

PATHWAY FORWARD – Terms and Conditions of Service

1. Introduction

Pathway Forward provides independent employee and career advisory services to employees, professionals and executives in Ireland and internationally.

Pathway Forward supports Clients who may be navigating workplace challenges, redundancy, career transitions, professional decisions or employment-related matters.

The purpose of the service is to provide confidential, independent guidance to assist Clients in understanding their circumstances, considering available options and making informed decisions.

These Terms & Conditions set out the basis on which Pathway Forward provides services.

2. Scope of Services

Pathway Forward may provide support including:

- workplace-related guidance;
- redundancy and career transition support;
- career planning and decision support;
- preparation for workplace conversations and meetings;
- professional development guidance;
- support in understanding employment-related options and possible next steps.

The service provided is advisory in nature and is intended to support the Client's decision-making.

3. Nature of the Service

Pathway Forward provides independent employee and career advisory services based on professional experience and expertise.

The Client acknowledges that Pathway Forward does not provide:

- legal advice;
- legal representation;
- legal interpretation;

- financial advice;
- medical advice;
- psychological counselling;
- immigration advice; or
- any other regulated professional service.

Where the Client's circumstances require specialist advice, Pathway Forward may recommend that the Client seeks advice from an appropriately qualified professional.

The Client acknowledges that:

- employment and career decisions involve personal judgement and circumstances outside the control of Pathway Forward;
 - any actions taken following guidance provided by Pathway Forward are the responsibility of the Client; and
 - Pathway Forward does not make decisions on behalf of the Client.
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3.2 No Guarantee of Outcome

While Pathway Forward will provide services with reasonable care and professionalism, the Client acknowledges that no specific employment, workplace or career outcome can be guaranteed.

Outcomes may depend on factors including, but not limited to:

- employer decisions;
 - organisational circumstances;
 - market conditions;
 - third-party actions; and
 - decisions made by others.
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4. Term

The term of this Agreement shall be agreed between the Client and Pathway Forward

Either party may at any time by seven days' written notice served on the other party by email terminate this Agreement (the advisory relationship) without cause.

Termination does not affect:

- confidentiality obligations;
- payment obligations for services already provided; or
- any rights or obligations which are intended to continue after termination.

5. No Obligation

Nothing in this Agreement creates an obligation:

- for Pathway Forward to continue providing services beyond agreed appointments;
 - for the Client to disclose information they do not wish to disclose; or
 - for either party to continue discussions or negotiations.
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6. Booking and Payment

Appointments must be paid for in advance before services commence.

All fees are quoted and charged in Euro (€) unless otherwise agreed in writing.

Payment confirms the Client's booking and acceptance of these Terms & Conditions, acknowledgement of having read and understanding and acceptance of the Pathway Forward Privacy Notice and the requirement to complete the Pathway Forward Client Confidentiality & Acknowledgement Agreement.

International Clients are responsible for any currency conversion costs, bank charges or payment provider fees associated with payment.

7. Client Responsibilities

The Client agrees to provide information that is accurate, relevant and reasonably necessary for Pathway Forward to provide the agreed service.

The Client acknowledges that:

- Pathway Forward provides guidance and support but does not make decisions on behalf of the Client;
- the Client remains responsible for decisions and actions taken following the service;
- workplace and career outcomes may depend on circumstances outside the control of Pathway Forward; and
- no specific outcome can be guaranteed.

8. Employer Contact and Representation

Pathway Forward will not contact an employer, prospective employer or any third party on behalf of the Client unless specifically agreed in writing by the Client.

Pathway Forward does not act as the Client's representative in employment disputes, negotiations, legal proceedings or workplace processes.

9. Confidentiality

Pathway Forward is committed to maintaining confidentiality.

Information provided by the Client during the advisory relationship will be treated as confidential and used only for the purpose of providing the agreed service.

The detailed confidentiality obligations are contained within the Pathway Forward Client Confidentiality & Acknowledgement Agreement.

10. Professional Boundaries and Limitations

The Client acknowledges that:

- Pathway Forward provides independent employee and career advisory support;
- the service is not a substitute for legal or other regulated professional advice;
- decisions made following the service remain the responsibility of the Client; and
- Pathway Forward does not provide counselling, psychotherapy or mental health services of any nature
- Pathway Forward cannot control decisions made by employers, organisations or third parties.

11. Limitation of Liability

The maximum aggregate liability of Pathway Forward under this Agreement shall be limited to a sum equal to the not exceed the fees (net of Value Added Tax) paid by the Client to Pathway Forward in the previous twelve months.

Neither party shall have any liability to the other party for any special, indirect or consequential loss of any nature (including but not limited to loss of employment, loss of earnings, loss of career opportunities or reputational damage).

The Client acknowledges that the detailed provisions relating to confidentiality, professional boundaries, client responsibility and limitation of liability are contained within the Pathway Forward Client Confidentiality & Acknowledgement Agreement.

Nothing in these Terms & Conditions excludes or limits liability where such exclusion or limitation is prohibited by law. Pathway Forward is not liable for failing to perform its obligations under this Agreement due to acts of God, natural disasters, war, civil disturbance, or government action or failure of technology or internet where the cause is beyond the party's reasonable control ("Force Majeure Event"). Pathway Forward, if affected by a Force Majeure Event, will provide written notice to the Client within a commercially reasonable time and use best efforts to resume performance as soon as reasonably possible. If Pathway Forward does not complete Service due to a Force Majeure Event within three (3) weeks after the start of the Force Majeure Event, then (1) Client may choose to terminate this Agreement and (2) Pathway Forward will promptly refund a fair proportion (to be determined by Pathway Forward acting reasonably and having regard to the services then provided and to be provided under this Agreement) of any pre-paid amounts paid by the Client pursuant to this Agreement.

12. Cancellation and Rescheduling

The Client should provide a minimum of 12 hours' notice where they wish to cancel or reschedule an appointment.

Appointments cancelled with less than 12 hours' notice will normally be non-refundable.

Pathway Forward may, at its discretion, offer an alternative appointment where circumstances justify this.

Nothing in this section affects any statutory consumer rights that may apply.

11. International Clients

Pathway Forward provides services to Clients located in Ireland and internationally.

The Client acknowledges that employment laws, workplace procedures and employment protections vary between jurisdictions.

Pathway Forward does not provide jurisdiction-specific legal or other advice.

Where appropriate, the Client should seek independent advice from a qualified professional in their relevant jurisdiction.

12. Intellectual Property

All templates, resources, documents, frameworks and materials provided by Pathway Forward remain the property of Pathway Forward.

The Client may use materials provided for personal purposes only and may not alter or modify the same or reproduce, distribute or commercially use such materials (including as modified or any derivatives thereof) without prior written permission.

13. Privacy

Pathway Forward processes personal information in accordance with applicable data protection legislation.

Further information is available in the Pathway Forward Privacy Notice.

14. Governing Law

These Terms & Conditions shall be governed by and interpreted in accordance with the laws of Ireland.

Any disputes arising under this Agreement shall be subject to the jurisdiction of the Irish courts, subject to any mandatory consumer protection rights that may apply.

15. Acceptance

By booking services with Pathway Forward, the Client confirms that they have read, understood and agreed to these Terms & Conditions.