

COVER SHEET: DRAFTING NOTES

This template is intended for **Life & Soul-Led Coaches providing 1-to-1 Coaching**.

The contract is made up of (1) an **Agreement** (pages 1 and 2) which you should adapt for each individual client; and (2) a set of **Standard Terms & Conditions** which should not need to be adapted for each client, once you have adapted them for your business. You need to send BOTH documents together to your client. You and your client will both sign where indicated on the second page of the Agreement.

Please note:

1. This legal document template has been produced by Gooding Consultancy Services Limited, trading as The Good Legals Club (**We/ Us/ Our**). We hold the copyright for this template, and you may only use it in accordance with the licence granted to you under our [Digital Download Terms & Conditions](#).
2. Under the terms of that licence, you may use this template for your own business purposes. You may not copy, share, or circulate this document to third parties without our explicit consent.
3. You will need to save this template as a new version, and then edit it to reflect how you do business, before sending it to your clients for signature. The sections you need to adapt are highlighted in yellow, with [square brackets] around them. You should remove all highlighting and square brackets once you have completed the adaptations.
4. We have also provided additional guidance notes in the 'Comments' sidebar to help you adapt the template for your business. You should delete these comments before finalising the contract and sending it to your clients.
5. You will also need to delete this cover page before finalising and sending the contract to your clients.
6. This is a template document, and does not constitute legal advice. We cannot guarantee that this template is suitable for your specific business needs. If you are unsure about whether this template is suitable, or as to how to adapt it, we strongly recommend seeking legal advice.
7. If you would like us to review your draft before you finalise it, please feel free to book a Power Hour on this Calendly link: <https://calendly.com/good-legals-club>.

[YOUR LOGO]

1-TO-1 COACHING AGREEMENT

Date of Agreement:	[insert date on which Agreement signed]
Parties:	(1) [YOUR BUSINESS NAME] , a company registered in England & Wales under company number [Company number] , whose registered office address is at [insert address of registered office] (the Coaching Provider); and (2) [INSERT CLIENT'S NAME AND ADDRESS] (the Client)
Client contact details:	[insert Client's address, email address and contact telephone number(s)]
1-to-1 Coaching Programme:	[Here set out in detail what is included in your 1-to-1 coaching programme. You might for example want to include: - How long the programme will last (e.g. 3 months) - How many sessions will be provided (e.g weekly) and how long each session will last - Any support you will be providing outside sessions e.g. messaging support via Slack or Telegram. If so, state the hours between which you are available (e.g. Monday to Friday 10am - 4pm). - Whether you will be providing recordings of sessions - Whether you will be providing any other coaching materials (e.g. workbooks, pdfs, recordings)
Start Date:	[start date of coaching]
Term & Termination:	[State here how long the contract will last E.g. 'The Programme and this Agreement will terminate when all the sessions referred to above have been provided' OR 'The Programme and this Agreement will terminate on the expiry of 3 months from the Start Date set out above]
Fees:	[ONE OFF PAYMENT AMOUNT] payable in advance on entry into this Agreement. OR (Delete as appropriate): [TOTAL AMOUNT] in total, payable in [NUMBER OF INSTALMENTS] equal monthly instalments of [AMOUNT OF EACH INSTALMENT] per month on the following dates: [List instalment payment dates] [Include here how you will be taking payment, e.g. by BACS in accordance with the instructions on your invoice/ via PayPal/ via Stripe].

	Fees are not refundable otherwise than in accordance with Clauses 10 - 12 of the Coaching Provider's Standard Terms & Conditions which are incorporated into this Agreement.
Service of Notices:	The following email addresses shall be used for the service of any notice under the Agreement: [Include email addresses for both parties]
Cancellation and refunds:	If the Client enters into this Agreement as a consumer (i.e. otherwise than for the purposes of their business), the Client will be entitled to cancel this Agreement within 14 days after signing the Agreement (the Cooling Off Period) in accordance with Clause 10 of the attached Standard Terms & Conditions. After expiry of the Cooling Off Period, the Client will not be entitled to cancel the Agreement or obtain a refund of the Fees other than in the limited circumstances described in Clause 11.1, irrespective of whether they participate in or complete the Programme.
☐	The Client should initial this box if they are beginning the Programme before expiry of the 14 day Cooling Off Period. By initialling this box, the Client acknowledges and agrees that if they begin the Programme and subsequently cancel the Agreement within the Cooling Off Period, they will be required to pay for such part of the Programme as they have already been given access to and/ or received as at the date of their cancellation.
Terms and conditions:	<i>This Agreement incorporates the Coaching Provider's standard terms and conditions for its 1-to-1 Coaching Programme, which are attached. By signing this Agreement the Client acknowledges that they have read those terms and conditions and agree to be legally bound by this Agreement and the said standard terms and conditions incorporated into it.</i>

Signed:

.....

[YOUR NAME]

For and on behalf of [YOUR BUSINESS/ COMPANY NAME]

Date:

Signed:

.....

[NAME OF CLIENT]

Date:

[YOUR LOGO]

1-to-1 COACHING PROGRAMME: **STANDARD TERMS & CONDITIONS**

Background

These Standard Terms & Conditions, together with any documents referred to therein, set out the terms on which We will provide our 1-to-1 Coaching Programme to You. Please read these Standard Terms & Conditions carefully and ensure that You understand them before agreeing to purchase a place on our 1-to-1 Coaching Programme. If You do not agree to be bound by these Standard Terms & Conditions, You will not be able to purchase a place on our 1-to-1 Coaching Programme.

1. Definitions and Interpretation

In these Standard Terms & Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means an account created by Us through which You may be given access to Coaching Materials;
“Agreement”	means the agreement between You and Us pursuant to which We shall provide the 1-to-1 Coaching Programme on the terms set out in these Standard Terms & Conditions;
“Coaching”	means the coaching services which We provide to You during the 1-to-1 Coaching Programme;
“Coaching Materials”	means any and all materials which We may provide to You during the 1-to-1 Coaching Programme;
“Coaching Session”	means the live sessions to be provided to You as part of the 1-to-1 Coaching Programme as described in the Agreement;
“Commencement Date”	means the Start Date set out in the Agreement;
“Confidential Information”	means information which is confidential in nature or which is or may be commercially sensitive, and which is disclosed as a result of or in connection with Your participation in Our 1-to-1 Coaching Programme. Confidential Information may include (but is not limited to): (1) information of a secret, sensitive or confidential nature which is disclosed by You to Us in the course of ‘Our 1-to-1 Coaching Programme; and (2) information of a secret, sensitive or confidential nature relating to Our business, dealings, affairs, practice, finances, trading, software or know-how, and includes any Coaching Materials; and in each case, whether that disclosure is made orally or in writing, and whether or not the information is expressly stated to be confidential or marked as such.

“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015 who enters into an agreement for their personal use and for purposes wholly or mainly outside the purposes of any business;
“Data Protection Legislation”	Means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data;
“Fees”	means the total fees payable by You to participate in the 1-to-1 Coaching Programme as set out in the Agreement;
“Intellectual Property Rights”	means: (a) any and all rights in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights), trade, business and company names, internet domain names and email addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights in or in relation to Our Confidential Information; (d) rights of the same or similar effect or nature as or to those in paragraphs (a), (b) and (c) which now or in the future may subsist; and (e) the right to sue for past infringements of any of the foregoing rights;
“Our Site”	means our website at [INSERT YOUR WEBSITE URL]
“Platform”	means the online platform through which We may release any Coaching Materials to You from time to time;
“Programme”	Means the 1-to-1 Coaching Programme to be provided to You by Us as described in the Agreement and on the terms set out in these Standard Terms & Conditions;
“Recordings”	means audio or video recordings of the Coaching Sessions made by Us which may be made available to You as part of the Coaching Materials;
“Term”	shall have the meaning set out in the Agreement;

“Us” or “We”	means the Coaching Provider named in the Agreement; and
“You”	means the person to whom We shall provide the Programme under the Agreement.

2. Agreement and Term

- 2.1 Under the Agreement, You and We have agreed that We will provide the Programme to You on the terms set out in these Standard Terms & Conditions.
- 2.2 The Agreement shall come into force on the Commencement Date and shall (unless You and We agree otherwise) expire at the end of the Term, unless it is terminated earlier in accordance with Clauses 10 – 12.

3. The Programme

- 3.1 The Programme to be provided by Us is described in the Agreement.
- 3.2 You authorise Us to make Recordings, solely for Your use and Ours during the term of the Agreement.
- 3.3 The Coaching provided by Us (and any persons engaged by Us) during the Programme under the Agreement will at all times be under Our exclusive supervision, direction and control.
- 3.4 We shall make all reasonable efforts to ensure that the general description of the Programme which appears on Our Site and in the Agreement corresponds to the actual Programme that will be provided to You. However, You and We understand that the precise contents of the Programme will vary from client to client, in accordance with the relevant client’s background and coaching needs.
- 3.5 We expect You to satisfy yourself that the Programme will meet Your needs. We do not make any guarantee that You will obtain a particular outcome or result or other opportunity from the Programme. Decisions as to whether and how to incorporate the principles covered in the Programme are entirely Your responsibility, and results for each client are different depending on a number of factors which are outside Our control.
- 3.6 You understand that any testimonials provided on Our Site and Our marketing communications do not and are not intended to represent or guarantee that any other recipient of the Programme, or of Our coaching generally, will receive the same or similar results. Results differ from client to client and are dependent on the relevant client’s commitment and effort and other factors which are outside Our control.
- 3.7 You understand that the Programme is not intended to be a substitute for legal, financial, medical, tax or other professional advice, and that it is Your responsibility to seek such independent professional advice where necessary. In particular, You must seek medical advice before making any changes to or ceasing to use any prescription medication or course of treatment.

4. Scheduling of the Coaching Sessions

- 4.1 The live Coaching Sessions will take place:
 - 4.1.1 online (via Zoom or similar online platform) unless agreed otherwise; and
 - 4.1.2 at a fixed time and date;
 in each case on the dates mutually agreed by You and Us in advance.

- 4.2 Unless otherwise agreed with Us in writing, the live Coaching Sessions must take place within the Term, and cannot be postponed until after its expiry. If for any reason You do not use one or more of the Coaching Sessions during the Term, You will not be entitled to any refund of the Fees, in whole or in part.
- 4.3 You may reschedule a Coaching Session to a mutually agreeable date within the Term, without additional charge, provided You give not less than 24 hours' notice in each case. Your ability to reschedule will in all cases be subject to Our availability.
- 4.4 If You cancel or reschedule a session other than in accordance with Clause 4.3, You may forfeit that session. For the avoidance of doubt, there will be no reduction or refund of Fees in respect of any forfeited Coaching Session.
- 4.5 If You arrive late for a session, the time for that session will be reduced accordingly. There will be no corresponding reduction or refund of Fees, and You will not be able to reschedule that session.

5. Our obligations

- 5.1 In providing the Programme to You, We shall act at all times with reasonable skill and care, consistent with prevailing standards in the life coaching industry in the United Kingdom. If We breach these terms, You may be entitled to a refund under Clause 11.1.
- 5.2 We shall ensure that any persons engaged by Us to provide the Programme to You have the requisite skills and experience to provide that Programme.
- 5.3 We will make every reasonable effort to provide the Programme in a timely manner, at the date(s) and time(s) agreed with You. In certain circumstances, including (but not limited to) where We encounter a technical issue, We may need to postpone the delivery of a live Coaching Session, and/ or Your access to any Coaching Materials. We shall use all reasonable endeavours to resolve any such issues. However, We shall not be liable for any delay in the provision of the Programme or access to the Coaching Materials due to technical issues or circumstances outside Our control or to any Event Outside Our Control as described in Clause 15.
- 5.4 Our obligations to You under the Agreement are limited to providing the Programme. Any request You may make for additional advice or assistance outside the Programme as described in the Agreement shall not be included in the Fee. We may at Our sole discretion decline to deal with any such request. If We do agree to deal with any such additional request under this Clause 5.4, We may impose an additional charge for Our time. Any such charge will be agreed with You in advance.
- 5.5 We undertake that, during the course of the Agreement and after its termination, We will not disclose or use Confidential Information disclosed by You to Us in connection with Your participation in the Programme unless:
 - 5.5.1 You have given Your written consent in advance;
 - 5.5.2 the Confidential Information becomes public knowledge other than by reason of Our unauthorised disclosure;
 - 5.5.3 the Confidential Information is provided to Us by a third party without breach of any obligation to You; or
 - 5.5.4 We are required as matter of law to disclose that Confidential Information.
- 5.6 For further information on Your rights as a Consumer, please contact Your local Citizens' Advice Bureau.

6. Your obligations

- 6.1 During the Term, You undertake to:

- 6.1.1 communicate honestly;
 - 6.1.2 provide promptly any information requested from You in connection with the Coaching process;
 - 6.1.3 be open to feedback and assistance;
 - 6.1.4 conduct Yourself in a responsible and courteous manner at all times;
 - 6.1.5 attend all live Coaching Sessions on time; and
 - 6.1.6 commit to and participate actively and fully in the Coaching process.
- 6.2 Prior to Your first live Coaching Session, You must inform us of any special physical, medical, mental health, psychological or emotional or other requirement or condition on which You are aware which might be relevant to Your participation in that session or in the Programme generally.
- 6.3 You may need to create an Account on the Platform to access the Coaching Materials, which will be accessed by entering a user ID and a password (together the **Log In Details**). You agree that You will not under any circumstances share Your Account or Your Log In Details with any other person. If You believe that Your Account or Your Log In Details are being used without Your permission, You must contact Us immediately at [include your admin email address here].
- 6.4 You understand and acknowledge the importance of the Confidential Information and Intellectual Property to Our business, and You accordingly warrant and undertake to comply at all times with Your obligations in relation to the Confidential Information and Our Intellectual Property Rights as set out in Clauses 8 and 9 below.
- 6.5 We reserve the right to suspend or terminate Your participation in the Programme and/ or Your access to the Coaching Materials if You materially breach the provisions of this Clause 6 or any of the other provisions of the Agreement. If We suspend or terminate Your participation in the Programme under this Clause 6.5, no refund shall be due to You in respect of the Fees (or any part thereof).

7. Our Fees

- 7.1 In consideration for Us providing the Programme to You, You agree to pay the Fees in accordance with this Clause 7.
- 7.2 The Fees for the Programme shall be the Fees set out in the Agreement. The Fees shall be exclusive of VAT (if charged) unless stated otherwise in the Agreement.
- 7.3 If We agree to accept payment of the Fees in instalments, and You default on payment of an instalment, all remaining instalments will immediately become due and payable.
- 7.4 Any fees charged by Your bank or Your debit or credit card provider in connection with Your payment of the Fees are for Your own account and We shall not be responsible for these.
- 7.5 You shall be responsible for all costs You incur in connection with Your access to the Programme, the Coaching Sessions and any Coaching Materials.
- 7.6 If the Fees are not paid in accordance with this Clause 7, We reserve the right to:
 - 7.6.1 charge interest on any overdue sum at the rate of 4% per annum above the base rate of the Bank of England from time to time. Interest under this Clause 7.6.1 will accrue from the due date for payment until the actual date of payment of the overdue sum, and is payable on demand;

7.6.2 suspend Your access to the Programme until payment of all outstanding Fees (together with any interest charged under Clause 7.6.1 above) is made in full; and/ or

7.6.3 terminate the Agreement, in accordance with Clause 12.1.

7.7 We make all reasonable efforts to ensure that the Fees shown on Our Site are correct at the time of going online. We reserve the right to change the Fees and to add, alter or remove special offers from time to time and as necessary. Changes in the Fees will not affect You if You have already entered into the Agreement.

8. Confidential information

8.1 As a result of Your participation in the Programme, You may receive Confidential Information (including but not limited to the Coaching Materials).

8.2 You undertake that You will, at all times during the continuance of the Agreement and after its termination:

8.2.1 keep confidential all Confidential Information;

8.2.2 not disclose (either directly or indirectly) any Confidential Information to any other person;

8.2.3 not use any Confidential Information other than for the purpose of Your participation in the Programme and subject to the Agreement; and

8.2.4 not make any copies of, record in any way or part with possession of any Confidential Information.

8.3 The obligations contained in this Clause 8 shall survive the Agreement.

9. Intellectual property

9.1 All Intellectual Property Rights subsisting in the Coaching Materials and any Recordings shall at all times remain Our exclusive property (or the property of Our licensors, as appropriate). Nothing in the Agreement shall vest in You any rights in the Coaching Materials or any Recordings or any other material provided by or belonging to Us (or Our licensors, as appropriate).

9.2 When We provide You with access to the Coaching Materials and any Recordings, We will grant You a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and use the Coaching Materials and any Recordings for Your own personal use. The licence granted to You does not give You any rights in the Coaching Materials (including any materials that We may licence from third parties) or in any Recordings.

9.3 You may not, for the term of the Agreement and at any time after its termination:

9.3.1 copy, record, reproduce, modify, rent, sell, publish, republish, sub-licence, post, broadcast, distribute, share or otherwise transmit the Coaching Materials or any Recordings (or any part of them) or make the Coaching Materials or any Recordings (or any part of them) available to any other person; or

9.3.2 use the Coaching Materials or any Recordings in the provision of any other course, training, mentoring, therapy or coaching.

9.4 If You become aware of any actual or threatened infringement of Our Intellectual Property Rights, You agree to inform Us immediately in writing.

10. Legal right to cancel and 'cooling off'

10.1 If You are a Consumer in the UK or the EU, You have the legal right to a "cooling off" period during which you can cancel the Agreement for any reason and obtain a refund.

This “cooling off” period begins on the day after the date on which You enter into the Agreement, and ends (a) when you access, download or stream any Coaching Materials; or (b) provided You have not accessed, downloaded or streamed any Coaching Materials, 14 calendar days from the day after the date on which You enter into the Agreement (the **Cooling Off Period**).

- 10.2 The Cooling Off Period does not apply if You enter into the Agreement wholly or mainly for the purpose of Your business.
- 10.3 If you wish to exercise Your right to cancel under Clause 10.1, You must inform Us of Your decision within the Cooling Off Period. You may inform Us in any way You wish. For Your convenience, a sample cancellation notice is included in the Schedule to these Standard Terms & Conditions. If You cancel by email, Your cancellation is effective from the date on which You send your cancellation. Any cancellation notice should be sent to Us by email at [\[insert your admin email address here\]](#).
- 10.4 If You schedule a 1-to-1 session during the Cooling off Period, and then subsequently cancel the Agreement during the Cooling Off Period, and have not accessed or downloaded any Coaching Materials, You will be required to pay the Fees representing the value of the 1-to-1 sessions You have received, as determined by Us. The balance of any Fees that have been paid by You will be refunded to You within 14 days of Your notice of cancellation. If You have accessed or downloaded any Coaching Materials, You will not be entitled to a refund.
- 10.5 Any refunds made under this Clause 10 will be made using the same payment method You used when paying the Fees.

11. Cancellation by You after the Cooling Off Period

- 11.1 You may cancel the Agreement outside the Cooling Off Period referred to in Clause 10.1 immediately if We have committed a material breach of the Agreement, You have given Us written notice of that breach, and We have failed to remedy the said breach within fourteen (14) days of Your notice.
- 11.2 If You wish to cancel the Agreement in accordance with Clause 11.1:
 - 11.2.1 You must inform Us by email at [\[your email address\]](#); and
 - 11.2.2 provided You are able to show that You are entitled to cancel the Agreement under Clause 11.1, We shall refund You for any Fees paid for any part of the Programme that You have not yet received, as at the date of Your cancellation.
- 11.3 Any refunds made under Clause 11.2 will be made using the same payment method You used when paying the Fees.
- 11.4 Subject to Clause 11.1 above, once the Cooling Off Period has expired, You may cancel the Agreement if You wish. However, You will continue to be liable for the Fees (or any part of them) due under the Agreement for the remainder of the Term and You shall not be entitled to a refund.

12. Our right to terminate the Agreement

- 12.1 We shall have the right to terminate the Agreement immediately if:
 - 12.1.1 You breach any of the terms of the Agreement including but not limited to:
 - 12.1.1.1 Your obligations as set out in Clause 6;
 - 12.1.1.2 Your obligation to pay the Fees in full and on time, in accordance with Clause 7; or
 - 12.1.1.3 Your obligations in respect of the Confidential Information (Clause 8) and Our Intellectual Property (Clause 9);

- 12.1.2 You are declared bankrupt or enter into a voluntary arrangement with creditors; or
- 12.1.3 You have in Our reasonable opinion acted in such a way as might affect Our goodwill or reputation, or Our ability to deliver the Programme to You or to other clients.
- 12.2 If We terminate the Agreement under Clause 12.1:
 - 12.2.1 any outstanding Fees shall immediately become due and payable by You; and
 - 12.2.2 You shall not be entitled to any refund of the Fees (in whole or in part).
- 12.3 We shall have the right to terminate the Agreement if an Event Outside Our Control occurs that continues for more than 60 days, or if We are unable to provide or continue to provide the Programme due to the non-availability of the necessary personnel and/ or materials, or for technical reasons.
- 12.4 We shall have the right to terminate the Agreement, at any time and for any reason, on 14 days written notice.
- 12.5 If We terminate the Agreement under Clause 12.3 or 12.4, You shall only be required to pay the Fees for that part of the Programme that We have already provided as at the date of termination. This sum will be deducted from any refund of Fees due to You.

13. Effects of cancellation or termination

- 13.1 Upon cancellation, termination or expiry of the Agreement:
 - 13.1.1 any outstanding Fees due from You to Us in accordance with the Agreement shall become immediately due and payable;
 - 13.1.2 The licence referred to in Clause 9.2 shall terminate;
 - 13.1.3 You will cease to have access to the Coaching Sessions and (unless We agree otherwise) any Coaching Materials;
 - 13.1.4 You undertake (if We so request) to destroy any soft or hard copies of the Coaching Materials that are in Your possession, custody or control, and to confirm to Us in writing that You have done so;
 - 13.1.5 You and We agree not to engage in any conduct or communications, public or private, intended or likely to have the effect of disparaging the other or damaging their interests;
 - 13.1.6 all clauses of the Agreement which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
 - 13.1.7 termination or cancellation shall not affect any remedy which the terminating party may have in respect of the event giving rise to the termination or cancellation or in respect of any breach of the Agreement which existed at or before the date of termination; and
 - 13.1.8 subject as provided in this Clause 13, and except in respect of any accrued rights, neither party shall be under any further obligation to the other.

14. Our liability

- 14.1 Subject to the remainder of this Clause 14, We will be responsible for any foreseeable loss and damage that You may suffer as a result of Our breach of the Agreement. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence, or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss and damage that is not foreseeable.

- 14.2 We make reasonable efforts to ensure that any Coaching Materials We provide are accurate, complete and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) in this regard. We are under no obligation to update the Coaching Materials after they are provided to You.
- 14.3 We shall not be liable to You for any inaccuracy or misleading information provided in the course of the Programme and/ or in the Coaching Materials, or for any reliance by You on any such information.
- 14.4 Our Programme and any Coaching Materials are intended for non-commercial use only. Accordingly, We shall not be liable in respect of any loss of profit, loss of business, interruption to business, loss of business opportunity, loss of goodwill or reputation or any indirect, special or consequential loss or damages.
- 14.5 Without prejudice to the generality of Clauses 14.1 - 14.4, all warranties and representations are excluded to the fullest extent permitted by law.
- 14.6 We (and the persons engaged by Us to provide the Programme) are not acting in the capacity of doctor, psychiatrist or other licensed or registered medical professional, and any advice given by Us or on Our behalf is not intended to take the place of such medical advice. We do not prescribe or provide medical services, or diagnose, treat or cure any disease, condition or other physical or mental ailment of the human body. Any changes in medication or treatment should be discussed with a doctor or psychiatrist, and You should not discontinue any prescription medication or treatment without first consulting Your doctor or psychiatrist.
- 14.7 Our total liability to You in respect of any claims arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Fees paid by You to Us under the Agreement.
- 14.8 Nothing in the Agreement seeks to exclude or limit Our liability for death or personal injury caused by Our negligence, or for fraud or fraudulent misrepresentation, or for any other liability which cannot be excluded by English law.
- 14.9 The provisions of this Clause 14 shall survive the termination or expiry of the Agreement.

15. Events outside Our control

We shall not be liable for any failure or delay in performing Our obligations under the Agreement where that failure or delay arises from a cause or event that is beyond Our control. Such causes or events may include, but are not limited to: power failure, internet service provider failure, service interruptions, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic, pandemic or other natural disaster or any other event that is beyond Our reasonable control.

16. Data Protection

- 16.1 All personal information that You and We may use shall be collected, processed and held in accordance with the provisions of the Data Protection Legislation and the data subjects' rights (including the rights of the parties to the Agreement) under the Data Protection Legislation.
- 16.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to the Privacy Notice which is available on request or on Our Site.

- 16.3 You hereby consent to Us holding, processing and accessing Your personal and special category or sensitive personal data for all purposes relating to provision of the Programme under the Agreement, in accordance with Our Privacy Statement and this Clause 16.

17. No Waiver

No failure or delay by Us in exercising any of Our rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by Us of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

18. Assignment, Sub-Contracting and Third Party Rights

- 18.1 We may transfer (assign) Our rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing.
- 18.2 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission.
- 18.3 We shall be entitled to perform any of Our obligations under the Agreement through suitably qualified and skilled sub-contractors.
- 18.4 The Agreement is between You and Us. No part of the Agreement is intended to benefit or confer rights on any other person, and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
- 18.5 Subject to the above provisions of this Clause 18, the Agreement shall continue and be binding on Your and / or Our transferee, successors and assigns, as required.

19. Severance

In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

20. Entire Agreement

- 20.1 The Agreement contains the entire agreement between You and Us with respect to its subject matter and supersedes and extinguishes all previous agreements, assurances, warranties, representations and understandings between You and Us with respect to its subject matter.
- 20.2 You and We acknowledge that, in entering into the Agreement, You and We do not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in the Agreement, and shall have no remedies in respect thereof.

21. Amendments to these Standard Terms & Conditions

We may revise these Standard Terms & Conditions from time to time. If We make changes to these Standard Terms & Conditions which will materially affect Your rights or obligations under the Agreement, We will give You written notice of the changes before they take effect.

22. Contact details, feedback and complaints

- 22.1 If You wish to contact Us with general questions, You may contact Us by email at [\[insert your admin email address\]](#). For matters relating to cancellations, please see Clauses 10 and 11 above.
- 22.2 We always welcome feedback from Our clients, and will use all reasonable endeavours to ensure that Your experience of the Programme is a positive one. If You do have any

complaint or issues with the Programme or services provided by Us, please contact Us as soon as possible at [\[insert admin email address\]](#). We will work collaboratively with You to resolve any such issues in a constructive way.

23. Law and Jurisdiction

- 23.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 23.2 As a Consumer, any dispute, controversy or claim arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts of England & Wales, Scotland or Northern Ireland as determined by Your residency.

SCHEDULE

MODEL CANCELLATION FORM

I hereby give notice that I wish to cancel the 1-to-1 Coaching Programme Agreement between us dated [insert date] (the **Agreement**).

I understand that if I have requested and received access to the Programme during the 14 day “cooling off” period and then cancel the Agreement during the “cooling off” period, I will be required to pay for that part of the Programme and any related services that have been provided to me at the point of cancellation.

Name of consumer:

Address of consumer:

Signature of consumer:

Date: