

THE CLARITY & CONFIDENCE SUCCESS ACCELERATOR COACHING PACKAGE AGREEMENT

By checking the box on your payment form you are agreeing to the below terms and entering into a contract with

Laura Fox trading as "i am Laura" of Pool, Cornwall, TR15 3FG

Agreed terms

1. TERM OF ENGAGEMENT

- 1.1 You are engaging me as a Mindset, Business & Marketing coach to provide coaching services on the terms of this agreement as specified in the Schedule to this Agreement.
- 1.2 This contract between us will commence on the date you check the box on payment, this 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 to the relevant address set out above or via email to laura@laurafox.co.uk

2. SESSIONS AND CANCELLATION

- 2.1 The following appointments at which the Services are provided (Session) will be, over the course of 3 weeks; one initial session which will last for a maximum of 30 minutes, one in-depth session which will last for a maximum of 120 minutes and a third follow-up session, which will last a maximum of 45 minutes. For the following 9 weeks you will have access to me through near daily voice (Monday – Friday 9.15am – 5.15pm, any changes to this will be at i am Laura's discretion) notes via the Telegram app and a weekly 1-hour session. The sessions will take place over Zoom.
- 2.2 The first session of The Clarity & Confidence Accountability Package must be booked within 1 week of the purchase date. Failure to book the first session within this timeframe may result in forfeiture of the package without a refund.
- 2.3 You may cancel or reschedule a session by sending an email to laura@laurafox.co.uk. Please ensure that you give 48 hours' notice.
- 2.4 Right to Cancel: You have the right to cancel this contract within 14 days of the purchase date without giving any reason to receive a full refund, provided no sessions have been attended.
- 2.5 Commencement of services: By agreeing to these terms, you acknowledge and agree that the coaching services will commence immediately upon purchase and you will receive one initial session which will last for a maximum of 30 minutes, one in-depth session which will last for a maximum of 120 minutes and a third follow-up session, which will last a maximum

of 45 minutes. For the following 9 weeks you will have access to me through near daily voice (Monday – Friday 9.15am – 5.15pm, any changes to this will be at i am Laura’s discretion) notes via the Telegram app and a weekly 30-minute session. The sessions will take place over Zoom. Pro-Rata Refund: If you choose to cancel the coaching within the 14-day cancellation period and have accessed any of the of the coaching services, you will be entitled to a pro-rata refund. The refund will be calculated based on the number of hours of meetings and voice notes you have received up to the point of cancellation.

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- 2.6 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.
- 2.7 In the event of illness, I may reschedule sessions with at least 24 hours’ notice. If a session must be cancelled due to illness, I will provide an alternative session at a later date.
- 2.8 In the rare event that I experience a flare-up of my illness on the day of our coaching session, you will be notified as promptly as possible via email. I will then contact you to reschedule the session at the earliest opportunity.
- 2.9 Where you purchase the package, the following terms will apply:
 - (a) **Upfront Payment:**
Payment for the entire package of sessions must be made in full at the time of booking and prior to the commencement of the first session.
 - (b) **Usage Period:**
The first session included in the package must be used within 1 week from the date of purchase. The remaining 11 sessions must be scheduled weekly from the purchase date. Any unused sessions will expire after this 3-month period, and no refund will be provided.
 - (c) **Non-Refundable:**
Once the package has been purchased, subject to the cooling off period referred to in clause 4.3, no refunds will be given for any reason, including failure to use the sessions within the specified time period.
 - (d) **Session Scheduling:**
You are responsible for communicating and sending voice notes to me and booking your coaching session each week within the agreed timeframe. I will make

reasonable efforts to accommodate your preferred times, subject to my availability.

3. DUTIES OF COACH

- 3.1 I shall provide the Services with due care, skill and ability.
- 3.2 Other than as set out in clause 3.1 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.

4. FEES

- 4.1 In consideration of me providing the Services to you, you will pay me a fee of £3500 for the Success Accelerator Accountability Coaching Package. Or, on the 2-pay option you will pay a total £1850 + fees on a monthly recurring payment for the duration of 2 months. Or a 3-pay option of £1250 + fees on a monthly recurring payment for the duration of 3 months.

Any additional sessions required will be charged at £300 per hour.

- 4.2 Subject to clauses 2.5 and 4.3 of this Agreement, I will not be obliged to provide you with any refunds for any reason.

- 4.3 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:

- (a) you have the right to cancel this agreement within 14 days of the date of this agreement by emailing me at laura@laurafox.co.uk or by using the form of cancellation annexed to this agreement at Annex 1. 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, we will reimburse to you all payments received from you in relation to the agreement within 14 days after the date on which we were informed about your decision to cancel this Contract; and
- (b) notwithstanding paragraph 4.3(a) above, you agree that we may begin the supply of digital content not on a tangible medium before the end of the cancellation period set out in such paragraph and you acknowledge that you will lose your cancellation rights in relation to such digital content; and
 - (i) 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
 - (ii) 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.

4.4 If you contact me beyond the scope of the Clarity & Confidence Success Accelerator Package, then I may at my discretion provide a brief response to you free of charge. If, however, I consider that more time is needed to deal appropriately with your communication then I may either:

- (a) advise you to arrange an additional Session (at the fees set out in Clause 4.1 above); or
- (b) inform you of the time I would need to spend in responding to you and the fee which would be payable by you for such a response. I will obtain your approval to such fee before incurring any fees.

4.5 If appropriate, I will invoice you monthly in arrears for the fees set out in this Clause 4 (together with VAT which shall be charged and is included in the fees, where appropriate).

4.6 You shall pay each of my invoices in full and in cleared funds within 7 days of the date of the invoice to the bank account nominated in writing by me.

4.7 All sessions will take place online through Zoom and voice notes via the Telegram app.

4.8 Without prejudice to any other right or remedy that I may have, if you fail to pay me on the due date, I may:

- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base rate from time to time of National Westminster Bank, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and you shall pay the interest immediately on demand; and
- (b) suspend all Services until payment has been made in full.

4.9 All sums payable under this agreement shall become due immediately on termination of this agreement, despite any other provision. This clause 4.9 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.

5. **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.

- 5.1 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:
- (a) any use or disclosure authorised by you or required by law;
 - (b) 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
 - (c) any information which is already in, or comes into, the public domain otherwise than through my unauthorised disclosure.
- 5.2 You may disclose to third parties such information about the Sessions as you wish.

6. DATA PROTECTION AND INTELLECTUAL PROPERTY

- 6.1 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://laurafox.co.uk/privacy-policy>
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 You may not without my prior written consent make any audio or visual recordings of all or any part of our Sessions.

7. OBLIGATIONS ON TERMINATION

- 7.1 If either of us give notice to terminate this agreement pursuant to clause 1.2, then as soon as reasonably practicable after such notice (and in any event before the date of termination of this agreement), you shall make yourself available for a final Session.
- 7.2 On or before the date of termination of this agreement, you shall immediately pay any unpaid fees or other sums payable under this agreement.
- 7.3 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.

- 7.4 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 5 (Confidential Information), this clause 7, clause 9 (Limitation on liability) and clause 15 (Governing law and jurisdiction).

8. 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.

9. LIMITATION ON LIABILITY

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 The provisions of this clause 9 shall survive termination of this agreement.

10. 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.

Neither party shall be liable for any failure to perform its obligations under this agreement if such failure results from circumstances beyond the party's reasonable control (including, but not limited to, illness or injury)

11. ENTIRE AGREEMENT

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).

12. VARIATION

No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of us.

13. 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.

14. THIRD PARTY RIGHTS

14.1 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.

14.2 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.

15. GOVERNING LAW AND JURISDICTION

15.1 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.

15.2 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. INTERPRETATION

16.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

Confidential Information: 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.

- 16.2 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.

By checking the box on your payment form you are agreeing to the terms of this contract.

A handwritten signature in black ink, appearing to read 'Laura Fox' with a stylized 'x' at the end.

Laura Fox

Founder - i am Laura

SCHEDULE

WHAT: The Clarity & Confidence Success Accelerator Coaching Package

HOW: Initial Questionnaire, One 30-minute, one 120-minute and one 45-minute Zoom call, followed by 9 weekly 1-hour Zoom calls and near daily voices note per week (during work hours as detailed above) sent by you via Telegram (and app that will need to be downloaded by you). In return you will receive responses to your voice notes from me that will consist of personalised, tailored feedback and actionable steps to keep you progressing for the week to come. You will be held accountable against your business, marketing and mindset goals. Included in these voice notes, will be one mid-week check-in from me to you.

WHEN: Over a period of 12 weeks. During the first 3 weeks, you will have once per week, One 30-minute zoom call, one 120-minute zoom call and one 45-minute zoom call. For the following 9-weeks you will have one 1-hour zoom call and near daily voice notes will be provided per week. Your voice notes are to be sent to me no later than 12pm on any day within the working week. I will not respond over the weekend, but will respond within 24 – 36 hours.

WHERE: Coaching is done over Zoom and via Telegram for the voice notes.

ANNEX 1

MODEL CANCELLATION FORM

To i am Laura, laura@laurafox.co.uk

I/we* hereby give notice that I/we* cancel my/our* contract of sale for the supply of the following services:

.....

Name of consumer

Address of consumer

Signature of consumer

Date

[* delete as appropriate]