



## Kickstarter Coaching Agreement

This Agreement is entered into by and between: Jen Maynard (Coach), Wedding Business Growth Coach, Westonzoyland, Bridgwater, Somerset, TA70EU and **Claudia Goodwin (Client), Linnie & Me Boho Boho Bridal Hair and The Cosy Garden Room**, whereby Coach agrees to provide one off Coaching Services for Client to focus on a specific area of wedding business development. The details will be shared by the Client within their Kickstarter Pre-questionnaire, and during the session.

**Description of Coaching:** Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximise personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

Within the Kickstarter Coaching sessions, experiences and ideas will also be shared between the Coach and Client to support the creation of an action plan to move forward. The outcome from each session is decided independently by the Client, including subsequent plans, activities and actions.

### **1) Coach-Client Relationship**

**A.** Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands 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.

**B.** Client further acknowledges that they may terminate or discontinue the coaching relationship at any time.

**C.** Client acknowledges that the Kickstarter Coaching Sessions are one off one2one sessions aimed to assist with a specific wedding business challenge or problem faced by the Client, and not part of a wider coaching programme and implementing choices following those sessions is exclusively the Client's responsibility.

**D.** Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the Mental Health Act 1983 -NHS and that coaching is not to be used as a substitute for counselling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is

recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

**E.** The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

## **2) Services**

The parties agree to engage in 1x 1 hour Kickstarter Coaching Session via Zoom which the Coach will pre-arrange. Within this product, an email correspondence will take place before the session to capture the Clients 'Sessions Pre-questionnaire answers prior to the agreed time and date for the session. The Pre-questionnaire answers need to be with the Coach 2 days prior to the agreed session meet up.

## **3) Schedule and Fees**

This coaching agreement is valid as of **03/05/2022**. The fee is **£85** per Kickstarter session and will be 1 hour in length delivered via Zoom. If rates change before this agreement has been confirmed upon payment, the prevailing rates will apply.

## **4) Cancellation Policy**

The Client is entitled to a full refund up to 7 days before the confirmed date of the confirmed Kickstart Session. Cancellations are not accepted after this date, but the client is able to rearrange the session to a future suitable date.

## **5) Procedure**

The time of the Kickstart Coaching Session, and any other subsequent sessions will be determined by Coach and Client based on a mutually agreed time via email or social media DM. This will then be confirmed via email by the Coach, which will be immediately followed by a Stripe invoice for £85. Upon payment, the Client will then be sent a Google Calendar appointment that includes the Zoom link and Pre-Questions to be completed and returned to the Client 48 hours before the session is due to start.

## **6) Confidentiality**

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship will remain confidential. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent. *Confidential Information* does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

### **7) Limited Liability**

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

### **11) Entire Agreement**

This document reflects the entire agreement between the Coach and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

### **12) Dispute Resolution**

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover solicitor fees and court costs from the other party.

### **13) Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### **14) Waiver**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

### **15) Applicable Law**

This Agreement shall be governed and construed in accordance with UK law without giving effect to any conflicts of laws provisions.

### **16) Binding Effect**

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

By purchasing a Kickstarter Coaching Session, you are agreeing to all that is stated within this Agreement. Retain one copy for your records.