



Standard Terms & Conditions

Private Coaching

At Grad Coach, we believe in clear, transparent communication. This document helps ensure that we're always on the same page by detailing the standard terms and conditions applicable to our Private Coaching service. The terms and conditions governing other services can be found at <https://gradcoach.com/terms-conditions/>.

1. Ethical use of services

- a. Our services may only be used in accordance with your university's academic code of conduct, rules and regulations. We reserve the right to refuse any request which may be deemed academic misconduct.
- b. We do not have sight of the particular rules for each program at each university. Therefore, it is your responsibility to ensure that any services you use are allowed by your university and do not contravene any codes of conduct, rules or regulations.

2. Identity verification

- a. If a payment you make to us is flagged as high risk by our payment processors or banking partners, we may request documentation from you to verify your identity and confirm your purchase.
- b. If someone else is paying on your behalf (i.e., a third-party payment), we may request supporting documentation from them to verify their identity and the transaction.
- c. Your account will be credited as soon as the relevant verifications have been completed. We will do our best to complete this process as promptly as possible.

3. Confidentiality and copyright

- a. Any material you provide to us will be treated as strictly confidential, subject to Clause 3c below.
- b. Your relationship with us will be treated as strictly confidential. We will not disclose your use of our services to any party, subject to Clause 1c below.
- c. Should you dispute a charge with your bank or PayPal, they will request details from us regarding the services rendered to you. We are legally required to provide this information, and you understand and agree to this. Moreover, we will take the necessary legal action to recover all funds owed to us, along with the associated collection costs. This may involve filing court applications, which may result in your details being made visible in a public register.

4. Nature of the service

- a. We will support you by providing guidance and advice, reviewing your written work and addressing relevant questions. Importantly, we will not produce any written work or undertake any analysis on your behalf.
- b. It is your responsibility to follow our guidance and do the necessary work. We cannot take responsibility for your actions.
- c. All support will be provided by way of online meetings, document sharing and email correspondence. We do not provide physical/in-person support.
- d. We cannot guarantee availability without prior booking. Therefore, it is essential that you plan ahead and book your sessions in advance.
- e. We cannot guarantee that you will earn a specific mark or range of marks.
- f. Our “Pass or Pay” guarantee is subject to the terms detailed in Appendix B. If you don’t meet the qualifying criteria for this guarantee, we cannot provide any guarantees regarding the outcome of your project.

5. Coach allocation

- a. We will assign a specific coach to your project. This assignment will be based on a variety of factors including methodological expertise, availability and time zone alignment.
- b. If you’re not satisfied with your coach, you can request a transfer to another coach, subject to the terms detailed in Appendix A of this agreement.

6. Package purchases

- a. All coaching packages are time-based, comprising a set number of hours. You may use your balance on any combination of live meetings, email-based support and/or content reviews.
- b. All packages require full payment upfront. We do not offer financing terms.
- c. Coaching packages are valid for a period of 12 months from the date of purchase. Thereafter, any remaining balance will expire and be forfeited.
- d. You can extend the validity period of any package for an additional 12 months by making a written request prior to the expiration date. An extension fee equal to 20% of the original package price will apply.
- e. You can request a refund of any unused balance, provided you make this request within 6 months of the original purchase date.
- f. Refunds are subject to a processing fee equal to 20% of the remaining balance value.
- g. Refunds will be processed to the same card, PayPal account, or bank account used to make the original payment and typically take 5-10 working days to reflect in your account.
- h. Time already used is not refundable. For example, if you purchased 5 hours and used 4 hours on coaching sessions, only 1 hour will qualify for refund.

7. Billable time

- a. We bill for all time spent working with you. This includes, but is not limited to live sessions, content reviews, time spent preparing notes or resources, as well as email correspondence and pre-submission reviews.
- b. Content reviews are typically billed at a rate of 1500 words per hour. However, we may require more billable time depending on the quality of the submitted content.
- c. No-shows are billed at 50% of the appointment value. For example, a no-show for a 1-hour live session is billed for 30 minutes.
- d. Cancellations or changes made less than 1 business day before the appointment are billed at 50% of appointment value.
- e. In cases where a booked session takes significantly less time than was originally booked, we reserve the right to charge for 50% of the unused time. For example, if you book a 2-hour session and only use 1 hour, we may bill for 1.5 hours.

8. Right to terminate

- a. You may terminate the relationship at any point and are not obligated to work with us for any fixed period of time. Equally, we reserve the right to terminate the relationship at any point.
- b. If you choose to terminate our relationship, you will forfeit your remaining balance.
- c. If we choose to terminate the relationship, we will refund any valid (non-expired) unused balance to you.

9. Leniency

- a. Any leniency, indulgence, or failure by Grad Coach to enforce any term of this agreement shall not be considered a waiver of that term or any other term, nor shall it affect the validity of this agreement or our right to enforce any provision at any time thereafter.

10. Revisions

- a. We reserve the right to update our standard terms and conditions from time to time. Any updates will be posted to <https://gradcoach.com/terms-conditions/>.

11. Governing law, severability and indemnity

- a. This agreement shall be governed by the laws of the Hong Kong Special Administrative Region. Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by the courts of Hong Kong.
- b. If any provision of this agreement is found to be invalid, illegal, or unenforceable under the laws of the Hong Kong Special Administrative Region, such provision shall, to the extent required, be deemed not to form



part of this agreement, but the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way.

- c. You agree to indemnify and hold harmless Grad Coach from any and all claims, liabilities, damages, and expenses (including, without limitation, reasonable legal fees and costs) arising out of or related to the services provided under this agreement. In the event of any dispute, litigation, or legal proceeding relating to this agreement, you will be responsible for all legal fees and costs incurred by Grad Coach in connection with the enforcement of any terms of this agreement.

Appendix A: “Love Your Coach” Guarantee

This appendix details the terms and conditions which govern the “Love Your Coach” guarantee.

1. Overview

- a. The “Love Your Coach” guarantee allows you to formally request a transfer to an alternative coach, subject to a specific set of terms and conditions, outlined below.

2. Scope

- a. The guarantee applies to our coaching service only. It does not apply to any other services we provide.

3. Process

- a. If you are not satisfied with your coach, you may request a change of coach.
- b. Transfer requests are permanent. Once you have transferred, you will not be able to transfer back to your original coach.
- c. As part of your request, you will need to complete a questionnaire so that we can fully understand the nature of your dissatisfaction.
- d. Change requests will involve a review process and a lead time of up to five business days.
- e. If your transfer request is approved, we will undertake a formal handover process to ensure that your new coach is best prepared. This process can take up to five working days, depending on availability. You may be billed an amount for the time spent on project handover, depending on the complexity of the project.
- f. An administrative fee may apply to the handover process, depending on the complexity of the handover. We will inform you of this fee in advance.
- d. Approval of change requests is subject to the availability and suitability of an alternative coach. If we are unable to assign a replacement coach, we will refund your unused balance to you, subject to our standard refund terms.

Appendix B: “Pass Or Pay” Guarantee

This appendix details the terms and conditions which govern the “Pass or Pay” guarantee.

1. Overview

- a. The “Pass or Pay” guarantee allows you to be reimbursed for your coaching spend in the event that your written project fails to achieve a pass grade, subject to a specific set of conditions, outlined below.

2. Scope

- a. The guarantee applies to individual-based, written documents (e.g., dissertations, theses, research papers, etc.). It does not apply to oral presentations, defences, group projects or any other type of assessment.
- b. The guarantee does not apply to failure that occurs due to any form of academic misconduct. This includes but is not limited to plagiarism, data forgery or the use of ghostwriting or AI-powered writing services.
- c. The guarantee does not apply to failure due to late submission or non-adherence to the university’s guidelines, rules and regulations.
- d. The guarantee does not apply in cases where you fail to provide us with accurate information regarding your university’s requirements (for example, providing inaccurate assessment criteria, failing to communicate supervisor feedback, etc.).

3. Qualifying Process

- a. To qualify for the guarantee, you must:
 - i. Implement our recommendations throughout your engagement with us.
 - ii. Submit your final document (the exact version of the document that they will submit to their university) to us for a pre-submission review, at least 14 days prior to the final submission date. This review typically requires 5 - 10 billable hours.
 - iii. Provide us with a current copy of your university’s assessment criteria.
 - iv. Provide us with a copy of all feedback from your university-assigned supervisor, advisor and/or committee.
 - v. Provide us with copies of any other relevant communication or documentation received from your university, supervisor and committee.
- b. To qualify for the guarantee, your pre-submission review must receive a “Proceed” outcome, along with a confirmation certificate signed by two Grad Coach authorised representatives.
- c. It is critically important that you submit the exact same version of the document to the university that you provided to us for the aforementioned review. Any discrepancy in this regard will immediately void the guarantee.

4. Failure handling process

- a. In the extremely unlikely event of a failure, you'll need to provide us with the following:
 - i. An original letter from your university confirming that the document you submitted did not meet the necessary pass grade.
 - ii. Evidence showing that you submitted the same version of the document that we approved.
 - iii. Feedback from your examiner(s) and/or assessors outlining why the project was not up to pass standard.
 - iv. Any other relevant evidence required for us to understand the circumstances surrounding the failure.
- b. Failure to provide the required documentation will void the guarantee.
- c. Upon receipt of the required evidence, we will review the information and assist you in preparing a formal appeal. Any additional costs involved in the appeal process (for example, university admin fees) will be for your account.
- d. You will need to submit the appeal within the required timeframe as defined by your university. Failure to submit the appeal or follow the required process will immediately void the guarantee.
- e. In the extremely unlikely event of the appeal being unsuccessful, we will return all coaching fees to you. An original letter confirming the failed appeal will be required in order to proceed with the payment.

5. Validity period

- a. The guarantee is valid for a period of six months from the date of the pre-submission review. Any claims must be made within this period.