**Notes for use of this document**

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**Instructions for Completion:**

1. **Read through the whole document and ensure you understand and are happy with the content.**
2. **Complete all of the sections highlighted by gold text, or enclosed within square brackets [ ].**
3. **Review the whole document again and delete any remaining gold text. There should be NO gold text remaining in your document.**
4. **You are now ready to start using your document.**

**This document is a one-to-one coaching agreement template. It should be used when you are delivering coaching services by way of individual sessions directly to your client.**

**ONE TO ONE COACHING AGREEMENT**

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 including any Schedules, the Coach agrees to provide the Services as defined below to you in exchange for payment of the Fee (as defined below).

1. **The Programme**
	1. By entering into this Agreement, you understand and accept that you are entering into a programme for the provision of coaching services (the **“Programme”**) which is to be delivered by way of individual one to one sessions (the **“Sessions”**) in accordance with the terms of this Agreement.
	2. The Programme is detailed and shall be delivered pursuant to the terms set out in Schedule 1 to this Agreement.
	3. The total cost of the Programme (**"the Fee"**) which you shall pay is set out in Schedule 1 together with the payment terms.
	4. Once the Initial Payment (as defined in Schedule 1) has been received in cleared funds, the Coach shall confirm the date of the first Session.
	5. This Agreement will begin when the Agreement is signed and will continue until the date set out in Schedule 1, or until the last Session is delivered, whichever is the earliest, unless the Agreement is terminated earlier in accordance with the terms set out within this document.
2. **The Services**
	1. The Services to be provided by the Coach as part of the Programme shall include [enter the type of services you are delivering. For example: coaching, mentoring and support. This a brief, overview statement NOT a detailed description of each and every part of your services. You will be able to add a detailed description in the Schedule] services (**“the Services”**) and are detailed further in Schedule 1.
	2. In delivering the Services the Coach agrees to provide them with reasonable care and skill [**If you are providing your coaching services to a consumer then please add** ‘and shall ensure that the Programme is of satisfactory quality, fit for purpose, and as described].
	3. In delivering the Services the Coach may engage the services of their employees, contractors, and other third-party providers as necessary.
	4. The Coach will deliver the Services by way of the Sessions which will take place via [enter details of the method you will use to deliver coaching sessions to your clients. For example: Zoom, Skype or other online meeting facility or face to face].
	5. You understand and accept that it is your responsibility to schedule the Sessions with the Coach by [enter the method your clients can use to arrange their coaching sessions with you. For example: ‘by email’ or ‘via Acuity or Calendly’] or other method of contact as expressly agreed by the Coach.
	6. You must schedule your first Session to take place within [add the timescale for your client to schedule their first Session. For example: 14 days] from the date this Agreement is signed. If you fail to schedule your first Session within this timescale then you will forfeit the right to that first Session. All remaining Sessions should be scheduled to take place before this Agreement ends as set out in clause 2.3 above, otherwise once the Agreement ends you will forfeit the right to any outstanding Sessions.

**[This clause requires your clients to book their sessions in advance and reminds them that sessions must take place in a certain time period. You can delete this clause if you do not want to have a time limit in place].**

* 1. In the event the Coach is unable to attend a scheduled Session then the Coach will make all reasonable attempts to provide you with as much notice as possible and shall ensure that the Session is rescheduled to a mutually convenient time.
	2. You understand and accept that it is your responsibility to attend the Sessions at the agreed time and you agree to provide the Coach with at least [enter time limit for clients to cancel their coaching session with you. For example: 24 hours] notice of any intention to cancel a scheduled Session. In the event of a cancellation request made in advance of this time period then in good faith the Coach will make all reasonable attempts to reschedule that Session to a mutually convenient time. In the event you fail to attend a scheduled Session or fail to provide the required notice, then you shall forfeit the right to that Session or be billed for non-attendance.
	3. Any cancelled Sessions must be rescheduled and take place within [enter timescale within which the client must reschedule their cancelled session. For example: 14 days].
	4. You accept and understand that where the Coach is waiting for you to join a scheduled Session for more than [enter amount of time you are willing to wait for a client to join the Session. For example: 15] minutes from the scheduled start time, the Coach will be entitled to treat you as a no show, and you will forfeit your right to that Session or be billed for non-attendance.
	5. Should you require any further contact in addition to the scheduled Sessions and other Services as set out in Schedule 1, then such contact will be in addition to the Services agreed herein and a further agreement will need to be arranged and separate terms for payment agreed.
	6. Where Sessions take place at a third-party venue, you agree to conduct yourself in a responsible manner at all times while at the third-party venue. You further accept that you shall be responsible for your belongings during your time at the third part venue. **[You can delete this clause if not relevant to your coaching services. For example: if you do NOT provide face to face sessions at a third-party venue]**
	7. In the event that you are invited to attend in person meetings, events, retreats or similar then you shall be responsible for arranging and funding your own travel and accommodation in order to participate in such activities.
	8. 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. Where a change is made, we shall ensure that the Programme still matches the description provided to you at the time this Agreement was entered into, save that we shall not be prevented from making any beneficial changes to the Programme which mean that the original description is enhanced. The Coach shall not be liable to you for any changes that are made
1. **Your Obligations**
	1. By entering into this Agreement, you are agreeing and warrant that:
		1. you are at least 18 years of age;
		2. are legally capable of entering into binding contracts.
	2. You accept and agree that all communication between us will be via electronic means. We shall contact you using the email address that you provide to us and it shall be your responsibility to contact us if that changes. Where we need to provide you with information, we shall do this via email or by posting information on our Website. You can contact us using the details set out below.
	3. You accept that as part of your participation in the Programme you may be required to review and make decisions concerning your [**delete any issues in this list that are NOT relevant to the coaching services you are delivering:** 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 your sole responsibility and that the Coach shall not be liable for your failure to make decisions, put into action plans or strategy, or for any results whether direct or indirect arising out of your access to the Programme or any Services provided by the Coach.
	4. You agree and understand that your participation in the Programme does not guarantee results or success. As part of the Programme you will have access to information, resources, people and support all designed to benefit you but it is your responsibility to take action and to implement the necessary information received and/or skills or tools shared.
	5. You understand and accept that engagement in the Programme and acceptance of the Services is not a substitute for counselling or other therapy services. In the event that you are currently undergoing medical or other professional help concerning your mental health then you should inform your practitioner of the existence of this Agreement and the extent of the Services being provided and inform the Coach if appropriate and relevant. **[You can delete this clause if not relevant to the Coaching Services you are providing]**
	6. You acknowledge that it is your responsibility to attend the Sessions as agreed and during such Sessions to participate fully and communicate openly and honestly.
	7. You understand that, once signed, this Agreement can only be cancelled or terminated in accordance with the relevant provisions contained within this Agreement and that no refunds apply.
	8. You confirm that all information provided to the Coach, including information which is personal and/or confidential, is true, correct, up to date and complete.
	9. You accept and understand 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, medical or financial advice.
	10. You agree that during the Programme and for a period of **[enter timescale: for example 12 months]** afterwards, you will not canvass, promote or advertise your products or services to any employee, client or contractor of the Coach or use your participation within the Programme to canvass, promote or advertise your products or services without the Coach’s express consent, such consent not to be unreasonably withheld. **[You can delete this clause if you do not want to include this restriction or where it is not relevant]**
	11. You agree that during the Programme and for a period of **[enter timescale: for example 12 ]** months afterwards, that you 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. **[You can delete this clause if you do not want to include this restriction or where it is not relevant]**
	12. You agree that for the duration of the Programme and for a period of **[ enter timescale: for example 12 ]** months afterwards, that you 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. [**You can delete this clause if you do not want to include this restriction or where it is not relevant]**
	13. In the event you have any concerns as to the Coach’s delivery of the Services or your participation in the Programme in any way, you agree 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 all reasonable efforts to work with you to resolve your concerns.
	14. In the event you refuse or fail to comply with this Clause 3 then we shall be entitled to terminate this Agreement and no refund will be provided. This does not affect any statutory rights that may apply.
2. **Payment terms**
	1. The fee for the Programme is as set out in `Schedule 1 (**“the Fee”).**
	2. Payment of the Fee shall be made via [enter payment method which your clients can use to pay you for the Programme. For example: Paypal / Stripe] or such other method as we may confirm to you in writing.
	3. Any deposit payable shall be non-refundable unless the Coach fails to deliver the Programme by reason of their own fault or failure.
	4. Where you wish to make payment of the Fee by credit or debit card then you authorise us to charge your debit or credit card to obtain payment of the Fee. In the event payment is rejected by your debit or credit card provider, or payment fails, but you have still received access to the Programme then you agree to be responsible for payment of the Fee within 7 days from access to the Programme being provided.
	5. Where we issue you with an invoice, the Fee must be paid within [enter time limit for payment after the invoice is sent to your client. For example: 48 hours] from the date of our invoice **[If this does not apply to your business sales process then you can delete this]**
	6. Time shall be of the essence in respect of the payment of the Course Fee, any instalment of the Course Fee and/or any deposit.
	7. The Fee shall be paid without any deduction or any withholding except as may be required by law.
3. **Late Payment**
	1. You are 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.
	2. Without prejudice to any other right or remedy that the Coach may be entitled to, where your account is beyond [enter timescale: for example, 7] days overdue then:
		1. the Coach shall be entitled to withhold delivery of Services until payment has been made in respect of the outstanding amount; and
		2. interest shall accrue and be added to your 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 [enter rate of interest that you wish to claim. You can seek an amount up to 8%. For example, 5%; and
		3. a fixed administration fee of **[enter amount of the fixed administration fee you would like to charge your client. This should reflect your time in dealing with the overdue account. For example: £50]** shall be added to your account. **[If you do not want to apply a fixed administration fee then please delete this clause]**

**If your Coaching Programme is for Consumers, then delete 5.2.2 (interest) and 5.2.3 (administration fee]**

* 1. In the event your account is beyond [enter timescale for your clients to pay before the agreement is cancelled. The timescale can be no less than 14 days. For example: 14 or 30 days.] days overdue then the Coach shall be entitled to cancel the Agreement and to instruct a collection or legal agent to seek recovery of the Fee along with interest and any accrued costs incurred.
1. **Refund Policy**
	1. No refund policy shall apply to your purchase of the Programme, [ save for Clause 6.2. **Delete this reference if you have deleted 6.2 below**]
	2. Starting from the date of this Agreement there shall be a cooling off period of 14 days. In the event you wish to use your right to cancel you must notify us in writing by email to **[Enter contact email address]** before the end of the 14 days. Upon receipt of your notice to cancel your access to the Programme and our Services will terminate, and we shall arrange for the Fee, or any portion of the Fee that you have paid to be refunded. **[This clause is to be used where your client will be a consumer OR where you wish to offer a cooling off period. If your client is NOT a consumer and you do not want to provide a cooling off period, you can delete this clause 6.2 and the red text in 6.1 above]**
2. **Cancellation and Termination**
	1. This Agreement may be terminated by either party providing written notice in accordance with the terms of this Agreement in the following circumstances:
		1. 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
		2. either Party commits a material breach which is incapable of being remedied;
		3. you provide the Coach with 14 days’ notice to cancel this Agreement. Please remember that **no refunds apply [save for Clause 6.2. Delete this reference if you have deleted the cooling off period] and** you will be liable for full payment of the Fee despite giving notice of cancellation.
	2. The Coach reserves the right to terminate this Agreement, with immediate effect, and without refund, if you:
		1. fail to provide payment of any amount due in respect of the Course Fee as and when it becomes due; or
		2. have a bankruptcy petition presented against you or where you are subject to a bankruptcy order; or
		3. enter into a voluntary arrangement; **[Delete is this is a consumer agreement]**
		4. are unable to pay your debts as they fall due; **[Delete is this is a consumer agreement]**
		5. cease trading; **[Delete is this is a consumer agreement]**
		6. are convicted of a crime;
		7. are subject to any of the circumstances as set out in clause 7.3.
	3. 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 you are:
		1. becoming disengaged, disruptive or if you impair the participation or progress of the Programme and/or provision of the Services. 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 requesting Sessions to be rescheduled 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; and/or
		2. 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.
	4. Upon termination of this Agreement for any reason:
		1. your access to the Programme, 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 you for any claims relating to the removal of that access;
		2. any Fee or other monies owed to the Coach by you will become immediately due and payable;
		3. any terms of this Agreement which either expressly or by their nature relate to the period of time after termination and/or the Services have been delivered, shall remain in full force and effect;
		4. both Parties agree to stop using, either directly or indirectly any Confidential Information, and shall immediately return to the other any documents in their possession or control which contain any Confidential Information.
	5. In the absence of any earlier termination in accordance with this Clause, this Agreement will terminate on the date set out in Schedule 1.
3. **Confidentiality, Intellectual Property and Data Protection**
	1. For the purposes of this Agreement Confidential Information shall mean personal information, ideas, any business practices, materials, content, data, software, documents, resources, video and audio recordings, presentations, resources, downloads, podcasts, workbooks, methods, concepts and techniques, plans, trade secrets and any other confidential and/or proprietary information **(“Confidential Information”)**.
	2. In order to maximise the efficiency and results of the Programme you accept that you 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, your Confidential Information that you may disclose to us or that may be disclosed as part of your participation in the Programme other than to our employees, contractors, agents or advisors, to the extent necessary for delivery of the Programme.
	3. Confidential Information for the purposes of this Agreement excludes any information that:
		1. was already known to the Coach prior to being provided with that information by you;
		2. is already accessible in the public domain;
		3. is provided to the Coach by a third party separately from this Agreement and without any breach of the terms of this Agreement; or
		4. is produced, developed, or collated by the Coach independently of you and without any breach of the terms of this Agreement.
	4. In the event information is provided to the Coach by you which causes the Coach to fear that you are at risk of danger to yourself or others then in such circumstances the Coach will be permitted to disclose such information as is necessary for your protection or the protection of others.
	5. By entering into this Agreement, you hereby agree and undertake that from the date of this Agreement;
		1. not to infringe any of the Coach’s copyrights, patents, trademarks, trade secrets or other intellectual property rights;
		2. that any Confidential Information disclosed by the Coach is confidential and proprietary, and belongs solely and exclusively to the Coach and may only be used by you as expressly authorised by the Coach and that nothing within this Agreement constitutes a transfer of any intellectual property or grant of a licence or any right to use unless expressly set out in this Agreement or expressly agreed by the Coach in writing;
		3. not to disclose, communicate, reproduce, distribute, make available to or use for your own benefit, whether personally or commercially, and whether directly or indirectly, our Confidential Information and any other materials and resources provided during delivery of the Programme or use it or them in any manner other than as necessary as part of your participation in the Programme;
		4. not to use any of the Coach’s Confidential Information or other Content for any purposes which are unlawful, would cause harm or distress to another person, or would cause damage to the Coach’s business or reputation.
		5. the reproduction, distribution, and/or sale of any Content, whether Confidential Information or not, provided during provision of the Services or at any time thereafter by anyone but the Coach is strictly prohibited. You agree that in the event of any breach of your 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 you;
	6. As part of the delivery of the Services the Coach shall grant to you a personal, limited, non-transferable, non-exclusive, revocable licence to access and use any information, materials and resources **(“Content”)** provided as part of the Programme solely for your private and personal use. Your licence becomes valid upon payment of the Fee and any other monies owing to us. Where any of the Content provided by the Coach contain intellectual property belonging to a third party and not the Coach, the use of that Content will be governed by that third party’s terms and it shall be your responsibility to seek consent to use that material. The Coach will not be liable to you in respect of your use or attempted use of Content which contain intellectual property belonging to a Third Party.
	7. 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.
	8. For the purposes of this Agreement, Personal Data shall mean any information or data which is capable of identifying you **(“Personal Data”).**
	9. Any Personal Data that you provide to the Coach in connection with your participation in the Programme or this Agreement, will be maintained by the Coach and stored, accessed and processed in accordance with recognised data protection laws and legislation including the General Data Protection Regulation 2018 **(“GDPR”)** and the Coach agrees to only process your Personal Data to the extent reasonably required to enable proper delivery of the Services. For full details of how your Personal Data will be processed, used, collected and stored please refer to the Coach’s privacy notice which can be found at [enter your website address where your privacy notice can be found].
	10. The Coach agrees to keep all Personal Data secure and to protect against loss and destruction, including accidental, and any unlawful or unauthorised processing and to only retain your Personal Data for as long as is necessary to allow completion and delivery of the Programme and Services and to comply with any legal or regulatory requirements in accordance with relevant retention guidance.
	11. The obligations set out above shall not apply where it is necessary for the Coach to disclose in connection with legal proceedings, prospective legal proceedings, to allow the Coach to obtain legal advice, or where the Coach has been directed to do so by a court or other body of equivalent jurisdiction.
	12. The Coach is grateful to receive testimonials, comments, reviews, images, or similar information **(“Client Content”).** As part of this Agreement you agree to provide your consent for the Coach to exhibit, copy, publish, distribute, use on or in any of the Coach’s website pages, landing pages, other social media sites or platforms, advertising, marketing campaigns or email communications any of your Client Content as the Coach reasonably requires to lawfully promote their business. You can withdraw your consent at any time by emailing the Coach.
	13. The obligations set out within this Clause 8 shall survive the termination of this Agreement.
4. **Liability**
	1. You accept and acknowledge that entering into this Agreement and compliance with the provisions of this Agreement does not constitute or imply any relationship other than as set out within this Agreement.
	2. We warrant that the content of the Programme is of satisfactory quality and reasonably fit for the purposes in which it is intended to be used as described on our Website. **[You can delete this if you are NOT delivering services to Consumer]**
	3. Save for the warranty set out in the clause above, all warranties and representations are excluded to the fullest extent permitted by law. **[You can delete this if you are NOT delivering services to Consumer]**
	4. As part of the Programme, you will have access to information designed to benefit you but it is your responsibility to take action and to implement the necessary information received and/ or the skills or tools shared. Since your success and any results are dependent on factors which are outside of our control, we do not guarantee that any particular results or success will be achieved. **[You can delete this if you are NOT delivering services to Consumer]**
	5. We have made every effort to accurately represent the Online Course. Any testimonials and/or examples of results experienced are not intended to represent or guarantee that anyone will achieve the same or similar results. **[You can delete this if you are NOT delivering services to Consumer]**
	6. 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.
	7. The Coach will not be liable to you for any indirect, consequential, or special damages.
	8. In the event you incur damages 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 of the Fee paid by you to the Coach as at the time the loss is sustained.
	9. During the term of this Agreement and at any time thereafter, you agree to take no action which is intended, or would reasonably be expected, to harm the Coach, the Coach’s 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, the Coach’s agents, employees, contractors, or clients.
	10. 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.
	11. Neither one of us shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform any of our obligations if the delay or failure is due to any cause beyond that party’s reasonable control.
	12. You agree to indemnify us against any costs, liability, damages, loss, expenses, claims that we incur as a result of your default or violation of any term of this Agreement.
	13. The Parties agree that they have adequate Insurance cover to meet any liabilities that may arise in connection with this Agreement.
	14. Nothing in this Agreement seeks to excuse or limit your legal rights as a consumer. For further information concerning your legal rights please contact your local **[Citizens Advice Bureau or the equivalent free legal support within your territory]. [You can delete this if you are NOT delivering services to Consumer]**
5. **Notice**
	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 to the address of the other party as set out in this Agreement and shall be deemed served upon receipt of a valid delivery notification, if prior to 5pm [Enter your time zone. For example: UK time], or at 9am the following business day;
	2. If you change your contact email address it will be your responsibility to notify us so that we can update your records.
6. **General**
	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.
	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.
	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.
	4. Every effort will be made to deliver the Programme in accordance with this Agreement but the Coach shall not be liable for any delay or failure in provision of the Programme or the Services where we are prevented or delayed due to any act, event, omission or accident beyond our reasonable control **(“Events”)**, including but not limited to any of the following: an act of god (which shall include but not be limited to fire, flood, earthquake, windstorm or other natural disaster), extreme adverse weather conditions, disease, epidemic or pandemic, strike, industrial action, lock out, war or threat or preparation for war, civil war, civil commotion, riot, armed conflict, imposition of sanctions, embargo, terrorist attack, nuclear, chemical or biological contamination or sonic boom, explosion, delays in transit, malicious or accidental damage, collapse of building structures or failure of plant or machinery, loss at sea, any act or omission of a telecommunications officer or third party supplier of services, the expiry of any transition or implementation period agreed with the European Union during which European Union law is applicable to and in the United Kingdom, or any other circumstances beyond our control. Should an Event occur then time of delivery of the Programme shall be extended until a reasonable time after the Event preventing or interfering with the delivery and access to the Services, and under no circumstances will we be liable for any loss or damage suffered by you as a result thereof.
	5. Where an Event arises, we shall provide you with a notice in writing sent to the email address set out in Schedule 1, and which it shall be your duty to inform us should it change, setting out the nature and extent of the Event and any steps we are taking to mitigate the impact and effect of the Event.
	6. Should the Event continue for longer than [enter amount of time an unexpected event can continue before the agreement can be cancelled: for example 3 months] then either one of us shall be entitled to terminate this Agreement by providing the other with [enter number of days’ notice. For example: 14 days’] notice in writing. Termination in these circumstances shall be without prejudice to the rights of the parties in respect of any breach of the Agreement occurring prior to termination. Any refunds will be considered at our discretion.
	7. This Agreement is formed in the [enter name of Country where business is registered: for example: United Kingdom], and this Agreement and the rights of the parties to this Agreement shall be governed by the laws of [enter details of the country whose laws will govern the Agreement: for example England and Wales]. The Parties to this Agreement submit to the exclusive jurisdiction of the Courts of [enter country name as above: for example: England] and the laws from time to time in force. [If you / your business is not registered and based in the United Kingdom then amend this clause to include your home country. Please note this particular template is drafted with reference to UK law].
	8. You agree that no other representations have been made by the Coach to induce you 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.
	9. Save as provided for in clause 9 the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
	10. You acknowledge that you have been given sufficient time to seek legal advice prior to entering into this Agreement.

**I confirm that my signature indicates my full understanding and agreement with the information outlined above.**

**SIGNED BY THE CLIENT**

**Name:**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date:**

**Address:**

**Email address:**

**Mobile:**

**SIGNED BY THE COACH**

**Name:**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date:**

**Schedule 1**

**The Coach**

**[INSERT YOUR DETAILS HERE INCLUDING NAME OF YOUR BUSINESS (THIS WILL BE YOUR LTD COMPANY NAME, YOUR TRADING NAME, OR YOUR PERSONAL NAME), YOUR REGISTERED BUSINESS ADDRESS, COMPANY REGISTRATION NUMBER (IF YOU ARE A COMPANY) AND YOUR CONTACT EMAIL ADDRESS]**

**Name:**

**Business Name:**

**Business Address:**

**Registered Business Number: [delete if you are a partnership or sole trader]**

**Email address:**

**Contact Number: [Add in Whatsapp /voxer or phone details if you are providing support using that method. If not please delete the contact number section]**

**The Client**

**[INSERT YOUR CLIENTS NAME, YOUR CLIENTS BUSINESS NAME, REGISTERED BUSINESS ADDRESS, CONTACT EMAIL ADDRESS AND TELEPHONE NUMBER]**

**Name:**

**Business Name:**

**Business Address:**

**Registered Business Number: [delete if your client is a partnership or sole trader]**

**Email Address:**

**Telephone Number:**

**Agreement Duration**

This Agreement will begin when the Agreement is signed and will continue for a period of [enter how long you wish this agreement to last. It should allow you enough time to deliver the services and allow time for any unexpected delays. For example: 6 months] or until the last Session is delivered, whichever is the earliest, unless the Agreement is terminated earlier in accordance with the terms set out herein.

**Programme Details**

The Programme is a [insert number of sessions or number of months. For example: 12 session or 3 months] Coaching Programme.

Subject to you providing payment of the Fee, the Programme shall be delivered as follows:

1. [enter number of sessions you are agreeing to provide to the client. For example: 6] x private one-to-one coaching sessions lasting [enter length of time each session will last. For example: 60 minutes] each to be delivered by [enter method you will use to deliver the coaching sessions. For example: face to face / Zoom/ other online meeting facility] **(“the Sessions”).**
2. [Access to download a recording of each Session for up to 7 days following the date of the Session;]
3. [Access to [ enter name] course;
4. [Provision of self-study workbooks to support you between Sessions];
5. [Email/ Whatsapp access to subject to a maximum weekly limit of [ enter number] minutes per week. We agree to use out best endeavors to respond to all emails within [enter number] hours;
6. Creation of [enter details of any other deliverables];

**[ The clauses above are just for example. You can add/delete the clauses above to reflect the services you are agreeing to provide to your client]**

**Notice of Sessions**

All notifications regarding the Sessions and any Additional Services (if applicable) shall be posted via [insert details of how you will contact your client. For example: Facebook Group, other online facility/ email address]

**Additional Services**

[Include details here of any additional services you will be providing to your client. For example: private members' group on Facebook or similar online facility, any additional or bonus sessions or contact in-between sessions that are included as part of the Fee]

In addition to the Services as described above, for the duration of the Programme, the Coach agrees to be available to you by [enter details of any additional support or contact you will provide to your client. For example: email / Whatsapp / Voxer] subject to a maximum weekly limit of [enter amount of time per week you are prepared to spend on supporting clients. For example: 30 minutes] using the contact details as set out above. The Coach shall use all reasonable endeavours to respond to [enter method of contact. For example: email/ Whatsapp/ Voxer] messages within [enter time limit for you to respond to client’s messages. For example: 48] hours of receipt.

**[If you are NOT providing any additional contact OR you have already referred to this contact in the programme details above then you can delete this clause]**

**Payment Terms**

The Fee is [insert the total cost of the Programme. For example, £5,000].

Once payment of the Fee has been received by the Coach in cleared funds, the Coach shall confirm the date for the first Session.

**Where your client is paying the Fee by instalments you can complete the details below. If your client is NOT paying by instalments, then you can delete the clause below.**

[The Fee is payable by instalments. Once the first instalment has been received in cleared funds by the Coach (the "**Initial Payment"**), the Coach shall confirm the date for the first Session.

Payment of the Instalments are as follows:

Initial Payment of [insert amount of first payment. For example: £1000] by [insert date for first payment]

Followed by:

[Complete the intervals for payments. For example: weekly/monthly] payments of [insert amount of other instalments. For example: £1000] and

[final payment of [insert amount. For example £1000] on [ enter date for final payment]

OR

Initial Payment of [insert amount of first payment. For example: £1000] by [insert date for first payment];

Second Payment of [insert amount of second payment. For example: £1000] by [insert date for second payment];

Third Payment of [insert amount of third payment. For example: £1000] by [insert date for third payment];

Fourth Payment of [insert amount of fourth payment. For example: £1000] by [insert date for fourth payment];

Final Payment of [insert amount of final payment. For example: £1000] by [insert date for final payment];

Payment can be made by [enter method of payment for example: Paypal / Stripe or bank transfer] using the following details:

[Insert stripe, paypal or other bank or payment details. If you are not providing payment details here, you can delete this last section.]