

# COACHING AGREEMENT

**Date:**

**Parties:**

<b>Company, we, us, or our</b>	Name: JYY Consulting Ltd Company number: 16769308 Registered Address: 167-169 Great Portland Street, 5th Floor, London, United Kingdom, W1W 5PF Phone: Email:
<b>Client, you, your</b>	Name: Company number: Registered Address: Phone: Email:

**Background:**

1. The Company is engaged in the business of providing professional Coaching Services, including business, leadership, and performance coaching to entrepreneurs, executives, and organisations.
2. The Client wishes to engage the Company to provide the Coaching Services (as defined below) to the Client.
3. The parties are entering into this agreement to record the terms and condition on and subject to which the Company will provide the Services to the Client in the manner provided in this agreement.

**Key Agreement Details:**

<b>Effective Date</b>	[date of this Agreement]  OR  Means the earlier of (i) the date on which both parties sign this Agreement, and (ii) the date on which the Client makes their first payment of any Fees (including deposits or part-payments) under this Agreement.  This Agreement shall take effect on the Effective Date. The Client acknowledges that making any payment towards the Fees constitutes acceptance of the terms of this Agreement, regardless of whether the Agreement has been signed at that time.
<b>Coaching Services</b>	[agreed details of the Coaching Services]
<b>Participant(s)</b>	[individuals from the Client entity receiving the Coaching Services.]
<b>Session time</b>	[agreed day and time for weekly calls], unless otherwise agreed in writing
<b>Fees</b>	The Fees for [number] of sessions shall be [£insert], payable in full in advance at the time of booking.  OR  For a monthly arrangement of 4 sessions per month, the Fess shall be [£insert] per month, payable monthly in advance on or before the first day of each month.  OR

	For an annual arrangement of [number] sessions purchased for [duration] , the Fess shall be [£insert] per month, payable monthly in advance on or before the first day of each month.
<b>Term</b>	As mentioned in clause 3(a) of this Agreement.

Executed by the parties as an agreement on the date mentioned in the beginning of this agreement.

**EXECUTED by JYY Consulting Ltd** )  
**(Company Number 16769308)** )  
 )  
 )

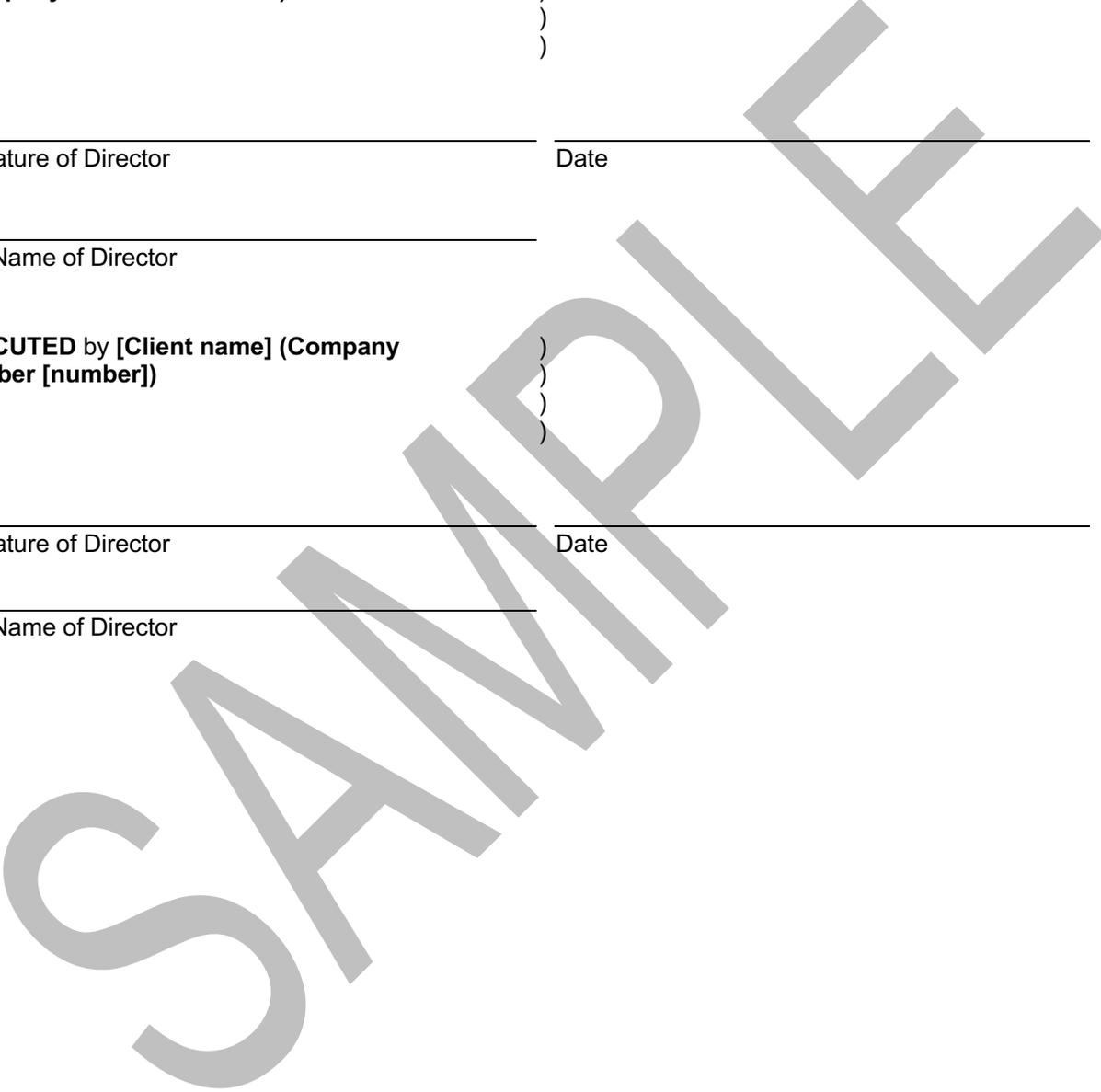
\_\_\_\_\_  
 Signature of Director Date

\_\_\_\_\_  
 Full Name of Director

**EXECUTED by [Client name] (Company** )  
**Number [number])** )  
 )  
 )

\_\_\_\_\_  
 Signature of Director Date

\_\_\_\_\_  
 Full Name of Director



## AGREED TERMS AND CONDITIONS

These terms and conditions, together with the Key Agreement Details and any additional terms mutually agreed in writing (“**Agreement**”) set out the terms under which the Company shall provide the Coaching Services to the Client.

### 1. HOW TO READ THIS AGREEMENT

#### 1.1 MEANING OF CAPITALISED WORDS AND PHRASES

Unless otherwise defined elsewhere in this Agreement, capitalised words and phrases used in this Agreement have the meaning given:

- (a) in the definitions in clause 2 of this Agreement;
- (b) by the word immediately preceding any bolded and bracketed word(s) or phrase(s); or
- (c) to that word or phrase in the Statement of Work.

#### 1.2 ORDER OF PRECEDENCE

Unless otherwise expressly agreed in writing, in the event of any inconsistency between these terms and conditions and a Statement of Work, these terms and conditions will prevail to the extent of such inconsistency.

### 2. DEFINITIONS

In this Agreement, the following words and phrases have the following meaning:

<b>Term</b>	<b>Meaning</b>
<b>Business Day</b>	A day (other than a Saturday, Sunday or any other day which is a public holiday) on which banks are open for general business in London, United Kingdom.
<b>Coaching Resources</b>	means all Material including Confidential Information provided to you or the Participants in connection with the Coaching Services.
<b>Coaching Services</b>	means the particular business coaching services purchased by you as described in the Key Agreement Details.
<b>Confidential Information</b>	means information of, or provided by, a party that is by its nature confidential information, is designated as confidential, or that the recipient of the information knows or ought to know is confidential (including without limitation all information exchanged between the parties, Material, diaries, journals, brochures, newsletters, marketing Material, documents, charts, tailored or customised plans, the subject matter of this Agreement, emails, communications, audio and video recordings, audio and video meetings), but does not include information which is, or becomes, without a breach of confidentiality, public knowledge.
<b>Company IP</b>	means all Materials owned or licensed by the Company, including all Coaching Resources and any Intellectual Property Rights attaching to those Materials.
<b>Fees</b>	means the fees set out in the Key Agreement Details.
<b>Intellectual Property Rights</b>	means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, trade, business, domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this Agreement.

<b>Term</b>	<b>Meaning</b>
<b>Laws</b>	means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the jurisdiction(s) of the United Kingdom.
<b>Material</b>	means tangible and intangible information, documents, plans, reports, drawings, designs, instructional videos, email summaries, podcasts (including podcasts with guest speakers), software (including source and object code), inventions, concepts, data and other materials in any media whatsoever.
<b>Participants</b>	Means the individuals whose names and details are set out in Schedule 1 to this Agreement, to whom Coaching Services shall be provided.
<b>Personnel</b>	means employees, secondees, agents and subcontractors (who are individuals), including employees and contractors (who are individuals) of subcontractors.
<b>Statement of Work</b>	means a written document, in the form set out in Schedule 2, signed by both parties, setting out the specific details of the coaching services to be provided under this Agreement, including (where applicable) the number of sessions, duration, fees, and any additional terms agreed between the parties.
<b>Websites</b>	Means collectively, the Company's website at <a href="http://jyyconsulting.com">jyyconsulting.com</a> and coaching website: <a href="http://daringtosucceed.com">daringtosucceed.com</a> .

### 3. TERM OF THIS AGREEMENT

- (a) This agreement will start on the Effective Date mentioned in the Key Agreement Details, and continue in effect until:
  - (i) the completion of the [number]<sup>th</sup> coaching session purchased by the Client; or
  - (ii) the termination of this Agreement in accordance with clause 14.
- (b) The parties may agree to extend this Agreement by mutual agreement by signing a Statement of Work setting out the details of the additional sessions to be provided. The terms and conditions of this Agreement will apply to all Statements of Work agreed in writing between the parties.

### 4. SERVICES

#### 4.1 GENERAL

- (a) In consideration for the payment of the Fees, the Company will provide the Participants with the Coaching Services.
- (b) Unless otherwise agreed in writing, the Company may, in its sole discretion:
  - (i) not commence providing the Participants with, or access to, the Coaching Services until you have paid the applicable Fees; and
  - (ii) withhold delivery of Coaching Services until you have paid the applicable Fees in respect of any Coaching Services.
- (c) The Client acknowledges and agrees that it is entering into this Agreement on its own behalf and on behalf of the individuals mentioned in Schedule 1 ("**Participants**"). The Client represents and warrants that it has full authority to bind the Participants to this Agreement, and that, by entering into this Agreement, the Client is binding each Participant to comply with all obligations, restrictions, and conditions set out herein as if they were a direct party to this Agreement.
- (d) The terms and conditions in this Agreement form a legally binding agreement between (i) the Client, (ii) the Participants, and (iii) the Company.

## 4.2 ONE-ON-ONE COACHING

- (A) **(Applicability)** This clause applies for any one-on-one coaching sessions purchased as part of the Coaching Services (“**Sessions**”).
- (B) **(Timing)**
- (i) It is the Client’s responsibility to ensure the relevant Participant attends the Sessions at the agreed time as set out in the Key Agreement Details.
  - (ii) If the Client or a Participant is late or fails to attend a Session, the Client will not ordinarily be entitled to a refund or reschedule. However, where the Client provides a genuine reason for the delay or non-attendance (for example, unexpected traffic delays or connection issues), the Company may, at its sole discretion and on a case-by-case basis, allow the Session to be rescheduled.
- (C) **(Video Conference)** A Session may occur via a third party online video conferencing application, for instance, Microsoft Teams (“**Session Platform**”), which the Company will notify the Participant of, prior to their Session. It is recommended that the Participant downloads the Session Platform prior to the Session's scheduled start time. The Client agrees to the Session Platform's terms and conditions, and its policies (which are included here by reference) apply to the Coach’s provision of the Sessions to the Participant.
- (D) **(Session Platform Issues)** Any technical or other issues with the Session Platform should be directed to the Session Platform to troubleshoot the issue. The Company will not be liable for any loss or damage suffered as a result of or in connection with issues on the Session Platform.
- (E) **(Rescheduling or Cancellation of Session by the Company)** If the Company is late or unable to deliver a scheduled Session, the Client will be entitled to reschedule that Session at their convenience within the same month or the following month, without any additional charge.
- (F) **(Cancellation of Session by the Client or Participant)**
- (i) The Client may cancel or reschedule a Session by giving the Company not less than 2 (two) Business Days’ prior written notice before the scheduled start time of the Session. Where such notice is given, the Session may be rescheduled at a mutually agreed time within the same month (or, if not possible, the following month).
  - (ii) If the Client fails to provide 2 (two) Business Days’ prior written notice, the Session shall be deemed forfeited and no refund or reschedule shall be available, unless otherwise agreed by the Company in its sole discretion.
  - (iii) The Company reserves the right to provide the Client an alternate Session time if a Session is cancelled with less than 2 Business Days’ prior written notice and may decide to do so at its sole discretion.

## 4.3 GROUP COACHING SERVICES

- (a) **(Applicability)** The same terms relating to attendance, lateness, cancellation, and rescheduling set out in this Agreement shall apply equally to “**Group Sessions**”.

For the purposes of this Agreement, a “**Group Session**” means a coaching session attended by more than one individual Participant nominated by the Client. The Client shall remain responsible for ensuring that all Participants are aware of, and comply with, the terms of this Agreement relating to the conduct and attendance of the Group Sessions.

## 4.4 COACHING RESOURCES

- (a) As part of providing the Coaching Services, the Company may provide the Client and/or the Participants with Coaching Resources.
- (b) The Client and/or the Participants are granted a limited, revocable, non-transferrable and non-exclusive licence to use the Coaching Resources for non-commercial purposes during the Term.
- (c) The Client and/or the Participants must not and must not attempt to copy, screenshot, reproduce, adapt, vary, distribute, sell, modify, publish or otherwise commercialise any

part of the Coaching Resources without the Company's prior written consent, except as expressly contemplated by this Agreement.

- (d) Upon expiry of the Term or termination of this Agreement in accordance with clause 14 you must (and must procure that each Participant) immediately delete or destroy all copies of the Coaching Resources that you and/or the Participants have downloaded or are in possession of, including all electronic copies, comprising, or containing any Company IP. Further, your access to the Company's Google Drive or any other cloud storage, if applicable, will be revoked with immediate effect.
- (e) (Recording of Sessions)
  - (i) Coaching sessions may be recorded (audio and/or video) for the purposes of note-taking, reflective practice, quality assurance, and enhancing the coaching experience. The Client will be informed in advance whenever a session is to be recorded.
  - (ii) The Client may, at any time, request that a Session is not recorded, either in whole or in part. If such a request is made, the Company will pause or stop the recording accordingly.
  - (iii) The Client may request the deletion of any previous recordings relating to their Sessions. Upon receiving such a request, the Company will delete the relevant recording(s) within a reasonable period of time, unless retention is required for legal or regulatory purposes.
  - (iv) Recordings of Sessions are confidential and will not be shared with third parties without the Client's explicit written consent, unless required by applicable law. Access to recordings will be restricted to the Company and the Client for the purposes stated above.

## 5. SOCIAL MEDIA GROUPS

### 5.1 GENERAL

- (a) The Coaching Services may include access to certain social media groups, such as WhatsApp groups ("**Social Media Groups**").
- (b) If applicable, the Company will provide you with all required information to access the relevant Social Media Groups.

### 5.2 WARRANTIES

By posting any information, Materials or other content on any Social Media Groups ("**Posted Material**"), each Participant represents and warrants that:

- (a) it is authorised to provide the Posted Material;
- (b) the Posted Material is accurate and true at the time it is provided;
- (c) any Posted Material which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
- (d) the Posted Material is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
- (e) the Posted Material does not infringe any copyright, trade mark, design, patent, trade, business, domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in the United Kingdom and throughout the world ("**Intellectual Property Rights**");
- (f) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Websites or any network or system; and
- (g) the Posted Material does not breach or infringe any applicable laws.

## 6. DISCLAIMERS

### 6.1 NO PROFESSIONAL ADVICE

- (a) All information provided by us as part of the Coaching Services is general information and is based on the information you provide to us.

- (b) The Coaching Services are not intended to constitute, and should not be relied upon as, medical, psychological, psychiatric, or other professional advice. The Company does not act in the capacity of a psychologist, psychiatrist, medical practitioner, or other healthcare professional in providing the Coaching Services.
- (c) The Client and the Participants should obtain specific medical or other professional advice before relying on the Coaching Services. By not seeking such advice, the Client accepts the risk that the information provided as part of the Coaching Services may not meet their personal needs.

## 6.2 NOT MEDICAL ADVICE

The Participants are responsible for creating and implementing their own physical, mental and emotional well-being, decisions, choices, actions and results arising out of the Coaching Services. The Participants acknowledge and agree that:

- (a) any recommendations the Company makes as part of the Coaching Services (including but not limited to recommended activities) are not given as a professional opinion and you should obtain a professional opinion from your doctor before following any recommendation from the Coaching Services; and
- (b) coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease. If you are currently under the care of a mental health professional, it is recommended that you inform the mental health care provider of the coaching engagement contemplated by this Agreement.

## 6.3 RISK

The Company is not responsible for any of the Client's or the Participant's actions, decisions or choices and any methods and techniques implemented by the Client or a Participant in relation to its affairs are done so at their own risk. By not seeking appropriate professional advice, the Client and/or the Participant accept the risk that the information contained in the Coaching Services may not meet their specific needs, circumstances or goals.

## 6.4 NO GUARANTEED OUTCOME

- (a) All information provided as part of the Coaching Services is an opinion only, based on the Company's experience.
- (b) To the maximum extent permitted by applicable Laws:
  - (i) The Company does not guarantee any particular outcome if you rely on the Coaching Services; and
  - (ii) The Company will not issue any refunds if the Company or the Participants do not experience the growth or results that they expected.

## 7. CLIENT'S AND PARTICIPANT'S OBLIGATIONS

### 7.1 PROVIDE INFORMATION AND LIAISON

- (a) The Client and the Participants must provide the Company with documentation, information and assistance, as reasonably required for the Company to perform the Coaching Services.
- (b) The Client and the Participants agree to liaise with the Company for the purpose of enabling it to provide the Coaching Services.

### 7.2 ACCESS REQUIREMENTS

Each Participant must ensure that it has access to a computer, laptop or telephone, and a stable internet connection, to be able to receive the Coaching Services.

### 7.3 COMPLIANCE WITH LAWS

The Client and the Participants warrant that by receiving or requesting the Coaching Services, or during receiving or requesting the Coaching Services, they will not:

- (a) breach any applicable Laws;
- (b) do anything which may cause the Company to breach any Law;
- (c) breach any rules, regulations or directions of any government department or authority; or

- (d) infringe the Intellectual Property Rights or other rights of any third party or breach any duty of confidentiality.

#### 7.4 CLIENT CONDUCT

- (a) The Client and the Participants shall conduct themselves respectfully and professionally during all interactions with the Company, whether in person, online, or by any other means of communication.
- (b) The Client and the Participants shall not engage in any behaviour that is abusive, offensive, harassing, discriminatory, or otherwise inappropriate towards the Company or any other participants in the Coaching Services.
- (a) The Company reserves the right, without liability, to suspend or terminate the Client's and/or a Participant's access to the Coaching Services immediately in the event of a breach of this clause. In such circumstances, the Client shall not be entitled to any refund of fees paid and shall remain liable for any unpaid fees.

#### 8. PAYMENT

- (a) (**Payment obligations**) Unless otherwise agreed between the parties in writing, the Client must pay the Fees for the Coaching Services in accordance with these terms of this Agreement and any payment terms set out in the relevant invoice issued for the Fees.
- (b) (**Currency**) The Fees under this Agreement are denominated in Pounds Sterling (GBP), which shall be the official currency for all purposes under this Agreement.

For the convenience of certain clients, the Company may agree that payment be made in the Client's local currency, provided that:

- (i) the applicable localised Fee is expressly stated and locked in this Agreement or the relevant Statement of Work; and
- (ii) any such local currency payment shall be deemed equivalent to the GBP amount specified, based on the agreed conversion rate at the time the localised Fee was set (which may be determined by the Company using a reasonable methodology and is not required to reflect a spot or market rate).

The Client acknowledges and agrees that once a localised Fee has been agreed and documented, it shall remain fixed and shall not be subject to adjustment due to fluctuations in currency exchange rates.

Where payments are made in a currency other than GBP, the Client shall ensure that the full equivalent amount of the agreed Fee (net of any exchange rate fluctuations, transfer fees, withholding taxes, or charges) is received by the Company.

- (c) (**VAT**) Unless otherwise indicated, amounts stated in this Agreement do not include VAT. In relation to any VAT payable for a taxable supply by the Company, the Client must pay the VAT subject to the Company providing a tax invoice.
- (d) (**Online payment partner**) The Company may use third-party payment providers ("**Payment Providers**") to collect payments for the Coaching Services and we are currently using Stripe. The processing of payments by the Payment Providers will be, in addition to this Agreement, subject to the terms, conditions and privacy policies of the applicable Payment Provider and the Company is not liable for the security or performance of the Payment Provider. The Company reserves the right to correct, or to instruct the Payment Provider to correct, any errors or mistakes in collecting your payment.
- (e) (**Pricing errors**) In the event that the Company discovers an error or inaccuracy in the price at which you purchased the Coaching Services, it will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing the Coaching Services at the correct price, or cancelling your purchase. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment.
- (f) If you do not pay an amount due under this Agreement on or before the date it is due:

- (i) the Company may immediately suspend the delivery of all Sessions and revoke the Client's access to any Materials until full payment has been received in cleared funds;
- (ii) the Company may seek to recover the amount due by referring the matter to a collection agency; and
- (iii) the Client must reimburse the Company for any costs the Company incurs, including any legal costs, in recovering the amount due or enforcing any of the Company's rights and remedies under this Agreement and under law and equity.

## 9. PRIVACY AND SECURITY

- (a) The Client and the Participants acknowledge and agree that the Company will collect, use and disclose your personal data in accordance with the Company's Privacy Policy ("**Privacy Policy**") enclosed with this Agreement. By agreeing to this Agreement, you agree to the terms of the Privacy Policy.
- (b) The Company shall at all times process Client's and each Participant's personal data in accordance with applicable data protection legislation, including, but not limited to, the Data Protection Act 2018, The General Data Protection Regulation (GDPR), the UK GDPR and any other legislation or government issued regulations or guidance that apply to personal data in the United Kingdom.
- (c) While the Company will use its best efforts to ensure that the information, data or other electronic materials ("**Personal Data**") that is being backed-up or stored as part of the Coaching Services will be stored securely, the Company will not be liable for any unauthorised use, destruction, loss, damage or alteration to the Personal Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.
- (d) The Company does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Coaching Services. You should take your own precautions to ensure that the process that you employ for accessing the Coaching Services does not expose you to risk of viruses, malicious computer code or other forms of interference.
- (e) Subject to your agreement of non-disparagement of the Company and the Coaching Services, you or a Participant may publish general information about what they have learnt from the Coaching Services, online or on social media (or both), provided such information is general in nature and does not cover any of the actual content or information covered in the Coaching Services.
- (f) The Company may ask you or a Participant to provide accreditation to it by reference or hashtag if you make such a publication. The Company reserves the right to require you to remove any such publications or remove any accreditation. For the avoidance of doubt, nothing in this clause shall prevent you or a Participant from leaving a truthful review of the Coaching Services in public.
- (g) Where the Client is located outside the United Kingdom (or the European Economic Area), the parties acknowledge that the provision of Coaching Services may involve the transfer of limited personal data (such as Participant names, contact details, and session notes) across borders. The Company will process such personal data in accordance with applicable data protection laws, including the UK GDPR and the Data Protection Act 2018, and will take reasonable steps to ensure that any international transfers are subject to appropriate safeguards (for example, standard contractual clauses or equivalent measures).

## 10. CONFIDENTIALITY

### 10.1 CONFIDENTIAL INFORMATION

The Client and the Participants shall not, during or after the Term, disclose Confidential Information directly or indirectly to any third party except:

- (a) with the Company's prior written consent;
- (b) as required by Law; or
- (c) to the Client's Participants on a need to know basis for the purposes of performing its obligations under this Agreement ("**Additional Disclosees**").

### 10.2 BREACH

If the Client or a Participant becomes aware of a suspected or actual breach of this clause 10 by it or an Additional Disclosee, it will immediately notify the Company in writing and take reasonable steps required to prevent, stop or mitigate the suspected or actual breach.

### 10.3 USE

The Client or a Participant may only use the Confidential Information of the Company for the purposes of exercising its rights or performing its obligations under this Agreement.

### 10.4 RETURN

On termination of this Agreement, the Client and each Participant must promptly return or destroy all Confidential Information in its possession or control.

### 10.5 ADDITIONAL DISCLOSEES

The Client and each Participant shall ensure that the Additional Disclosees keep the Confidential Information confidential on the terms provided in this clause 10. The Client and each Participant shall, when requested by the Company, arrange for an Additional Disclosee to execute a document in a form reasonably required by the Company to protect Confidential Information.

## 11. INTELLECTUAL PROPERTY

### 11.1 COMPANY IP

- (a) The Company grants each Participant a non-exclusive, royalty free, non-transferable and revocable licence to use the Company IP to the extent required for the Participant to use, enjoy the benefit of or exploit the Coaching Services.
- (b) Neither the Client nor any Participant shall acquire Intellectual Property Rights in any Company IP under this Agreement or as part of receiving the Coaching Services.

## 12. WARRANTIES

To the maximum extent permitted by applicable Laws, all express or implied representations and warranties not expressly stated in this Agreement are excluded.

## 13. LIABILITY

- (a) (**Limitation of liability**) To the maximum extent permitted by applicable Law, the Company's maximum aggregate liability to the Client and each Participant in respect of loss or damage sustained by it under or in connection with this Agreement is limited to the total Fees paid by the Client under this Agreement.
- (b) (**Indemnity**) The Client and each Participant agree at all times to indemnify and hold the Company and its Personnel harmless ("**those indemnified**") from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by the Client, a Participant or the Client's Personnel's:
  - (i) breach of any term, covenant, obligation, undertaking or provision of this Agreement; or
  - (ii) negligent, fraudulent or criminal act or omission.
- (c) (**Consequential loss**) The Company will not be liable for any indirect, incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection

with this Agreement or any services provided by the Company, except to the extent this liability cannot be excluded under applicable Law.

## 14. TERMINATION

### 14.1 TERMINATION FOR CONVENIENCE

- (a) This Agreement shall automatically terminate upon the completion of all Sessions purchased by the Client under this Agreement, unless extended by mutual agreement in writing through a Statement of Work for additional sessions.
- (b) Either party may terminate this Agreement by giving the other party not less than 30 (thirty) calendar days' prior written notice.
- (c) In the event of such termination, the Company shall refund to the Client any Fees paid in advance for Sessions that have not yet been used as at the effective date of termination. Fees for Sessions already delivered or attended shall be non-refundable.
- (d) This clause 14.1 does not affect the requirement for the Client to provide at least 2 (two) Business Days' prior notice in respect of any scheduled Session, in accordance with the cancellation terms of this Agreement.

### 14.2 TERMINATION FOR CAUSE

Either party ("**Non-Defaulting Party**") may terminate this Agreement immediately by written notice to the other party ("**Defaulting Party**") if the Defaulting Party is in breach of any term, provision, covenant, undertaking, representation, warranty or obligation mentioned in this Agreement and either:

- (a) makes disparaging or defamatory remarks about the Company, its business or the Coaching Services; or
- (b) engages in any inappropriate behaviour toward the Company or its Personnel;
- (c) fails to remedy such breach within 14 days of receiving notice from the Non-Defaulting Party requiring it to remedy such breach; or
- (d) that breach is not capable of remedy.

### 14.3 EFFECT OF TERMINATION

Upon termination of this Agreement:

- (a) you will no longer have access to any further Coaching Resources;
- (b) you will no longer have access to any applicable Social Media Groups;
- (c) your access to the Company's Google Drive or any other cloud storage will be revoked with immediate effect;
- (d) you must immediately destroy or delete all copies of Coaching Resources that have been downloaded or that are otherwise in your possession, including all electronic copies, comprising or containing any Company IP;
- (e) each party must immediately return to each other party, or (if requested by that party) destroy, any documents in its possession or control containing Confidential Information of the other party; and
- (f) any Fees paid are non-refundable, unless otherwise determined by the Company in its sole and absolute discretion.

### 14.4 SURVIVAL

Clause 8(f), 10, 11, 13, 14.3, 14.4, 16, 17, 18, and any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this Agreement will survive and be enforceable after such termination or expiry.

## 15. FORCE MAJEURE

- (a) A "**Force Majeure Event**" means any occurrence beyond the control of the Affected Party which prevents the Affected Party from performing an obligation under this agreement (other than an obligation to pay money), including any:

- (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
  - (ii) strike or other industrial action;
  - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
  - (iv) decision of a government authority in relation to COVID-19, or other epidemic or pandemic, to the extent the occurrence affects the Affected Party's ability to perform the obligation.
- (b) If a party ("**Affected Party**") becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
- (v) reasonable details of the Force Majeure Event; and
  - (vi) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (c) Subject to compliance with clause 15(b), the relevant obligation will be suspended during the Force Majeure Event to the extent that the obligation is affected by the Force Majeure Event.
- (d) The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible and resume performing the relevant obligation.

## 16. COMPLAINTS AND DISPUTE RESOLUTION

### 16.1 COMPLAINTS

- (a) The Company values Client and Participant satisfaction and will use reasonable efforts to address any concerns relating to the Coaching Services provided.
- (b) If the Client is dissatisfied with any aspect of the Coaching Services, the Client must notify the Director of the Company in writing at [insert email address] as soon as reasonably practicable, providing full details of the nature of the complaint.
- (c) The Company may request additional information to assess the complaint, which the Client must provide promptly. The Director will make a preliminary determination as to whether the complaint has merit.
- (d) If the Company determines that the complaint does not have merit, it will notify the Client in writing, and the matter will be treated as closed.
- (e) If the Company determines that the complaint has merit, it will use reasonable efforts to resolve the issue directly with the Client in good faith within 30 days from the date of such determination.
- (f) If the complaint cannot be resolved in accordance with this clause, a "**Dispute**" shall be deemed to have arisen between the parties, to be handled in accordance with clause 16.2 (*Dispute Resolution*) of this Agreement

### 16.2 DISPUTE RESOLUTION

- (a) A party claiming that a Dispute has arisen under or in connection with this Agreement must not commence court proceedings arising from or relating to the Dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause 16.2.
- (b) A party that requires resolution of a Dispute which arises under or in connection with this Agreement must give the other party or parties to the Dispute written notice containing reasonable details of the Dispute and requiring its resolution under this clause 16.2.
- (c) Once the Dispute notice has been given, each party to the Dispute must then use its best efforts to resolve the Dispute in good faith. If the Dispute is not resolved within a period of 30 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the Dispute may take legal proceedings to resolve the Dispute.

## **17. NOTICES**

- (a) Where a clause requires a notice to be sent:
  - (i) the parties will use the email addresses set out in the Key Agreement Details; and
  - (ii) refer to the name and date of this Agreement in the subject heading.
- (b) If no email address is stated, notice may be sent to the email address most commonly used by the parties to correspond in relation to this Agreement at the time the notice is sent.
- (c) The notice will be considered to be delivered 24 hours after it was sent, unless the sender has reason to believe the email failed to send or was otherwise not received.

## **18. GENERAL**

### **18.1 GOVERNING LAW AND JURISDICTION**

- (a) This Agreement is governed by the law applying in England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement.
- (b) Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (c) If the Client is contracting as a consumer, nothing in this Agreement shall exclude or limit any rights or remedies to which the Client is entitled under the mandatory consumer protection laws of the country in which the Client is habitually resident. In the event of any conflict between such mandatory laws and the terms of this Agreement, the relevant mandatory consumer protections shall prevail.

### **18.2 BUSINESS DAYS**

If the day on which any act is to be done under this Agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this Agreement expressly specifies otherwise.

### **18.3 AMENDMENTS**

Unless otherwise expressly provided in this Agreement, this Agreement may only be amended in accordance with a written agreement between the parties.

### **18.4 WAIVER**

No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

### **18.5 SEVERANCE**

Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this Agreement is not limited or otherwise affected.

### **18.6 JOINT AND SEVERAL LIABILITY**

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

### **18.7 ASSIGNMENT**

A party shall not assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

### **18.8 COUNTERPARTS**

- (a) This Agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this Agreement and all together constitute one Agreement.
- (b) Transmission of the executed signature page of a counterpart of this Agreement by e-mail (in PDF, JPEG or other agreed format) or execution and delivery of this Agreement through an electronic signing platform or any other agreed e-signature tool shall each take effect as delivery of an executed counterpart of this Agreement. If this method of delivery is

adopted, without prejudice to the validity of the Agreement so executed, each party shall, if requested, provide the others with the original of such counterpart (or confirmation of electronic execution) as soon as reasonably possible thereafter.

- (c) No counterpart shall be effective until each party has executed and delivered at least one counterpart.

#### 18.9 COSTS

Except as otherwise provided in this Agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Agreement.

#### 18.10 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this Agreement.

#### 18.11 INTERPRETATION

- (d) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (e) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (f) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (g) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (h) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (i) **(this Agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (j) **(document)** a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (k) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (l) **(includes)** the word "includes" and similar words in any form is not a word of limitation;
- (m) **(written or in writing)** includes communication via email; and
- (n) **(adverse interpretation)** no provision of this Agreement will be interpreted adversely to a party because that party was responsible for the preparation of this Agreement or that provision.

**SCHEDULE 1 – List of Participants**

**[names, address, email and mobile numbers of all Participants]**

SAMPLE

**SCHEDULE 2 – Form of Statement of Work**

**STATEMENT OF WORK**

**SOW Number:**

**SOW Start Date:**

**SOW End Date:**

**1 STATEMENT OF WORK**

Service Name	Scope of Service	Number of Sessions	Number of Participants

**2 FEES**

Fees			
Service	Amount (+ VAT)	Due Date	Payment Method
	<b>Flat Fee:</b> [£insert]	[Payable on the first day of each month.] OR [Payable in advance before the commencement of the Coaching Services.]	

This Statement of Work is made pursuant to the Coaching Agreement previously entered into between the parties. The terms of the Company Agreement are incorporated into this Statement of Work.

By signing below, the parties agree to be bound by this Statement of Work, in addition to the terms of the Coaching Agreement dated [date] executed between the Company and the Client.

**EXECUTED by JYY Consulting Ltd** )  
**(Company Number 16769308)** )  
 )  
 )

\_\_\_\_\_  
 Signature of Director Date

\_\_\_\_\_  
 Full Name of Director

**EXECUTED by [insert Client Name]** )  
**(Company Number [insert])** )  
 )  
 )

\_\_\_\_\_  
 Signature of Director Date

\_\_\_\_\_  
 Full Name of Director