

TERMS AND CONDITIONS

Effective Date: 13 July 2026

Introduction and Acceptance

These Terms and Conditions ("Terms") govern the provision of leadership development, executive coaching, organisational consulting, facilitation, assessments, and related services by **OPTIMENTUM Consulting Pte. Ltd.** ("the Company", "we", "us", or "our") to clients, participants, and users ("Client", "you", or "your").

By engaging our services, registering for programmes, or accessing materials provided by the Company, you acknowledge and agree to these Terms.

1. Services:

The Company provides professional services including, but not limited to:

- Leadership development programmes;
- Executive and leadership coaching;
- CliftonStrengths® coaching and strengths-based development;
- Organisational consulting and advisory services;
- Team facilitation and retreats;
- Workshops, seminars, and keynote presentations;
- Assessment administration and debriefing;
- Virtual and in-person learning experiences.

Specific deliverables, timelines, fees, and scope shall be set out in a proposal, quotation, service agreement, or written correspondence agreed upon by both parties.

2. Professional Standards:

The Company shall exercise reasonable skill, care, and professional judgment in delivering its services.

Leadership development and coaching are developmental processes intended to support learning and growth. The Company does not guarantee any particular outcome, including but not limited to promotions, behavioural changes, increased revenue, employee engagement, or organisational performance improvements.

Recommendations and insights provided are intended to support decision-making and shall not constitute legal, financial, medical, psychological, or therapeutic advice.

3. Engagement and Acceptance

An engagement shall be deemed accepted upon:

- Written confirmation by the Client;
- Issuance of a purchase order;
- Acceptance of a quotation or proposal;
- Registration for a programme; or
- Commencement of services.

These Terms shall apply unless superseded by a separate written agreement executed by both parties.

4. Fees and Payment Terms

Fees shall be as specified in the relevant quotation, proposal, or agreement and are exclusive of prevailing taxes unless otherwise stated.

Invoices are payable within thirty (30) calendar days from the invoice date unless otherwise agreed in writing.

The Company reserves the right to:

- Suspend services for overdue accounts;
- Charge interest on overdue payments where permitted by law;
- Require full payment prior to commencement for certain engagements.

All fees paid are non-refundable except where expressly stated otherwise.

5. Expenses

Unless otherwise agreed, the Client shall bear reasonable expenses incurred in connection with the engagement, including:

- Air travel;
- Ground transportation;
- Accommodation;
- Venue costs;
- Printing and production costs;
- Assessment licensing fees;
- Courier and administrative expenses.

Such expenses may be invoiced separately or included in the proposal.

Pricing and quotation validity.

Payment schedules and methods.
Late payment charges (if applicable).
Taxes and additional expenses.

6. Rescheduling and Cancellation

Corporate Programmes:

Rescheduling requests must be submitted in writing.

Cancellation charges may apply as follows:

- More than 21 days before commencement: no charge.
- 8–21 days before commencement: 50% of programme fees.
- 7 days or fewer before commencement: 100% of programme fees.

Coaching Sessions

Individual coaching sessions cancelled with less than 48 hours' notice may be deemed delivered and charged in full.

The Company reserves the right to reschedule sessions due to illness, emergencies, or unforeseen circumstances.

Conditions for postponement or cancellation.

Notice periods required.

Refund policies.

Consequences of no-shows or last-minute cancellations.

7. Participant Responsibilities

Participants are expected to:

- Attend punctually;
- Participate respectfully;
- Maintain confidentiality within group discussions;
- Refrain from disruptive behaviour.

The Company reserves the right to remove participants whose conduct adversely affects the learning experience. Removal shall not entitle the participant or Client to a refund.

8. Confidentiality

Each party agrees to maintain the confidentiality of information disclosed during the engagement and shall not disclose such information to third parties without prior written consent, except where required by law.

This obligation survives the termination or completion of the engagement.

For group coaching and workshops, confidentiality among participants cannot be absolutely guaranteed, and participants are encouraged to exercise discretion when sharing sensitive information.

Provision of accurate information.

Timely cooperation and participation.

Ensuring attendance and commitment of participants.

Obtaining internal approvals where necessary.

Commitment to protect confidential information shared by clients.

Exceptions required by law.

Duration of confidentiality obligations.

9. Executive Coaching Confidentiality

Information shared during one-to-one coaching sessions shall remain confidential between the coach and coachee except:

- With the express consent of the coachee;
- Where disclosure is required by law;
- Where there is a reasonable belief of imminent harm to self or others;
- Where required by professional ethical obligations.

For sponsored coaching engagements, the Company may provide progress updates regarding attendance, goals, or general themes but shall not disclose specific coaching conversations without the coachee's consent.

10. Assessments and CliftonStrengths®

The Company may administer or facilitate third-party assessments, including CliftonStrengths®, or similar instruments.

All trademarks, copyrights, and proprietary rights belong to their respective owners.

Assessment results are intended as developmental tools and should not be used as the sole basis for employment, promotion, disciplinary, or other organisational decisions.

The Company makes no representations regarding the completeness or accuracy of third-party assessment methodologies.

11. Intellectual Property

Unless otherwise agreed in writing, all materials provided by the Company, including:

- Frameworks;

- Models;
- Presentations;
- Participant guides;
- Workbooks;
- Slides;
- Reports;
- Methodologies;
- Exercises;
- Digital resources;
- Videos and recordings;

remain the exclusive intellectual property of the Company.

No part of these materials may be reproduced, distributed, adapted, recorded, uploaded, transmitted, sold, or commercially exploited without prior written consent.

Intellectual Property Rights

Other than the content you own and opted to include on this Website, under these Terms, OPTIMENTUM Consulting Pte Ltd. and/or its licensors own and reserve all intellectual property rights of this Website. You are granted a limited license, subject to the restrictions entailed in these Terms and Conditions, for purposes of viewing this Website's content.

Training materials, presentations, workbooks, assessments, and methodologies remain your property. Materials may not be reproduced, distributed, or used commercially without written consent. Ownership of customized deliverables, if applicable.

12. Recording and Use of Materials

Participants shall not record, photograph, livestream, or distribute programme content without prior written approval.

Any recordings made by the Company remain the Company's property and may only be used for the purposes communicated to participants.

Access to recordings, where provided, is for personal or organisational use and may not be shared externally.

Whether sessions may be recorded.

Restrictions on recording by participants.

Permission required for sharing recordings.

13. Testimonials and Marketing

The Company respects client confidentiality.

Client names, logos, testimonials, or case studies shall only be used for marketing or promotional purposes with prior written consent.

14. Use of Artificial Intelligence and Digital Tools

The Company may utilise digital platforms and artificial intelligence tools to enhance administrative efficiency, content development, analysis, or learning support.

The Company shall take reasonable steps to safeguard confidential information and comply with applicable data protection requirements.

Clients and participants shall not use Company materials to train external AI systems or create derivative products without prior written permission.

15. Data Protection

The Company collects and processes personal data in accordance with Singapore's Personal Data Protection Act 2012 ("PDPA").

Personal information may be used for:

- Programme administration;
- Assessment administration;
- Communication and scheduling;
- Billing and payment processing;
- Learning support;
- Continuous improvement of services.

Reasonable measures shall be implemented to protect personal information against unauthorised access, disclosure, or misuse.

How personal data is collected, used, stored, and protected.

Compliance with applicable privacy laws (e.g., PDPA in Singapore)

16. Limitation of Liability

To the fullest extent permitted by law, the Company's total aggregate liability arising from any claim relating to an engagement shall not exceed the fees paid by the Client for the specific services giving rise to the claim.

The Company shall not be liable for indirect, incidental, special, consequential, or punitive damages, including loss of revenue, profits, goodwill, business opportunities, or anticipated savings.

Limit your liability to the amount paid for the services.

Exclude indirect, incidental, or consequential damages where permitted by law.

17. Indemnity

The Client agrees to indemnify and hold harmless the Company, its directors, employees, associates, and contractors against claims, losses, damages, or liabilities arising from:

- Misuse of programme materials;
- Breach of these Terms;
- Unauthorised distribution of intellectual property;
- Actions or omissions of participants engaged by the Client.

18. Force Majeure

Neither party shall be liable for delays or failure to perform obligations caused by events beyond reasonable control, including:

- Natural disasters;
- Pandemics;
- Government restrictions;
- Internet disruptions;
- Power failures;
- Labour disputes;
- Acts of terrorism;
- Civil unrest.

Affected obligations shall be suspended for the duration of such events.

19. Non-Solicitation

The Client agrees not to directly solicit, employ, or engage any employee, facilitator, coach, or associate consultant of the Company for services outside this engagement during the course of the engagement and for twelve (12) months thereafter, without the Company's prior written consent.

20. Termination

Either party may terminate an engagement by providing written notice.

Termination shall not affect accrued rights and obligations, including:

- Outstanding payments;
- Confidentiality obligations;
- Intellectual property rights;
- Indemnities;
- Limitation of liability provisions.

Fees for work performed up to the date of termination shall remain payable.

21. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of Singapore.

The parties shall first seek to resolve disputes amicably through good faith discussions.

Where a dispute cannot be resolved amicably, the parties agree to submit the matter to mediation before commencing legal proceedings.

The courts of Singapore shall have exclusive jurisdiction over disputes arising from these Terms.

22. Amendments

The Company reserves the right to amend these Terms from time to time.

Updated versions shall become effective upon publication on the Company's website or upon written notification to Clients.

Continued engagement with the Company's services constitutes acceptance of the revised Terms.

23. Online Programs and Technology

Where services are delivered online, the Client and participants are responsible for ensuring access to a stable internet connection, suitable devices, and any required software.

The Company will use reasonable efforts to deliver services without interruption but shall not be liable for technical issues, platform outages, or connectivity failures beyond its reasonable control.

Where appropriate, the Company may reschedule the affected session or provide an alternative method of delivery.

24. Third-Party Assessments and Tools

The Company may utilise third-party assessment tools, including CliftonStrengths®, DISC®, MBTI®, and similar instruments, as part of its services.

All trademarks, copyrights, and intellectual property rights remain the property of their respective owners.

Assessment results are intended solely for developmental purposes and should not be relied upon as the sole basis for employment, organisational, or other significant decisions.

25. Code of Conduct for Participants

Participants are expected to conduct themselves in a respectful, professional, and inclusive manner throughout all programmes. Disruptive, abusive, discriminatory, or inappropriate behaviour will not be tolerated. The Company reserves the right to remove any participant whose conduct negatively impacts the learning environment, without obligation to provide a refund or replacement session.

26. Photography and Media Consent

Group coaching is founded on mutual trust and respect. Participants agree to maintain the confidentiality of information shared by fellow participants during sessions and not disclose such information without prior consent. While the Company encourages confidentiality, it cannot guarantee the actions of individual participants.

27. Travel and Accommodation Expenses

Where services require travel outside the Company's usual place of business, the Client shall reimburse reasonable travel, accommodation, and related expenses, unless otherwise agreed in writing. Such expenses will be communicated in advance and charged in accordance with the agreed proposal or quotation.

28. Contact Information

OPTIMENTUM Consulting Pte. Ltd.
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For questions regarding these Terms and Conditions, please contact us using the details above.