

Peakes Mastermind T&Cs

This Agreement ("**the Agreement**") is made on the date stated at the bottom of the Agreement between the Coach (as defined in Schedule 1) and the Client (as defined in Schedule 1 and being, "**You**" "**Your**" or "**the Client**") (together, "**the Parties**"). By signing this Agreement, the Parties are agreeing to abide by the terms and conditions of this Agreement as set out below.

Introduction

In accordance with the terms and conditions set out within this Agreement the Coach agrees to provide the Services as defined below to the Client in exchange for payment of the Fee (as defined below).

1. The Programme

1.1 By entering into this Agreement the Client understands and accepts that they are entering into a Mastermind programme for the provision of coaching and mentoring services (the "**Programme**") which is to be delivered by way of a 1-1 session and monthly group sessions (the "**Sessions**") in accordance with the terms of this Agreement.

1.2 The Programme is detailed and shall be delivered pursuant to the terms set out in Schedule 1 to this Agreement and the Sales Page the client has purchased through.

1.3 The total cost of the Programme ("**the Fee**") which the Client shall pay is set out in Schedule 1 together with the payment terms.

1.4 Once the Initial Payment (as defined in Schedule 1) has been received in cleared funds, the Coach shall confirm receipt to the Client and provide access to the Programme. The Programme will continue to roll with a **minimum term of 12 months.**

2. The Services

2.1 The services to be provided by the Coach as part of the Programme shall include coaching, mentoring and support services ("**the Services**") which are designed to support the Client in achieving growth within yourself and your business.

2.2 In delivering the Services the Coach agrees to provide them with reasonable care and skill.

2.3 In delivering the Services the Coach may engage the services of their employees, contractors and other third-party providers as necessary.

2.4 The Coach will deliver the Services by way of Sessions which will take place via Zoom, Skype or other online meeting facility.

2.5 The Coach will confirm the date and time of each Session by posting details of the session date and start time via the notification method referred to in Schedule 1

("Notice").

The Client understands and accepts that it is the Client's responsibility to check the method of Notice.

2.6 The Client understands and accepts that it is the Client's responsibility to attend the Sessions at the agreed time.

2.7 In the event the Coach is unable to attend a scheduled Session then the Coach will make all reasonable attempts to provide the Client with as much notice as possible and shall ensure that the Session is rescheduled to a mutually convenient time.

2.8 The Client accepts that since the Sessions are all group sessions, in the event the Client is unable to attend a Session or fails to attend a scheduled Session, then the Client shall simply forfeit the right to that Session. Sessions will not be rescheduled if the Client is unable to attend but recordings will be made.

2.9 In addition to the Services set out at Clause 2.1 above, the Client will get access to the Additional Support Services (if offered) which are detailed in Schedule 1. The Coach shall use reasonable endeavours to respond to the Additional Support Services within the response times stated in Schedule 1 provided that the Coach has been clearly tagged or otherwise clearly notified of such message or comment by the Client (where applicable). 2.10 Should the Client require any further contact in addition to the scheduled Sessions or the further contact as set out at Clause 2.9 above then such contact will be in addition to the Services agreed herein and a further agreement will need to be arranged and separate terms agreed.

2.11 In the event that the Client is invited to attend in person meetings, events, retreats or similar then the Client shall be responsible for arranging and funding their own travel, accommodation and any insurance in order to participate in such activities, which are outside of the mastermind days included in the cost.

2.12 The Coach reserves the right to make amendments, revisions or changes to the Programme or cancel, amend, change or reschedule any part of the Programme as is reasonably required by the Coach. The Coach shall not be liable to the Client for any changes or cancellations that are made.

3. Client's Obligations

3.1 The Client accepts and acknowledges that entering into this Agreement does not establish any form of legal business relationship and that the Coach is only liable to the Client in respect of the Services provided and to the extent as set out herein.

3.2 The Client accepts that as part of the Client's participation in the Programme they may be required to review and make decisions concerning their personal and home life, business and career, finances, lifestyle, education and development and health and wellness and that any such reviews, subsequent decisions, implementation and action will be the sole responsibility of the Client.

3.3 The Client accepts and understands that they are solely responsible for making decisions and taking appropriate action as a result of any matters reviewed or discussed during the Programme and that the Coach shall not be liable for the Client's failure to make decisions, put into action plans or strategy, or for any results whether direct or indirect arising out of the Client's participation in the Programme.

3.4 The Client understands and accepts that engagement in the Programme and acceptance of the Services is not a substitute for counselling or other therapy services. In the event that the Client is currently undergoing medical or other professional help concerning their mental

health then the Client should inform their practitioner of the existence of this Agreement and the extent of the Services being provided and inform the Coach if appropriate and relevant.

3.5 The Client acknowledges that it is their responsibility to attend the Sessions as agreed and during such sessions to participate fully and communicate openly and honestly.

3.6 The Client acknowledges and understands that the Programme is a group programme and that the Sessions are group sessions hosted by the Coach. The Client agrees to always conduct themselves in a reasonable and responsible manner during Sessions and the duration of the Programme and not to act in a manner which may cause offence, distress or alarm to any other member of the Group ("**Programme Participant**") or any other individual who is a member of any affiliated network and/or group of the Coach which the Client has access to.

3.7 In the event the Client acts in a way which is disruptive, or which causes offence, distress or alarm, to any other Programme Participant then the Client will be excluded from the Session and /or removed from any or all of the supporting online platforms in place for the Programme. Following such removal and exclusion the Coach will arrange a meeting with the Client to discuss the matter and to determine whether the Client will be removed and/or excluded permanently from the Programme. Such decision to be at the Coach's absolute discretion.

3.8 In the event the Client has any concerns as to the Coach's delivery of the Services or the Client's participation in the Programme in any way the Client agrees to notify the Coach of such concerns by email as soon as possible. The Coach agrees that upon receipt of notification of such concerns that the Coach will use reasonable efforts to work with the Client to resolve the Client's concerns.

3.9 The Client understands that, once signed, this Agreement can only be cancelled or terminated in accordance with the relevant provisions contained within this Agreement and that refunds only apply as set out in Clause 5.

3.10 The Client confirms that all information provided to the Coach, including information which is personal and/or confidential, is true, correct, up to date and complete. 3.11 The Client agrees and understands that participation in the Programme does not guarantee results or success. As part of the Programme the Client will have access to information, resources, people and support all designed to benefit the Client but it is the Client's responsibility to take action and to implement the necessary information received and/or skills or tools shared.

3.12 The Client accepts and understands that any materials and information provided during the course of the Programme and delivery of the Services is for general information purposes only and does not constitute legal or financial advice.

3.13 The Client agrees that they will not canvass, promote or advertise their products or services to any employee, client or contractor of the Coach or use their participation within the Programme to canvass, promote or advertise their products or services without the Coach's express consent, such consent not to be unreasonably withheld.

3.14 The Client agrees that during the Programme and for a period of 12 months afterwards, that they shall not solicit any of the Coach's clients or prospective clients without the Coach's express consent, such consent not to be unreasonably withheld.

3.15 The Client agrees that for the duration of the Programme and for a period of 24 months afterwards, that the Client will not employ, engage or attempt to induce, employ, solicit or entice away from the Coach any of the Coach's employees, or contractors that were engaged, employed or contracted to the Coach at any point during the period of the Programme without the Coach's express consent in writing, such consent not to be unreasonably withheld.

3.16 The Client agrees to indemnify and hold harmless the Coach for any action taken against the Coach due to the Client's violation or disregard of:

1. a) any provision of this Agreement;
2. b) the Client's participation in any way in the Programme.

4. Late Payment

4.1 The Client is responsible for ensuring that payment of the Fee or any instalment of the Fee is paid in full and on time in accordance with the payment terms set out in Schedule 1 to this Agreement.

4.2 If a Client's account is beyond 7 days overdue, the Coach shall be entitled to withhold delivery of Services until payment has been made in respect of the outstanding amount.

4.3 Without prejudice to any other right or remedy that the Coach may be entitled to, where a Client's account is beyond 7 days overdue then interest shall accrue and be added to the Client's account on a daily basis as from the date payment is due until full payment (including accrued interest) is received by the Coach. Interest will be calculated on the outstanding Fee at a rate of 3% over the Bank of England's base rate from time to time.

4.4 In the event a Client's account is beyond 30 days overdue the Coach shall be entitled to instruct a collection agent or solicitor to seek recovery of the Fee along with interest and any accrued costs incurred.

5. Refund Policy

5.1 No refund policy shall apply to the Client's purchase of the Programme save for Clause 5.2.

5.2 In the event an unforeseen or unexpected event arises that prevents the Coach from delivering the Programme and the Services as set out within this Agreement, then the Client may be entitled to a partial refund of the actual Fee paid as at the date of the event, based on a pro-rata calculation taking into account resources, materials and Sessions already provided and number of Sessions remaining. The decision to offer a refund in such circumstances is at the sole discretion of the Coach and will be decided on a case by case basis.

6. Termination

6.1 This Agreement may be terminated by either party providing written notice in accordance with the terms of this Agreement in the following circumstances:

- a) either Party commits a material breach, and in the event that it is a breach being capable of remedy, the Party in breach fails to remedy the breach within 14 days of being notified of the breach by the other Party: or
- b) either Party commits a material breach which is incapable of being remedied.

6.2 The Coach will be entitled to limit the Services or suspend, and/or terminate the Agreement without refund of any Fee, whether paid or remaining due and payable, if the Coach reasonably determines that the Client:

- a) is becoming disengaged, disruptive or if the Client impairs the participation or progress of the Programme and/or provision of the Services in particular for the other Programme Participants. For the purposes of this Agreement the terms disengaged and disruptive shall be given their ordinary dictionary meaning and examples of such behaviour shall include, but not be limited to, displaying a lack of interest in the Services, repeatedly missing Sessions to be without reasonable justification or reason, failing to positively contribute to discussions during Sessions or other contact, repeatedly ignoring or failing to respond to emails or other messages, communicating in a way which is abusive or intended to cause offence to the Coach or any other Programme Participant; and/or
- b) is failing to follow or abide by any of the terms set out within this Agreement or any other terms or guidelines as may be agreed whether such action constitutes a material breach or not.

6.3 Upon termination for any reason, the Client's access to all Services, access to any private social media accounts or groups, and any other online resources, will be removed, unless expressly agreed otherwise. The Coach will not be liable to the Client for any claims relating to the removal of that access.

7. Confidentiality, Intellectual Property and Data Protection

7.1 In order to maximise the efficiency and results of the Programme the Client accepts that they and other Programme Participants will be encouraged to disclose personal and / or confidential information. The Coach understands and respects the value of such information and shall not, either directly or indirectly, communicate or disclose, make available to, or use for his/her own benefit or for the benefit of any other person or entity, the Client's ideas, know-how, business practices, concepts and techniques, plans, trade secrets, and other confidential and/or proprietary information

(collectively, "**Confidential Information**") that the Client may disclose to the Coach or that may be disclosed as part of the provision of the Services to which this Agreement relates.

7.2 Confidential Information for the purposes of this Agreement excludes any information that:

a) was already known to the Coach prior to being provided with that information by the Client;

2. b) is already accessible in the public domain;

3. c) is provided to the Coach by a third party separately from this Agreement and without any breach of the terms of this Agreement; or d) is produced, developed, or collated by the Coach independently of the Client and without any breach of the terms of this Agreement.

7.3 In the event information is provided to the Coach by the Client which causes the Coach to fear that the Client is at risk of danger to themselves or others then in such circumstances the Coach will be permitted to disclose such information as is necessary for the protection of the Client or others.

7.4 This clause will not apply in the event the Coach is subject to a relevant court or other form of legal or statutory order requiring disclosure by the Coach.

7.5 By entering into this Agreement the Client hereby agrees and undertakes. a) not to infringe any of the Coach's or any other Programme Participant's copyrights, patents, trademarks, trade secrets or other intellectual property rights;

b) that any Confidential Information disclosed by the Coach, or another Programme participant is confidential and proprietary, and belongs solely and exclusively to the Coach or the Programme Participant that disclosed it;

c) not to disclose such Confidential Information to any other person or use it in any manner other than in discussion during Programme sessions.

d) that all materials, information and any data provided by the Coach or a Program Participant are that individual's confidential and proprietary intellectual property and belong solely and exclusively to them, and may only be used by the Client as expressly authorised by the Coach or the Programme Participant; and

e) the reproduction, distribution, and/or sale of any information or materials provided during provision of the Services or at any time thereafter by anyone but the Coach is strictly prohibited. The Client agrees that in the event of any breach of their obligations contained in

this Agreement then damages, loss or irreparable harm may arise and that in such circumstances the Coach will be entitled to seek relief, including injunctive relief against the Client.

7.6 As part of delivery of the Services the Coach will provide certain materials and resources under licence. These materials shall include, but not be limited to, Programme handouts, workbooks, Programme materials and resources. Where any of the materials and resources provided by the Coach contain intellectual property belonging to a third party and not the Coach, the use of that material will be governed by that third party's terms and it shall be

the Client's responsibility to seek consent to use that material. The Coach will not be liable to the Client in respect of the Client's use or attempted use of materials which contain intellectual property belonging to a Third Party.

7.7 The Coach will grant to the Client a personal, limited, non-transferable, non-exclusive, revocable licence to access and use the materials and resources provided as part of the Programme solely for the Client's business purposes and for the purposes as intended by this Agreement.

7.8 The Client must not use any of the materials or resources provided by the Coach during delivery of the Programme for:

a) any commercial purpose or benefit without first obtaining the Coach's express written permission and relevant licence if applicable;

b) any purposes which are unlawful, would cause harm or distress to another person or would cause damage to our business or reputation.

7.9 No recording of any of the Programme Sessions or any live webinars or video resources that are shared by the Coach as part of the Programme is permitted without the Coach's express consent.

7.10 In respect of the Services to be provided under this Agreement the parties agree that in relation to any information, whether confidential or not, that is shared between the Parties that they shall be individually responsible to comply with any and all relevant data protection laws and legislation.

7.11 Any information or data that is provided by the Client pursuant to this Agreement, including Confidential Information, will be maintained by the Coach and stored, accessed and processed in accordance with recognised data protection legislation. Full details of how the Coach processes personal data reference should be made to the Privacy Notice displayed at the Coach's website.

7.12 Both Parties agree to take appropriate steps to keep all information safe and secure and to protect against loss and destruction, including accidental, and any unlawful or unauthorised processing.

7.13 Both Parties agree to providing a copy of all information held upon receipt of a proper and reasonable data request. Any such request shall be dealt with in a reasonable time.

7.14 All documentation and information provided to the Coach during the course of the

Programme will be retained in accordance with relevant retention guidance for a period of no less than 6 years.

7.15 The obligations set out within this Clause 7 shall survive the termination of this Agreement.

8. Liability

8.1 The Coach has made every effort to accurately represent the Programme and the Services. Any testimonials and/or examples of results experienced are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual's success depends on many factors, including his or her background, dedication, desire, and motivation. As with any business endeavour, there is an inherent risk of loss of capital and the Coach makes no guarantee, representation or warranty with respect to the Services provided.

8.2 The Coach will not be liable to the Client for any indirect, consequential or special damages.

8.3 In the event damages are incurred by the Client as a result of the Coach's default or violation of any of the terms of this Agreement, the Coach's entire liability under this Agreement is limited to the amount paid by the Client to the Coach as at the time the loss is sustained.

8.4 During the term of this Agreement and at any time thereafter, the Client agrees to take no action which is intended, or would reasonably be expected, to harm the Coach, her agents, employees, contractors, or clients, or its or their reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to the Coach, her agents, employees, contractors, or clients.

9. Notice

9.1 Where reference in this Agreement is made to the provision of a notice then any such notice shall be validly served if sent by email, or first-class post to the address of the other party as set out in this Agreement and shall be deemed served as follows:

8.5 In the event a dispute arises in connection with this Agreement and the provision of the Services which is incapable of being resolved by mutual consent then the Parties agree to submit the matter for mediation by an independent mediator. In the event a resolution is still not possible following mediation then legal action shall be commenced.

8.6 The Parties agree that they have adequate Insurance cover to meet any liabilities that may arise in connection with this Agreement.

10. General

10.1 The failure of either Party to actively enforce any provision of this Agreement shall not prevent that party from subsequently seeking to enforce any term or obligation of this Agreement and any such failure shall not constitute a waiver, diminution or limitation of any right.

10.2 In the event any provision of this Agreement is deemed to be invalid, or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.

10.3 This is the entire agreement between the Parties and supersedes all other negotiations, drafts, correspondence, and discussions prior to the execution of this Agreement.

10.4 Every effort will be made to carry out this Agreement and provide the Services, but the Coach shall not be liable for any delay or failure in provision of the Services should the Coach be prevented or delayed by reason of an Act of God, Strike, War, Riots, Lock Outs, Fire, Flood, Accident, Delays in Transit, any Act or Omission of a Telecommunications officer or Third Party Supplier of Services, or any other circumstances beyond the Coach's control. In such circumstances time of delivery of Services shall be extended until a reasonable time after the event preventing or interfering with the due execution, and under no circumstances will the Coach be liable for any loss or damage suffered by the Client as a result thereof.

10.5 The Coach acknowledges the importance of telecommunications to the delivery of the Programme and agrees to use all reasonable endeavours to provide reasonable contingency provisions to limit any impact or delay which may be caused to the provision of the Services by delay or failure of Telecommunications services. Nothing in this provision will affect the application of this clause where an unexpected event occurs.

10.6 This Agreement is formed in the United Kingdom, the principal place of business for the Coach and this Agreement and the rights of the parties to this Agreement shall be governed by the laws of England and Wales. The Parties to this Agreement submit to the exclusive jurisdiction of the Courts of England and the laws from time to time in force.

10.7 The Client agrees that no other representations have been made by the Coach to induce the Client into entering into this Agreement and no modification to the terms of this Agreement shall be effective unless in writing and signed by both parties.

10.8 Save as provided for in clause 8.4 the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

10.9 The Client acknowledges that he/she has been given sufficient time to seek legal advice prior to entering into this Agreement.

Agreement will be signed through your onboarding forms or application forms we ask you to complete. There will be a tick box for you to confirm that you agree to all of the above before submission.

Once you have clicked and signed to agree this contract is legally binding.

Thank you

Nicola Peake