

**PATHWAYX LTD**

TERMS OF BUSINESS

PathwayX One | PathwayX Schools | PathwayX Reach

IMPORTANT. These Terms are the binding terms for PathwayX services once accepted. They include the cancellation and refund rules. Consumer rights that cannot lawfully be excluded are preserved.

Legal entity

PathwayX Ltd | Company No. NI742566

Registered office: 8 Grange Road Lane, Dundonald, Belfast, BT16 1GH

Email: pathwayx.coaching@gmail.com

Version	1.3
Effective date	4 August 2026
Owner	Ben Glasgow, Founder & Director
Status	Final — adopted and signed

Read with

the PathwayX Privacy Notice, Child Protection & Safeguarding Policy, Complaints Handling Policy and any applicable Order Confirmation or Statement of Work.

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PLAIN-ENGLISH POSITION. PathwayX does not offer discretionary cancellations or refunds after the statutory consumer cancellation period. That position cannot override a Consumer's mandatory legal rights, including where a service is not supplied with reasonable care and skill or is not as described.

1. About these Terms

1.1 Who we are. PathwayX Ltd, company number NI742566, registered office 8 Grange Road Lane, Dundonald, Belfast, BT16 1GH. “PathwayX”, “we”, “us” and “our” mean PathwayX Ltd.

1.3 Who you are. “Customer” or “you” means the person aged 18 or over, parent or legal guardian, school, college, employer or other organisation that purchases or arranges Services. “Participant” means the person receiving or taking part in the Services.

1.3 Under-18 Participants. A Participant under 18 is not the contracting Customer for PathwayX One. The Customer must be that Participant’s parent or legal guardian, aged 18 or over, unless a school or other authorised organisation is the Customer under a written Order Document.

1.4 The Agreement. The Agreement consists of these Terms, the accepted online order summary, Order Confirmation, proposal or Statement of Work (each an “Order Document”), and any document expressly incorporated into them. The Order Document prevails only where it clearly states the clause being varied.

1.5 Consumers and organisations. Some clauses apply differently to a Consumer - an individual acting wholly or mainly outside their trade, business, craft or profession - and to an organisation. Mandatory consumer law always takes priority over inconsistent wording in these Terms.

2. The PathwayX service families

PathwayX provides careers education, employability preparation and early-talent advisory support. The Order Document identifies the actual scope, format, timing and price.

Service family	What it does
PathwayX One	Individual mentoring for students, parents/guardians and adult learners. This includes personal application planning; CV, written-application and answer feedback; aptitude-test, video-interview, live-interview and assessment-centre preparation; agreed learning materials; mock activities; and personalised feedback. It is guidance and preparation, not an application-submission service.
PathwayX Schools	A school or college careers partnership, available as a one-off programme or ongoing support. It may include talks, workshops, mock interviews, assessment-centre activities, aptitude/video-interview preparation, careers-team support, pupil-facing resources and relevant opportunity information.
PathwayX Reach	Early-talent and outreach advisory for employers and organisations. It may include review of the applicant journey, participation or conversion gaps, candidate communications, school/college engagement, assessment-process improvement and agreed reports, workshops or advisory milestones.

SERVICE BOUNDARY. PathwayX is not an employment agency, recruitment business, university admissions body, therapist, counsellor or provider of legal, immigration, medical, financial or other regulated professional advice. PathwayX Reach does not promise to supply candidates or fill vacancies unless a separate lawful written agreement expressly says so.

2.1 Opportunity information. We prepare information with reasonable care from available sources, but closing dates, eligibility, salaries, locations, application routes and third-party terms may change. Customers and Participants must check the relevant employer, university, school or official source before relying on them.

3. How the Agreement is formed

3.1 General. A quotation or marketing statement is an invitation to buy, not a binding offer. An Agreement begins only when PathwayX confirms acceptance by email or order confirmation. Important promises about scope, delivery, price, personnel or outcomes must appear in the Order Document.

3.2 PathwayX One. The adult Customer chooses the service, is given access to the service description, price, these Terms, Privacy Notice and cancellation information, confirms acceptance and submits payment or an authorised payment instruction. An automated payment receipt is not acceptance if PathwayX promptly rejects and refunds the order.

3.3 PathwayX Schools and PathwayX Reach. An organisation accepts by signing an Order Document, giving clear email acceptance through an authorised representative, or paying the agreed engagement or commencement payment. A purchase order, portal term or Customer standard term does not amend these Terms unless PathwayX expressly agrees in writing.

3.4 Changes to scope. Anything outside the agreed scope requires written agreement and may require an additional fee or revised timetable. PathwayX may make reasonable changes to content, sequencing, exercises, platforms or personnel where this does not materially reduce the agreed value or safeguarding standard.

4. Customer and Participant responsibilities

4.1 Accurate information. Provide complete, truthful and current information, including relevant age, accessibility, delivery and safeguarding needs. Do not send sensitive information unless we have agreed a secure route and a lawful reason for it.

4.2 Attendance and participation. Attend punctually, engage respectfully, complete reasonable preparation and use suitable equipment, internet access and a safe setting for online work.

4.3 Deadlines and official checks. Allow enough time for feedback and check official requirements yourself. PathwayX is not responsible for a deadline missed because information, materials or instructions were late, incomplete or inaccurate.

4.4 Application integrity. PathwayX may coach, prepare and give feedback. It will not write or submit an application as a Participant's own work, access an applicant account, impersonate a Participant, sit an assessment, fabricate experience, support plagiarism or use AI to bypass an employer's, school's, university's or awarding body's rules.

4.5 Parent/guardian authority. For an under-18 PathwayX One Participant, the Customer confirms that they are the parent or legal guardian, have authority to arrange the service, and will complete required safeguarding, contact and consent arrangements. Use of another person's payment card does not itself establish that authority.

4.6 Organisation Customers. Before child-facing delivery, an organisation must identify its safeguarding lead, provide the agreed supervision, venue, emergency and first-aid arrangements, and complete the responsibilities in Schedule 1.

5. Delivery, support and safeguarding

5.1 Standard of delivery. PathwayX will perform the Services with reasonable care and skill, using suitably skilled personnel. Dates and response times are estimates unless the Order Document says a date is fixed.

5.2 Between-session contact. Support is available only through approved channels and at the availability stated in the Order Document. It is not 24-hour, unlimited, emergency, crisis, counselling or clinical support.

5.3 School-hosted delivery. The host organisation remains responsible for its premises, pupil attendance, policies, emergency response and statutory duties. PathwayX remains responsible for its personnel, conduct and agreed Services.

5.4 Safeguarding. The PathwayX Child Protection & Safeguarding Policy applies to all child-facing Services. Mentoring is supportive but not secret. PathwayX may record and share information without consent where necessary and lawful to protect a child or another person, prevent or detect crime, obtain safeguarding advice or comply with a legal duty.

5.5 Urgent concerns. A safeguarding concern must be raised immediately under the safeguarding policy; it must not wait for any complaints process. Where there is immediate danger, emergency services should be contacted. A concern about the Director or safeguarding lead must not be routed through the person concerned.

6. Data, confidentiality and publicity

6.1 Data protection. Each party must comply with applicable data-protection law, including the UK GDPR and Data Protection Act 2018. PathwayX's Privacy Notice explains how we use personal data when we decide the purposes and means of processing.

6.2 Controller/processor roles. The parties are normally independent controllers for data each independently decides to collect and use. If PathwayX processes personal data solely on an organisation Customer's documented instructions, the parties must sign an Article 28-compliant data-processing agreement before the transfer.

6.3 Children and safeguarding data. Children receive a high level of protection. Only relevant, proportionate information should be shared. Necessary safeguarding information may be shared lawfully without consent, using the minimum necessary information and a suitable secure route.

6.4 Confidentiality. Each party must protect non-public personal, commercial, technical and operational information and use it only to perform or receive the Services. This does not prevent disclosure required by law, court, regulator, insurer, professional adviser or safeguarding necessity.

6.5 Photography and recording. Attendance does not mean consent to photography, filming, audio recording, testimonials, case studies or promotional use. No identifiable recording, publication or sharing may take place unless a specific written arrangement or separate consent form permits it. Participants must not record, screenshot, livestream or redistribute another person's contribution or personal information.

7. Fees, invoices and payment

7.1 Prices. Fees, instalments, approved expenses and VAT status are stated in the Order Document. For a website purchase, the binding price is the price clearly displayed at checkout when the customer places the order. Promotional or launch prices may change for future orders without affecting an order already accepted. Payment is due as stated at checkout or in the Order Document. No unagreed recurring charge will be made.

7.2 VAT. Prices are stated inclusive of any VAT that is legally chargeable. If PathwayX is not required to charge VAT at the time of the Order, VAT will not be added to that completed Order later merely because our tax status changes.

7.3 PathwayX Schools. Unless an Order Document states otherwise, an annual partnership is invoiced 25% on acceptance and 25% at the start of each of the three school terms. A one-off delivery is invoiced 50% on booking and 50% on delivery, subject to an agreed alternative required by documented procurement rules.

7.4 PathwayX Reach. Unless the Statement of Work says otherwise, 30% is payable on acceptance as a commencement payment, with the balance payable at agreed milestones. A retainer is payable monthly in advance.

7.5 Organisation invoices. Invoices are due within 30 calendar days of the invoice date unless the Order Document states another period. A purchase-order requirement must be supplied before delivery and does not delay payment for Services properly supplied.

7.6 Late payment. For organisation Customers only, PathwayX may claim statutory interest at 8 percentage points above the Bank of England base rate where the Late Payment of Commercial Debts legislation applies, plus the applicable fixed recovery sum and further reasonable recoverable costs.

7.7 Non-payment. After reasonable written notice, PathwayX may suspend or withhold future Services while an overdue undisputed amount remains unpaid, withdraw unused credit facilities, refer the debt for lawful collection and recover court fees and enforcement costs where legally recoverable.

8. Cancellation, rescheduling and refunds

OUR COMMERCIAL POLICY. Except where the law or these Terms require otherwise, PathwayX does not accept discretionary cancellations and does not offer discretionary refunds. Booking reserves PathwayX time, preparation and capacity. A change of mind after the applicable consumer cancellation period is not a refund entitlement.

8.1 Consumer cancellation rights

8.1.1 When the right applies. Where a Consumer enters a distance or off-premises service contract, they normally have a statutory right to cancel within 14 days after the Agreement is made. They may cancel by any clear statement, including email, or use Schedule 2. This legal right cannot be excluded by our “no cancellations/no refunds” commercial policy.

8.1.3 Early delivery. If a Consumer asks PathwayX to begin the Services during the 14-day cancellation period, the Consumer must make the express request and acknowledgement in the Order Document or checkout. If they then cancel, they must pay a proportionate amount for Services supplied up to cancellation.

8.1.3 Completed early performance. Where the Service is fully performed during the cancellation period after the Consumer’s express request and advance acknowledgement, the statutory cancellation right ends once full performance is complete. “Fully performed” means the agreed core Service has been delivered, not simply that payment has been taken.

8.1.4 Refund timing. If a Consumer validly cancels and a refund is due, PathwayX will make it using the original payment method within the legal time limit, after deducting any lawful proportionate payment for Services already supplied at the Consumer’s express request.

8.2 PathwayX One after the statutory period

8.2.1 No discretionary cancellation. After the applicable statutory cancellation period, PathwayX One cannot be cancelled for a refund because the Customer or Participant changes their mind, no longer wishes to continue, cannot attend, has not engaged or has obtained another opportunity. Fees remain non-refundable, subject always to clause 8.4 and mandatory consumer law.

8.2.2 Rescheduling. A session may be moved only with PathwayX's written agreement and subject to availability. We are not obliged to offer a replacement time. A missed session or a late cancellation may be treated as delivered, except where PathwayX agrees a fair exception for a genuine serious emergency.

8.3 Organisation Customers

8.3.1 Fixed commitment. A PathwayX Schools or PathwayX Reach Order is a fixed commercial commitment for its agreed term, milestones or delivery dates. The organisation Customer may not cancel, reduce or defer it without PathwayX's written agreement. Fees paid are non-refundable and all outstanding fees remain due if the organisation cancels, is unable to provide access, or does not use the Services.

8.3.2 Mitigation and discretion. PathwayX may, but does not have to, agree a substitute date, credit or partial release where this is commercially reasonable. If PathwayX recovers a cost or rebooks capacity specifically released by an organisation's cancellation, it will take reasonable account of that recovery when deciding any credit. This does not create a general cancellation or refund right.

8.4 Where a refund or remedy may still be due

8.4.1 PathwayX cancellation. If PathwayX cancels an agreed Service and cannot provide a suitable replacement, it will refund the fee paid for the affected undelivered Service. This is the Customer's main remedy for that cancellation, without limiting liability that cannot lawfully be limited.

8.4.2 Service fault or legal remedy. Nothing in these Terms removes a Consumer's statutory rights where Services are not supplied with reasonable care and skill, are not as described, or another legal remedy applies. Nothing excludes a remedy for PathwayX's material breach.

8.4.3 Events outside control. If an event outside reasonable control prevents delivery for more than 30 days or defeats the main purpose of an Order, either party may end the affected part. PathwayX will refund prepaid fees for undelivered Services after deducting only lawful, reasonable committed costs that it cannot recover.

9. Quality, outcomes and liability

9.1 The nature of PathwayX support

9.1.1 Preparation, not results. Fees are paid for the agreed preparation, education, feedback, mentoring and advisory work - not for a particular result. Employers, universities, schools and other third parties make their own independent decisions and may change or withdraw opportunities, criteria, processes and deadlines.

9.1.3 No income or outcome guarantee. PathwayX does not promise or guarantee any interview, assessment result, job, apprenticeship, placement, university place, qualification, grade, salary, income, earnings, promotion, hire, conversion rate, application volume or geographical reach. Outcomes depend on eligibility, effort, conduct, accuracy, timing, performance, market conditions and factors outside our control.

9.1.3 Examples and testimonials. Examples, testimonials, past outcomes, success stories and illustrative case studies describe past experience only. They are not predictions, warranties or guarantees of future performance or income.

9.2 Liability that cannot be excluded

9.2.1 Non-excludable liability. Nothing in the Agreement excludes or limits liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of statutory consumer rights; or any other liability that cannot lawfully be excluded or limited.

9.3 Consumers

9.3.1 Foreseeable loss. If PathwayX fails to comply with the Agreement, it is responsible for foreseeable loss or damage caused by that failure or by a failure to use reasonable care and skill. It is not responsible for business loss suffered by a Consumer, or a third party's independent decision, unless the law says otherwise.

9.4 Organisation Customers

9.4.1 Commercial limits. Subject to clause 9.2, PathwayX is not liable to an organisation Customer for loss of profit, revenue, business, opportunity, contract, anticipated saving, goodwill or reputation, or for indirect or consequential loss. Its total aggregate liability arising from an Order will not exceed 100% of the total fees paid or payable under that Order, so far as reasonable and lawful.

9.4.2 Excluded causes. PathwayX is not liable for inaccurate or late information supplied by the Customer or Participant, failure to follow advice or official requirements, unauthorised changes to materials, third-party systems or decisions, or an outcome excluded by clause 9.1. This does not excuse PathwayX from using reasonable care and skill.

10. Suspension, termination and complaints

10.1 Suspension. PathwayX may suspend or end Services immediately where reasonably necessary because of safeguarding risk, prohibited conduct, unlawful or dishonest activity, serious boundary concerns, risk to staff or Participants, or non-payment after reasonable notice.

10.2 Material breach. Either party may end the Agreement by written notice if the other commits a serious breach that cannot be remedied, or a remediable material breach that is not remedied within 14 days of written notice.

10.3 Amounts on termination. On termination, the Customer must pay for Services supplied and lawful costs committed up to the end date. Refunds for undelivered Services will be dealt with only in accordance with clause 8, mandatory law and the applicable breach position.

10.4 Complaints. Send complaints to pathwayx.coaching@gmail.com with the Customer name, Service, relevant dates and the outcome sought. PathwayX aims to acknowledge a complaint within 5 Business Days and give a substantive response within 15 Business Days, or explain why more time is needed. The PathwayX Complaints Handling Policy provides further detail.

11. General legal terms

11.1 Insurance and personnel. PathwayX will maintain insurance appropriate to the nature and risk of the Services. It may use employees, workers or suitably vetted subcontractors and remains responsible for their performance. A named individual is supplied only where the Order Document makes that person essential.

11.3 Events outside control. Neither party is liable for delay or failure caused by an event beyond its reasonable control if it promptly notifies the other, takes reasonable steps to reduce the effect and resumes performance when reasonably possible. Payment remains due for Services already supplied.

11.3 Notices. Formal notices must be in writing and sent to the email or postal address in the Order Document. Notices to PathwayX may be sent to pathwayx.coaching@gmail.com or 8 Grange Road Lane, Dundonald, Belfast, BT16 1GH. Email is treated as received on the next Business Day unless a delivery failure notice is received.

11.4 Variation. A change to the Agreement must be in writing and agreed by authorised representatives. PathwayX may update its standard terms for future Orders, but will not materially change an existing Order without agreement unless required by law or safeguarding necessity.

11.5 Conflicts and severance. If a provision is invalid or unenforceable, it is adjusted or removed only to the minimum extent necessary and the remainder continues. Delay in enforcing a right is not a waiver.

11.6 Entire agreement. The Agreement records the whole agreement about the Services. It does not exclude liability for fraud or prevent a Consumer relying on information that is legally binding under consumer law.

11.7 Third-party rights. No person other than the parties may enforce the Agreement, except that a Participant may rely on safeguarding and data-protection protections that expressly concern them where the law permits.

11.8 Governing law. The Agreement and any non-contractual dispute are governed by the law of Northern Ireland. The courts of Northern Ireland have exclusive jurisdiction for organisation Customers. A Consumer may bring proceedings in any court with mandatory jurisdiction under consumer law and retains mandatory protections of their country of habitual residence.

11.9 Definitions. “Business Day” means Monday to Friday excluding bank and public holidays in Northern Ireland. “Including” means including without limitation.

Schedule 1: Order Confirmation / Statement of Work

Complete this schedule, use an equivalent checkout order summary, or attach a Statement of Work. It identifies the product, scope, price, payment and delivery arrangements that form part of the Agreement.

Order reference

Customer legal name

Customer type ☐ Organisation ☐ Parent/legal guardian ☐ Adult learner

Product ☐ PathwayX One ☐ PathwayX Schools ☐ PathwayX Reach

Participant(s) Name(s), age range and relevant year group only:

Services Scope, format, outputs and exclusions:

Delivery Dates, times, venue/platform, service period and between-session channel:

Fees Total fee, payment plan, milestones/instalments, expenses and VAT status:

Invoice / payment contact Accounts email, purchase-order reference and due dates where applicable:

PathwayX lead

Customer safeguarding lead Name, role and direct contact (organisation Customers only):

Supervision arrangements Venue rooming, staff presence, visibility and online-contact arrangements:

Data protection roles ☐ Independent controllers ☐ Processor arrangement / DPA reference:

Photography / recording ☐ None ☐ Separate written arrangement attached

Special terms Identify the exact clause varied and the agreed replacement wording:

Consumer confirmations

Complete where the Customer is a Consumer and PathwayX may begin the Services within 14 days after the Agreement is made.

- ☐ I confirm that I am aged 18 or over. If the Participant is under 18, I confirm that I am their parent or legal guardian and have authority to purchase and arrange the Services.

- [] I expressly request PathwayX to begin the Services during the 14-day cancellation period. I understand that if I cancel after delivery has begun, I may have to pay a proportionate amount for Services supplied up to cancellation.
- [] I acknowledge that if the Service is fully performed during the cancellation period after my express request, I will lose the statutory right to cancel once full performance is complete.
- [] I confirm that I have had access to the PathwayX Terms of Business, Privacy Notice, price, inclusions and cancellation/refund information before placing this Order.

Schedule 1 continued: Organisation responsibilities

Complete before child-facing delivery. Nothing in this schedule transfers a statutory duty from the organisation that holds it.

Area	Organisation Customer action
Safeguarding contacts	Give PathwayX the current designated safeguarding lead, deputy and emergency/statutory reporting routes before delivery.
Pupil information	Provide only necessary age, year-group, accessibility, medical, behavioural or safeguarding information through the agreed secure route and with lawful authority.
Parent and pupil information	Issue agreed information and obtain any required permission or acknowledgement for attendance, direct contact, online delivery, collection, recording or publicity.
Supervision and rooming	Provide the agreed staff presence, observable suitable rooms, controlled access, attendance register and arrival/departure arrangements.
Venue and safety	Provide an accessible, safe and risk-assessed venue, first-aid, fire and emergency arrangements, and disclose relevant hazards or incidents.
Online delivery	Approve the platform, invitations, staff visibility, waiting-room/host controls, participant naming and parent/guardian communications.
Conduct and support	Explain relevant rules and support needs; respond promptly to behaviour, welfare or accessibility issues requiring host action.
Photography and media	Do not assume attendance is consent. Agree who obtains permissions, how non-consent is identified, permitted uses, storage and withdrawal handling.
Data protection	Confirm roles, lawful sharing, privacy information, secure transfer, retention and incident contacts; sign a DPA where required.
AccessNI / insurance	State the written role-based assurance, policy limits, certificates, purchase-order and supplier-onboarding requirements before commitment.

Signatures (signed Order Documents only)

Signed for the Customer	Signed for PathwayX Ltd
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Signed for the Customer	Signed for PathwayX Ltd
Name and role:	Ben Glasgow, Founder & Director
Signature:	Signature:
Date:	Date:

Schedule 2: Consumer cancellation form

OPTIONAL FORM. A Consumer may cancel within the applicable statutory period by sending any clear statement. This form is provided for convenience.

To: PathwayX Ltd, 8 Grange Road Lane, Dundonald, Belfast, BT16 1GH; email pathwayx.coaching@gmail.com

I give notice that I cancel my contract for the following Service:

Service / order reference

Agreement date

Consumer name

Consumer address

Email / telephone

Participant name, if different

Reason (optional)

Signature Only required if sent on paper:

Date

WHAT HAPPENS NEXT. If PathwayX started the Services during the cancellation period at your express request, it may charge a proportionate amount for Services supplied up to cancellation. If a refund is due, it will be made in line with clause 8 and applicable law.

Schedule 3: Formal adoption and signature

This page records PathwayX Ltd's formal adoption of these Terms. It is not a customer order form. Customer-specific acceptance is recorded online or in Schedule 1 / an Order Document.

Document	PathwayX Terms of Business
Version	1.3
Effective date	4 August 2026
Document owner	Ben Glasgow, Founder & Director
Review date	4 August 2027, or sooner if law, service delivery, safeguarding, insurance or payment arrangements change.

Director approval

I approve and adopt these Terms of Business on behalf of PathwayX Ltd. I confirm that, before use, PathwayX will ensure that its public website and checkout provide clear access to these Terms, the Privacy Notice, price/inclusions, cancellation/refund information and contact details.

Name	Ben Glasgow
Signature	
Date	4 August 2026
Place	Belfast

End of document