

LM Shallcross Ltd Coaching Terms and Conditions

Please read these terms and conditions carefully before signing the Coaching Agreement. By signing the Coaching Agreement, you will have entered into a binding contract on the basis of these terms and conditions. If you have any questions regarding anything in the terms and conditions, please contact me at laura@laurashallcross.co.uk.

1. Definitions:

- 1.1. "Coach", "me" or "I" refers to Laura Shallcross's LM Shallcross Ltd, 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ. Company number 16189039.
- 1.2. "Client" or "you" refers to the person who has signed the Coaching Agreement.
- 1.3. "Start date" refers to the date that this agreement is signed. If the agreement is not signed and payment received then the services provided in the coaching program will not commence.
- 1.4. "Fee" means the total cost of the coaching program including VAT.

Agreed terms

2. Term of engagement

- 2.1. You are engaging me as a Life coach to provide coaching services (Services) on the terms in this document.
- 2.2. This contract between us will commence on the date you sign the Coaching Agreement and will continue either until all of the Services have been performed or unless and until terminated by either of us giving 1 weeks' notice to the other in writing by email to the relevant address set out above.

3. Sessions and cancellation

- 3.1. Each appointment at which the Services are provided (Session) will last for a maximum of one hour and will take place remotely via video calling software.
- 3.2. You may cancel a Session by notice in writing, by email to the coach and the following cancellation terms will apply.
- 3.3. If you cancel a Session then the following terms apply:
 - 3.3.1. if you cancel a Session more than 48 hours before the start time of the Session then you will be able to rearrange the session for no fee; and
 - 3.3.2. if you cancel the Session on or less than 48 hours prior to the start time of the Session, you will forfeit the session, unless you can prove that the situation causing the cancellation is an emergency. The coach reserves the right to decide if the situation is an emergency. Where a session is cancelled due to an emergency, I will re-schedule the Session to the earliest mutually convenient time.
- 3.4. I may cancel a Session by providing notice to you and if I do so, I will re-schedule the Session to the earliest mutually convenient time.
- 3.5. When purchasing the Coaching Program, the following terms will apply
 - 3.5.1. Usage Period: The sessions included in the package must be used within 6 MONTHS from the date of purchase. Any sessions not used within this period will expire, and no refund will be provided for any unused sessions.
 - 3.5.2. Non-Refundable: Once the package has been purchased, subject to the cooling off period referred to in clause 5.3, no refunds will be given for any reason, including failure to use the sessions within the specified time period.
 - 3.5.3. Session Scheduling: All sessions will usually be scheduled jointly by you and me during the initial call when you purchase the coaching services. Where session days and times are not agreed as part of the initial call, I will make reasonable efforts to accommodate your preferred times, subject to my availability. All sessions will occur either weekly or every two weeks for the number of sessions purchased in the coaching program. On rare occasions, sessions may fall out of a weekly or fortnightly cadence, if agreed in advance by both coach and client.

3.5.4. Both parties have the right to request that a session be rescheduled as long as notice of the need to postpone is given in writing by email at least 48 hours in advance.

3.5.5. In the case of ill health, sessions may be postponed at shorter notice than 48 hours at the discretion of the coach.

4. Duties of Coach

4.1. I shall provide the Services with due care, skill and ability.

4.2. Other than as set out in clause 4.1 above, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of coaching, I do not guarantee any particular results.

5. Fees

5.1. A non-refundable deposit is allocated from your first payment whether paying in full or by instalment. For the deposit amount, please refer to the information given by your agreed payment option when you purchased my services. For instalment payments, all payments must be received monthly in advance for the fees set out in this Clause 5.

5.2. Subject to clause 5.3 of this Agreement, I will not be obliged to provide you with any refunds for any reason.

5.3. As you are purchasing the Services as a consumer (namely you are not purchasing the Services wholly or mainly in the course of a trade, craft, profession or business), the following applies:

5.3.1. You have the right to cancel this agreement within 14 days of the date of this agreement by emailing me at laura@laurashallcross.co.uk. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you cancel this agreement, I will reimburse to you all payments received from you in relation to the agreement, minus the non-refundable deposit and the cost of any services which have already been performed, within 14 days after the date on which I was informed about your decision to cancel this Contract; and

5.3.2. in relation to the provision of any services under this Contract:

5.3.2.1. you hereby request immediate performance of the Contract and acknowledge that you will lose your right of withdrawal from the Contract once the service contract is fully performed; and

5.3.2.2. if you cancel the Contract before the services have been fully performed, you agree that you will pay for the supply of the service for the period for which they are supplied. The amount payable will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

5.4. You shall pay each of my invoices in full and in cleared funds within 7 days of the date of the invoice and no later than the invoice due date to the bank account nominated in writing by me.

5.5. Where "Special offers" are used to provide discounted or free coaching, all fees must be paid in full by the specified dates, otherwise the full, non-discounted, payment will be required. LM Shallcross Ltd reserves the right to withdraw "Special offers" at any time, without notice.

5.6. You shall be responsible for all travel, accommodation and other subsistence costs and all other expenses incurred by you in connection with your participation in the Sessions.

5.7. Without prejudice to any other right or remedy that I may have, if you fail to pay me on the due date, I may suspend all Services until payment has been made in full.

5.8. All sums payable under this agreement shall become due immediately on termination of this agreement, despite any other provision. This clause 5 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.

6. Confidential Information

I acknowledge that in the course of providing the Services I will have access to Confidential Information. Confidential Information means: information in whatever form relating to you and your affairs that are confidential to you including (but not limited to): (i) information that I obtain in connection with the provision of the Services and (ii) the fact that I am providing the Services to you.

- 6.1. I agree not to (except in the proper course of my duties) use or disclose to any third party any Confidential Information. This restriction does not apply to:
- 6.1.1. any use or disclosure authorised by you or required by law;
 - 6.1.2. any use or disclosure which I in my absolute discretion consider necessary or advisable in order to prevent illegal acts or harm to you or to others; or
 - 6.1.3. any information which is already in, or comes into, the public domain otherwise than through my unauthorised disclosure.
- 6.2. You may disclose to third parties such information about the Sessions as you wish.
- 6.3. The provisions of this clause 6 shall survive termination of this agreement.

7. Data Protection and Intellectual Property

- 7.1. You acknowledge that your personal data will be processed by and on behalf of me as part of me providing you with the Services. I will use and process your personal data in accordance with my Privacy Notice that you can view at <https://info.laurashallcross.co.uk/privacy-notice/>
- 7.2. I am the owner or the licensee of all Intellectual Property Rights and all other rights in the materials and content that I use within the Sessions and nothing in this agreement or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in such material or content to you or to any other person.
- 7.3. You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials that I use in the Sessions.
- 7.4. I grant to you a limited, non-exclusive, non-transferable, non-sub licensable, revocable licence to use all or any of the content or material used in the Sessions for the purposes for which the Sessions were provided only.
- 7.5. You may not without my prior written consent make any audio or visual recordings of all or any part of our Sessions.

8. Obligations On Termination

- 8.1. On or before the date of termination of this agreement, you shall immediately pay any unpaid fees or other sums payable under this agreement.
- 8.2. Termination of this agreement shall not affect the accrued rights, remedies, obligations and liabilities of either of us as at the date of termination of this agreement, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 8.3. Clauses which expressly or by implication have effect after termination shall continue in full force and effect after the date of termination of this agreement, including the following clauses: clause 6 (Confidential Information), this clause 8, clause 10 (Limitation on liability) and clause 16 (Governing law and jurisdiction).

9. Status

The relationship between us will be that of independent contractor and nothing in this agreement shall render me your employee, worker, agent or partner.

10. Limitation of Liability

- 10.1. Nothing in this Agreement shall limit my liability for death or personal injury caused by my negligence or for my fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.
- 10.2. I shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss or corruption of data or information or

any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by you as a result of you entering into this agreement and me providing the Services.

- 10.3. My total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the total price paid by you for the Sessions.
- 10.4. If I am prevented from or delayed in performing my obligations by your act or omission or by any circumstance outside of my control, I shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.
- 10.5. The provisions of this clause 10 shall survive termination of this agreement.

11. Complaints

In the unlikely event that the client(s) has cause for complaint about the program, the complaint should be made to LM Shallcross Ltd during the program in order that corrective action can, if necessary, be taken. The client(s) acknowledges that it is unreasonable to take no action during a program but to complain later. However, should a problem not be resolved, complaint should be made in writing within 28 days. To the extent permitted by law, LM Shallcross Ltd will not be liable in respect of claims first intimated later than 28 days from the complaint arising.

12. Force Majeure

I shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond my reasonable control.

13. Entire Agreement and Variation

You acknowledge and agree that this agreement constitutes the entire agreement and understanding between us and supersedes any previous arrangement, understanding or agreement between us relating to the provision of the Services (which shall be deemed to have been terminated by mutual consent). No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of us

14. Counterparts

This agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

15. Third Party Rights

- 15.1. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 15.2. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any person that is not a party to this agreement.

16. Governing Law and Jurisdiction

- 16.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 16.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 16.3. The provisions of this clause 16 shall survive termination of this agreement.

17. Interpretation

- 17.1. The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).
- 17.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

18. Changes to this agreement

When making a booking to join a coaching program the client(s) confirm(s) that they have read and understood all the terms and conditions above and agree(s) to abide by them. LM Shallcross Ltd reserves the right to update the Terms & Conditions at any time without notice.

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