

## Coaching Agreement

Dear Customer,

Thank you for choosing Nanny McPhoebe, Please read these terms and conditions carefully. **By taking part in coaching sessions you are deemed to accept these terms and conditions. Please print off a copy for future reference if you are viewing this online.**

### 1. Definitions

In this Agreement, the following words shall have the following meanings:

“**Coach**” means Phoebe Strodl, Blumenstr 11, 82467, Garmisch Partenkirchen, Germany

“**Confidential Information**” means all of your personal information, details and data of any kind including information of which the Coach shall have gained knowledge in the course of or in connection with the performance of this agreement

“**Fees**” means the fees charged under Clause 4.

“**Services**” means the provision by the Coach to you of coaching advice as selected on the confirmation form and more particularly described in the **Appendix** at the end of these terms and/or such other services as may be agreed from time to time by the parties.

“**Term**” means the period in which this agreement continues in force as specified in Clause 3 (term)

### 2. Appointment of Coach

You hereby engage the Coach to supply the Services during the Term and the Coach hereby accepts such engagement upon these terms and conditions. Your entitlement to take part in any coaching sessions, consultations or workshops will only arise when the Coach has dispatched the order confirmation and received full payment of all sums due in respect of the coaching, consulting or workshop(s) unless other payment arrangements have been agreed in writing with you.

### 3. Term

Your coaching will start on the date stated on the order confirmation and shall continue for the period agreed on the order confirmation and any agreed extension of such period.

### 4. Fees

You agree to pay to the Coach the Fees set out on the order confirmation before the consultation, coaching session or workshop starts. If you fail to make any payment in full on the due date under this agreement, you may be asked to pay interest on the outstanding amount to the Coach. Such interest shall accrue at the rate of 3% above the base lending rate of the Bank of England from time to time and accrue on a daily basis from the due date until the date of payment, whether before or after judgment.

### 5. Coach's obligations

The Coach will provide the Services in accordance with the **Coaching Rules and Guidelines** attached. However, the Coach may make alterations to the content of the coaching programmes/workshops and the fee structure and reserves the right to do so by giving you reasonable notice in writing at any time without liability.

### 6. Your obligations

You agree to abide by the **Coaching Rules and Guidelines** attached.

### 7. Confidentiality and data protection

7.1. The Coach shall not itself disclose to any person, firm or company any of the information disclosed by you during the sessions (“Confidential Information”) (save to employees of the Coach whose duties require such disclosure to be made) and the Coach shall not use any of the Confidential Information for its own purposes nor for any purposes other than the provision of the

Services *PROVIDED THAT* the Coach may disclose Confidential Information to the extent specifically authorised by you.

7.2. The restrictions contained in Clause 7.1 shall cease to apply to any information or knowledge to the extent that

- 7.2.1. it comes within the public domain other than through breach of Clause 7.1 or
- 7.2.2. is required or requested to be divulged by any court, tribunal or governmental authority with competent jurisdiction; or
- 7.2.3. if required by law or the Coach in its absolute discretion believes that someone may be harmed .

7.3. Any personal data that the Coach collects from you will be kept secure and the Coach will fully comply with all applicable UK Data Protection and consumer legislation from time to time in place.

## **8. Intellectual property**

8.1. The copyright in any course materials or systems which are used or provided by the Coach in connection with the Services shall remain vested in the Coach or the licence owner. You may use such documents or systems only for purposes directly related to the Services and shall not make copies of such documents, nor use the same for any purpose not directly related to the Services without the prior written approval of the Coach.

## **9. Liability**

9.1. The Coach shall exercise reasonable skill, care and diligence in the discharge of its obligations under this agreement, but its liability for omissions and errors in the Services arising from the default of the Coach shall be limited to a maximum aggregate liability equal to the Booking Fee payable by you.

9.2. Nothing in this agreement shall exclude or in any way limit the Coach's liability to you for fraud, death or personal injury caused by its negligence or any liability which may not be excluded or limited as a matter of law.

9.3. The Coach gives no guarantee that by attending and/or completing the coaching with the Coach that you will experience success in any business or activity that you may carry on following the coaching.

9.4. The Coach is not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to loss of income or revenue, loss of business, loss of profits, contracts or potential contracts or loss of anticipated savings.

9.5. The Coach is not liable for additional costs due to changes in workshops, courses, content, venues or trainers. Every effort will be made to provide reasonable notice where possible.

## 10. Consultations and handouts or workshop materials

- 10.1. Any handouts or workshop materials that the Coach sends to you following dispatch of the order confirmation will be at your risk from the time of delivery. Ownership of any course materials will only pass to you when the Coach receives full payment of all sums due in respect of the service/s purchased.
- 10.2. E-books and videos: Due to the digital nature of the e-books and videos, no automatic right of refund or cancellation exists after an e-book or video has been purchased by you in accordance with Regulation 13 of the Consumer Protection (Distance Selling) Regulations 2000. This does not affect your statutory rights.

## 11. Termination and cancellation of sessions

- 11.1. The Coach may terminate this agreement immediately by notice in writing to you, if you repeatedly fail to follow the Coaching Rules and Guidelines or fail to pay. In which case the Coach shall be entitled to receive the Fees to the end of the effective date on which termination occurs.
- 11.2. If you enter into this agreement over the telephone or on line, then in accordance with the Distance Selling Regulations you have the right to change your mind and cancel the agreement (known as your "Cooling-Off Rights"). In order to do so, you must notify the Coach in writing within 7 days of receiving the order confirmation or within 7 days of receipt of the course materials (whichever occurs first) and the Coach will refund your Fees within 30 days. If applicable, you must also return all course materials immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the course materials while they are in your possession. If you fail to comply with this obligation, the Coach may have a right of action against you for compensation. If you wish to receive coaching immediately, you agree to waive your Cooling-Off Rights.
- 11.3. In all other cases, cancellation and rearrangement of sessions is in accordance with the **Coaching Rules and Guidelines** attached.

## 12. Events beyond the Coach's control

- 12.1. The Coach will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these terms that is caused by events outside its reasonable control (known as a "Force Majeure Event").
- 12.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond the Coach's reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.
- 12.3. The Coach's performance under these terms is deemed to be suspended for the period that the Force Majeure Event continues, and the Coach will have an extension of time for performance for the duration of that period.

### **13. Governing law**

This agreement and any non-contractual obligations arising in connection with it shall be governed by English law. The English courts shall have exclusive jurisdiction to determine any dispute arising in connection with this agreement, including disputes relating to any non-contractual obligations.

Last updated on 1.05.2020