programmes
- Enterprise-wide cultural transformation consulting
- Board-level strategic partnerships

## **2.4 Assessment and Measurement Services**

- Comprehensive AQ baseline assessments
- Progress tracking and capability measurement
- Development pathway creation and customisation
- Long-term capability growth monitoring and reporting

**Professional Standards:** We adhere to ethical coaching and training principles, maintain professional development through continuing education, and operate within recognised industry best practices for leadership development.

## **3. Website Use and Technical Terms**

### **3.1 Permitted Use**

You may use our website to:

- Learn about our services and approach
- Book discovery calls and submit enquiries
- Access resources and information we make available
- Complete assessment forms and questionnaires
- Communicate with us regarding our services

### **3.2 Prohibited Use**

You must not:

- Use our website for any unlawful purpose or in violation of UK law
- Attempt to gain unauthorised access to our systems or data
- Copy, reproduce, or distribute our proprietary content without written permission

- Use automated systems to access our website excessively
- Upload or transmit viruses, malware, or malicious code
- Misrepresent your identity or provide false information

### **3.3 Website Availability and Technical Issues**

- We use standard web technologies and aim for 99% uptime
- Scheduled maintenance may require temporary unavailability (we'll provide notice where possible)
- We're not liable for losses due to website unavailability outside our reasonable control
- Technical issues should be reported to [info@i-vinettraining.com](mailto:info@i-vinettraining.com)
- We maintain appropriate cybersecurity measures but cannot guarantee complete security

### **3.4 User-Generated Content**

- Assessment responses and personal information you provide remain your property
- We may use anonymised, aggregated data for service improvement and research
- You grant us licence to use your feedback and testimonials (with your explicit consent)

### **3.5 Accessibility**

- We strive to maintain website accessibility in line with UK standards
- If you encounter accessibility issues, please contact us for assistance

### **3.6 Intellectual Property**

All content on our website, including the Adaptability Advantage System framework, assessment methodologies, proprietary tools, and educational materials, is owned by I-Vine Training Ltd and protected by UK intellectual property laws.

## **4. Service Engagement and Booking**

### **4.1 Discovery Calls**

- Free 30-minute discovery calls help us understand your needs and determine service suitability
- These are consultative conversations without commitment to engage services

- We reserve the right to determine whether our services are appropriate for your needs
- Discovery calls may be recorded for quality purposes (with your consent)

#### **4.2 Distance Selling and Online Bookings**

- Online service bookings are subject to Consumer Contracts Regulations 2013
- You'll receive confirmation of booking details and terms via email
- Consumer clients have 14-day cooling-off rights (see Section 20)
- Business clients are bound immediately upon booking confirmation

#### **4.3 Service Agreements**

- All services require written agreement (email confirmation acceptable)
- Specific terms including scope, duration, fees, and deliverables are outlined in individual service agreements
- These Terms supplement individual service agreements
- Any conflicts are resolved in favour of the specific service agreement

#### **4.4 Booking, Scheduling, and Cancellations**

##### **Our Cancellation Rights:**

- We may reschedule with 24 hours notice for non-emergency reasons
- Emergency rescheduling (illness, force majeure) with maximum notice possible

##### **Your Cancellation Rights:**

- **Business Clients:** 24 hours notice for individual sessions, 48 hours for team sessions
- **Illness/Emergency:** No penalty for genuine illness or emergency (medical certificate may be required for extended programmes)
- **Consumer Clients:** Additional cooling-off rights apply (see Section 20)
- **Force Majeure:** No penalty for cancellations due to circumstances beyond reasonable control

### **5. Adaptability Quotient (AQ) Assessment**

#### **5.1 Assessment Purpose and Methodology**

- AQ assessments establish baseline adaptability capabilities using our proprietary framework

- Results create personalised development pathways and track progress
- Assessments are developmental tools, not psychological evaluations or definitive capability measures

## **5.2 Assessment Accuracy and Limitations**

- Results depend on honest, thoughtful responses
- We cannot guarantee specific business outcomes based on assessment results
- Assessments measure current state, not potential or fixed capabilities
- Results should be interpreted within context of overall development programme

## **5.3 Assessment Data and Intellectual Property**

- Assessment data is processed according to our Privacy Policy
- Individual results remain confidential unless explicitly agreed otherwise
- Anonymous, aggregated data may be used for research and service improvement
- Custom assessment elements created for your organisation remain your intellectual property
- Our core AAS framework and methodology remain our intellectual property

## **6. Fees and Payment**

### **6.1 Fee Structure**

- All fees are clearly stated in individual service agreements
- Prices are in British Pounds Sterling (GBP)
- We are not currently VAT registered, so no VAT is added to invoices
- Expenses (travel, materials) charged separately as agreed in advance
- Payment methods: Bank transfer, cheque, or as otherwise agreed

### **6.2 Payment Terms**

- Payment terms specified in individual service agreements (typically 14-30 days)
- Late payment interest charged in accordance with Late Payment of Commercial Debts (Interest) Act 1998
- Persistent late payment may result in service suspension after written notice
- We reserve right to require payment in advance for subsequent services

## **6.3 Refunds and Consumer Rights**

### **Business Clients:**

- No refunds for completed services meeting agreed specifications
- Partial refunds available for cancelled programmes with appropriate notice
- Service failure refunds considered case-by-case

### **Consumer Clients:**

- 14-day cooling-off period from booking (Consumer Contracts Regulations 2013)
- Full refund if service not delivered as specified
- Proportional refunds for partially completed services where service failure occurred
- Right to reject services not meeting reasonable quality standards

## **7. Client Responsibilities and Expectations**

### **7.1 Active Engagement**

- Participate fully in agreed programmes and activities
- Complete assessments and feedback forms honestly and promptly
- Attend scheduled sessions punctually and prepared
- Implement agreed development activities between sessions
- Provide feedback on service delivery and outcomes

### **7.2 Information and Communication**

- Provide accurate information about your situation, challenges, and objectives
- Inform us promptly of changes affecting service delivery
- Maintain professional communication standards
- Respect confidentiality of other participants in group programmes

### **7.3 Professional Conduct and Equality**

- We welcome clients regardless of age, disability, gender, race, religion, sexual orientation, or other protected characteristics (Equality Act 2010)
- Professional conduct expected in all interactions
- Discriminatory behaviour towards staff or other clients will result in service termination

- Use services for intended professional development purposes only

## **8. Our Service Commitments and Limitations**

### **8.1 Service Delivery Standards**

- Deliver services with reasonable skill and care expected of professional training providers
- Provide services according to agreed specifications and timelines
- Maintain appropriate professional standards and confidentiality
- Offer ongoing support and guidance throughout engagement periods

### **8.2 Service Limitations and Boundaries**

- Our services are educational and developmental, not therapeutic or medical
- We do not provide regulated financial, legal, medical, or psychological advice
- We cannot guarantee specific business outcomes, performance improvements, or career advancement
- Success depends significantly on client engagement, implementation, and external factors
- We are not responsible for business decisions made based on our development programmes

### **8.3 What Constitutes Service Failure**

- Failure to deliver agreed sessions or components without valid reason
- Delivery significantly below reasonable professional standards
- Breach of confidentiality (subject to legal obligations)
- Failure to provide agreed materials or assessments
- Misrepresentation of our qualifications or service capabilities

### **8.4 Professional Development Boundaries**

- We support professional development, not personal therapy
- Coaching focuses on future performance, not past psychological issues
- We may recommend other professionals if needs fall outside our scope
- Continuing Professional Development (CPD) principles guide our practice

## **9. Confidentiality and Data Protection**

## **9.1 Client Information Confidentiality**

- Strict confidentiality maintained regarding all client information
- Information used only for service delivery and as outlined in Privacy Policy
- Anonymous case studies may be used for marketing (with explicit client consent)
- Professional supervision discussions maintain client anonymity

## **9.2 Proprietary Information Protection**

- Clients must maintain confidentiality regarding our proprietary methodologies
- AAS framework, assessment tools, and related materials are confidential
- Unauthorised disclosure, copying, or commercial use prohibited
- Training materials for internal use only (not for onward training without agreement)

## **9.3 Session Recording and Materials**

- Sessions may be recorded only with explicit consent from all participants
- Any recordings are for agreed purposes only (training, progress review)
- Materials provided remain our intellectual property unless specifically transferred
- Access to materials continues for agreed period post-service completion (typically 6-12 months)

## **10. Insurance and Liability**

### **10.1 Professional Insurance**

- We maintain Professional Indemnity insurance (minimum £1,000,000 coverage)
- Public Liability insurance held (minimum £2,000,000 coverage)
- Insurance certificates available upon request
- Coverage details may be verified with our insurers

### **10.2 Limitation of Liability**

#### **Business Clients:**

- Liability limited to fees paid for the specific service in question
- We exclude liability for indirect, consequential, special, or punitive damages
- This includes lost profits, business interruption, or reputational damage



**Consumer Clients:**

- We do not exclude liability for death or personal injury caused by negligence
- We do not exclude liability for fraud or fraudulent misrepresentation
- Other limitations apply only to extent permitted by consumer protection law

**10.3 Force Majeure**

- Neither party liable for failures due to circumstances beyond reasonable control
- Including: natural disasters, government actions, pandemic restrictions, technology failures, strikes
- We will endeavour to provide alternative service delivery where possible

**11. Service Completion and Termination****11.1 Termination Rights**

- Either party may terminate with notice as specified in individual service agreements
- We reserve right to terminate immediately for breach of terms or inappropriate conduct
- Consumer clients have additional termination rights under consumer protection law

**11.2 Effect of Termination**

- Payment obligations continue for services delivered up to termination date
- Proportional refunds considered based on services not yet delivered
- Confidentiality obligations survive termination indefinitely
- Access to assessment results and development materials provided as agreed
- Ongoing support ceases unless specifically contracted

**11.3 Post-Service Relationship**

- Development materials access typically continues 6-12 months post-completion
- Follow-up progress reviews may be included in original service agreement
- Additional services available on new agreement basis
- Alumni network participation (with consent)

## **12. Complaints and Dispute Resolution**

### **12.1 Internal Complaints Procedure**

1. **Initial Contact:** Raise concerns with your service provider directly
2. **Formal Complaint:** Email [info@i-vinetraining.com](mailto:info@i-vinetraining.com) with details
3. **Investigation:** We'll investigate and respond within 14 working days
4. **Resolution Meeting:** Face-to-face or virtual meeting if required
5. **Final Response:** Written resolution within 28 working days

### **12.2 External Dispute Resolution**

- Alternative Dispute Resolution available through approved UK ADR providers
- Consumer clients may access Consumer ADR services
- Business disputes: mediation preferred before legal proceedings
- Legal disputes subject to English law and jurisdiction of English courts

### **12.3 Regulatory and Professional Standards**

- Complaints about professional conduct may be escalated to relevant professional bodies
- We're committed to continuous improvement based on feedback
- Serious complaints logged and reviewed for service enhancement

## **13. Marketing and Communications**

### **13.1 Marketing Communications**

- Marketing requires explicit consent (opt-in)
- Unsubscribe available on all marketing communications
- Professional service communications continue regardless of marketing preferences
- We may use client success stories (with permission and anonymisation)

### **13.2 Communication Methods and Preferences**

- Primary communication via email and phone
- Video conferencing for remote sessions
- Postal communication for formal documents
- Communication preferences respected and recorded

## **14. Compliance with UK Law**

### **14.1 Consumer Rights Act 2015**

- Services must be performed with reasonable care and skill
- Services must match their description
- Services must be fit for particular purpose (if specified)
- Consumer remedies available for services not meeting these standards

### **14.2 Unfair Contract Terms**

- These terms are fair, reasonable, and necessary for business protection
- Any term found unfair or unenforceable will be severed without affecting other terms
- Consumer rights cannot be excluded or unfairly limited

### **14.3 Equality and Non-Discrimination**

- Services provided without discrimination (Equality Act 2010)
- Reasonable adjustments made for disability access
- Inclusive service delivery respecting all protected characteristics

### **14.4 Data Protection**

- Full compliance with UK GDPR and Data Protection Act 2018
- Detailed privacy practices in separate Privacy Policy
- Your data rights respected and facilitated

## **15. International Clients**

### **15.1 EU Clients Post-Brexit**

- Services available to EU clients
- Data transfers comply with UK adequacy arrangements
- Additional compliance costs may apply for EU-specific requirements
- EU consumer protection laws may provide additional rights

### **15.2 Other International Clients**

- Services available internationally
- Local laws and regulations remain client responsibility

- Time zone and cultural considerations discussed during service design

## **16. Updates and Changes**

### **16.1 Terms Updates**

- Updates posted on website with notification of material changes
- Continued service use constitutes acceptance of updated terms
- Existing service agreements governed by terms in force at commencement

### **16.2 Service Evolution**

- Services and methodologies continuously improved
- Framework updates incorporated into ongoing engagements where beneficial
- Major changes discussed with existing clients

## **17. Governing Law and Jurisdiction**

These Terms are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

## **18. Severability and Entire Agreement**

If any provision is found unenforceable, remaining provisions continue in full effect. These Terms, our Privacy Policy, and individual service agreements constitute the entire agreement between parties.

## **19. Additional Terms for Business Clients**

Business clients acknowledge:

- Services are for business/professional development purposes
- No cooling-off period (unless voluntarily offered)
- Commercial contract terms apply
- Late payment interest chargeable
- Professional development investment for business benefit

## **20. Additional Terms for Consumer Clients**

If you're purchasing services for personal use, additional protections apply:

### **20.1 Cooling-Off Rights**

- 14-day cooling-off period from booking date
- Right to cancel during this period without penalty

- Full refund if cancellation within cooling-off period

## **20.2 Consumer Protections**

- Services must meet Consumer Rights Act 2015 standards
- Right to reject services not matching description
- Right to require re-performance or price reduction for inadequate service
- Right to refund for services that cannot be corrected

## **20.3 Consumer ADR**

- Access to Consumer ADR schemes for dispute resolution
- Complaints may be escalated to Trading Standards if unresolved

## **21. Contact Information**

For questions about these Terms, service enquiries, or complaints:

### **I-Vine Training Ltd**

- **Email:** [info@i-vinetraining.com](mailto:info@i-vinetraining.com)
- **Phone:** +44 7862 191291
- **Address:** 1 Castlehill, Chiltern Heights, High Wycombe, England, UK
- **Company Registration:** 14737992 (England and Wales)

### **For Complaints:**

- **Email:** [info@i-vinetraining.com](mailto:info@i-vinetraining.com) (marked "Complaint")
- **Response Time:** 14 working days for acknowledgment, 28 working days for resolution

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*These terms and conditions are effective from [19.08.2025] and supersede all previous versions. They comply with UK consumer protection law, business contract requirements, and professional service standards.*