

## Coaching agreement for Connect and Reflect programme

### 1. Summary of key terms

<b>Contents of Programme</b>	[See website at [INSERT WEB PAGE ADDRESS]] OR [See Schedule below] <b>[NOTE: IT IS BETTER TO HAVE A PERMANENT RECORD OF WHAT WAS AGREED SO A SCHEDULE IS BETTER THAN A WEBSITE (WHICH CAN CHANGE) IF POSSIBLE]</b>
<b>Total payment due if paid in full on registration</b>	£330 (full price) £270 (discounted for active Careering Into Motherhood Coaches)
<b>Cancellation</b>	If you are purchasing as a consumer (please see paragraph 6.5 below) you may cancel the Contract within 14 days of the date of your registration.

### 2. Application of terms and conditions

- 2.1.** These terms and conditions (“Terms”) apply to the Connection and Reflection coaching Programme (“Programme”) operated by Coachmind Consulting (“we” or “us”). By registering to be a participant in our Programme, you agree to the following Terms and that these prevail over any inconsistent terms or conditions contained, or referred to, elsewhere or as implied by law, trade custom, practice or course of dealing.
- 2.2.** The agreement is between us and you, the person or entity registering to be a participant in the Programme (“you”) and which is subject to these Terms (“Contract”), shall come into effect upon us emailing you to confirm our acceptance of your registration form for the Programme and shall continue until terminated in accordance with these Terms.
- 2.3.** If you are purchasing online, the order process will be as follows:
- 2.3.1.** Use the Calendly interface to make your booking;
  - 2.3.2.** Follow the Stripe Instructions to make your payment;
  - 2.3.3.** We will send you an email acknowledging your order and confirming whether we have accepted your order.
  - 2.3.4.** If you make an error in your order at any stage, you may email us at coach@coachmind.net to correct it.
- 2.4.** If you are purchasing online, you should print a copy of these Terms for your records as we will not be filing a copy and we may change these Terms from time to time.

- 2.5.** These Terms should be read in conjunction with our Website Terms of Use, Privacy Policy and Acceptable Use Policy (all of which can be found on our website [www.coachmind.net](http://www.coachmind.net))).
- 2.6.** Any content posted or submitted by you to our site or in our forum or any contribution on group sessions in the course of the Programme is subject at all times to the Acceptable Use Policy.
- 2.7.** Where you are a corporate entity, “you” as used in these Terms shall be deemed to include your officers and employees and you shall procure that such officers and employees fully comply with these Terms.

### **3. Programme**

- 3.1.** The Programme shall be provided over the course of 6-weeks and shall be delivered by a combination of online sessions, and follow-up emails.
- 3.2.** The date and time of all sessions are as set out on the site or as otherwise communicated to you, but are subject to change. We will provide you with as much notice of any change as is possible but we shall not be liable to you in any way for any change to such dates or times. Please check the site and your email regularly for updates on changes to dates and times.
- 3.3.** The materials we deliver as part of the Programme do not in any way constitute advice or recommendations. We are providing training and guidance only. We advise you on your individual circumstances in good faith.
- 3.4.** You agree to indemnify us against any claim from any third party (and associated costs and expenses (including professional fees)) arising out of your actions or inactions while at a venue as part of the Programme.
- 3.5.** Group sessions shall start and end at the scheduled times regardless of the time that you join the session. If you are late for a group session, the session will not be extended and we shall not be obliged to refund you any amounts in relation to such session.
- 3.6.** The online sessions of the Programme are held on third party secure servers and we have taken all reasonable steps to ensure that the online content will be available at all times during the course of the Programme but in the event that such content (or any content added by you or other participants in the Programme) is not available in whole or in part at any time, or becomes corrupted, is deleted or is failed to be stored, we shall have no liability in any circumstances.
- 3.7.** You will need access to Zoom video calls and email to attend the course.

### **4. Payment**

- 4.1.** The total price payable for the Programme is as set out in the summary of key terms above.
- 4.2.** Payment is to be made by any method that is detailed on our site from time to time.

- 4.3. Without prejudice to any other right or remedy that we may have, if any sum payable under these terms is not paid within 7 days of the date due, we reserve the right to (i) charge interest from the date due for payment to the actual date of payment at the rate of 4% above the base rate of the Bank of England from time to time in force and/or (ii) suspend the availability of the Programme until such time as payment is made or the Contract is terminated.
- 4.4. The total price payable as set out in the summary of key terms is inclusive of Value Added Tax (and any other applicable taxes or duties) which shall be added at the applicable rate where necessary..
- 4.5. All payments are non-refundable other than as set out in paragraph [6.5 and 8.2] below.

## **5. Our obligations**

- 5.1. We warrant to you that the Programme and Programme materials purchased from us are of satisfactory quality and reasonably fit for the purpose for which the Programme is supplied.
- 5.2. Other than as set out in paragraph 5.1 above, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of coaching and the fact that your success is dependent on a number of factors over which we have no control, we do not guarantee any particular results.
- 5.3. We will endeavour to ensure that all information that we provide is accurate and up-to-date but we shall not be liable for any claims arising from such information being inaccurate or not up-to-date or otherwise.
- 5.4. You acknowledge that in the course of the Programme you may have access to other Programme participants confidential information and you agree not to use or disclose to any third party such confidential information. This restriction does not apply to:
- (a) any use or disclosure authorised by you or required by law;
  - (b) any use or disclosure which you consider necessary or advisable in order to prevent illegal acts or harm to others; or
  - (c) any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.
- 5.5. If you are buying as a consumer (as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 – namely you are buying the Programme as an individual acting for purposes which are wholly or mainly outside of your trade, business, craft or profession, you may cancel the Contract within 14 days of the date of you registering for the Programme by emailing us at [coach@coachmind.net](mailto:coach@coachmind.net) stating your clear intention to cancel. If we receive such email within 14 days of the date of you

registering for the Programme, we shall provide you with a full refund of the amount paid by you up to such date within 14 days of the day on which we received your valid notice of cancellation and usually by the method originally used by you to pay for your purchase.]

- 5.6.** You hereby request immediate performance of the Contract and acknowledge that you will lose your right of withdrawal from the Contract once the service contract is fully performed. If you cancel the Contract before the services have been fully performed, you agree that you will pay for the supply of the service for the period for which they are supplied. The amount payable will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.
- 5.7.** You agree that we may begin the supply of digital content not on a tangible medium before the end of the cancellation period set out in paragraph 6.5 above and you acknowledge that you will lose your cancellation rights in relation to such digital content.
- 5.8.** You acknowledge that your personal data will be processed by and on behalf of us as part of us providing the Programme to you in accordance with our Privacy Notice that you can view at [www.coachmind.net](http://www.coachmind.net).

## **6. Intellectual Property**

- 6.1.** We are the owner or the licensee of all Intellectual Property Rights and all other rights in the Programme and all content within the Programme and nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the Programme or the content of the Programme to you or to any other person.
- 6.2.** You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials (or any of the ideas and concepts created by us and contained in the content or materials) contained in the Programme.
- 6.3.** We grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence to use all or any of the content of the Programme for the purposes for which the Programme was provided only.
- 6.4.** Except as set out in paragraph 6.3, you may not use any of our intellectual property rights at any time except where duly licensed. Use of our logo is strictly prohibited without our prior written consent.
- 6.5.** You may not without our prior written consent make any audio or visual recordings of any part of our Programme.
- 6.6.** We may from time to time record the Programme being delivered during your attendance. You authorise us to use your image and voice in any such recordings without payment, other condition or need for further consent.

**6.7.** You are not permitted to sell or promote products or services to other participants in the Programme at or during any part of our Programme without our prior written permission. You shall not contact any participants of the Programme other than in relation to progressing within the Programme.

**6.8.** The provisions of this paragraph 6 shall survive termination of the Contract.

## **7. Term and termination**

**7.1.** The Contract shall continue until the end of the Programme when the Contract shall expire other than for the Terms that are specifically stated to remain in force. For the avoidance of doubt, the license granted in paragraph 6.3 shall terminate automatically on termination or expiry of the Contract.

**7.2.** Notwithstanding the provisions of paragraph 8.1, either of us may terminate the Contract on written notice to the other with immediate effect if at any time:

**7.2.1.** The other commits any serious or repeated breach or non-observance of any of the provisions of these Terms; or

**7.2.2.** The other (i) makes a resolution for its winding up, (ii) makes an arrangement or composition with its creditors, (iii) makes an application to a court of competent jurisdiction for protection from its creditors, (iv) is unable to pay its debts, (v) ceases trading or an administration or winding-up order is made or an administrator or receiver is appointed in relation to such party, (vi) is declared bankrupt or (vii) is convicted of a custodial offence (other than a road traffic offence); or

**7.2.3.** The other party commits any fraud or dishonesty or acts in any manner which in the opinion of the terminating party brings or is likely to bring the terminating party into disrepute or is materially adverse to the interests of the terminating party.

**7.3.** We may terminate the Contract without any liability to make any refund to you if your continued participation in the Programme is in our opinion causing disruption to the running of the Programme or to other participants.

**7.4.** Where you have set up recurring payments, it is your responsibility to terminate these payments following termination of the Contract.

**7.5.** On or before the date of termination of the Contract, you shall immediately pay any unpaid fees or other sums payable under these Terms (which for the avoidance of doubt shall include any remaining instalments regardless of the point at which the Contract is terminated).

**7.6.** Termination of this agreement shall not affect the accrued rights, remedies, obligations and liabilities of either of us as at the date of termination of this Contract, including the right to

claim damages in respect of any breach of the Contract which existed at or before the date of termination.

7.7. Any delay by us in exercising our right to terminate the Contract shall not constitute a waiver of our right to terminate or to seek any other remedy.

7.8. Paragraphs which expressly or by implication have effect after termination of the Contract shall continue in full force and effect after the date of termination of the Contract.

7.9. This paragraph 8 shall survive termination of the Contract.

7.10. Where the Contract expires, this shall be treated as a termination for the purposes of paragraph 8.7 and all other paragraphs that refer to "termination".

## **8. Liability**

8.1. Nothing in this paragraph 9 shall limit our liability for death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.

8.2. We shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by the you as a result of you entering into the Contract and/or us providing the Programme.

8.3. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall in all circumstances be limited to the price paid by you for the Programme.

8.4. Any claims to be brought under or arising out of the Contract must be brought within 6 months of the date of the event giving rise to the claim.

8.5. If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control (including our illness or incapacity or that of any member of the team involved in providing the Programme), we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

8.6. We may make changes (and shall not be liable for any additional costs incurred by you or for any other liability incurred by you as a result of changes) in (i) the Programme, (ii) any other content, (iii) the location of venues, (iv) the time and date of sessions or (v) the delivery mode of the sessions (for example changing an in person session to an online session) (vi) trainers, instructors or coaches.

8.7. The provisions of this paragraph 9 shall survive termination of the Contract.

8.8. You acknowledge and agree that:

8.8.1. The Contract constitutes the entire agreement and understanding between us and supersedes any previous arrangement, understanding or agreement between us relating to the provision of the Programme (which shall be deemed to have been terminated by mutual consent);

8.8.2. in entering into the Contract you have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the provision of the Programme other than as expressly set out in the Contract.

## 9. General

9.1. By registering for our Programme you warrant that:

9.1.1. You are legally capable of entering into binding contracts; and

9.1.2. You are at least 18 years old; and

9.1.3. You are resident in England and Wales, or if outside of England and Wales, you agree that all disputes will be argued under English Law.

9.1.4. That all information you provide us with is materially true and accurate at all times and not misleading in any way.

9.2. You accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

9.3. We may vary these Terms (other than the price payable by you for the Programme) as we see fit from time to time and if we do, we shall notify you by email of the change of terms. Your continuation with the Programme will be deemed to be your acceptance of any new Terms. [Where there has been a material change to the Terms, if you do not wish to accept the new Terms and provide us with written notice of this within 7 days of our email to you setting out the changes to the terms, the Contract will terminate immediately without further notice and we will refund to you a pro rata amount of any sums paid by you for the Programme in advance, for sessions that you are no longer able to take due to such termination.]

- 9.4. The Contract is personal to you and you may not assign, transfer, charge, subcontract, sublicense or deal in any other manner with all or any of your rights under the Contract.
- 9.5. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.
- 9.6. If we fail to insist upon strict performance of any of your obligations under the Contract, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is in writing.
- 9.7. If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 9.8. A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 9.9. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.
- 9.10. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 9.11. We each irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
- 9.12. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.



## **SCHEDULE**

### **DESCRIPTION OF THE PROGRAMME**

**WHAT** Online Connect and Reflect Small-Group Coaching for Coaches

**WHEN** 3 June 2024 – 15 July 2024

**WHO** Erika Erasmus Practitioner Psychologist (HCPC), Chartered Psychologist (AFBPsS)

**WHERE** Online using Zoom and email

**HOW** 90 minute meetings