



Jessica Fearnley Business Consulting Contract & Agreement

Terms and Agreements

In consideration of the mutual covenants set forth in this Agreement, Client and Company hereby agree as follows:

1. Description of Consultations ("Specifications"). Coach agrees to develop the consultations in accordance with Client's needs using suitable methodologies for a 6 month group coaching programme.
2. Delivery of Work - Coach will deliver 6x monthly group coaching calls to the mastermind group on a live video call.
3. Methodology - Coach will employ a range of methodologies to suit Client's personal values and style, Client agrees to be open minded and partake in methods proposed. Client understands that Coach has made no guarantees as to the outcome of the coaching sessions as that Coach is not an employment agent, business manager, financial analyst or psychotherapist.
4. Credit Card Authorization (if applicable). Each party hereto acknowledges that the client is responsible to submit payment on the dates and for the amounts specified below:

4 instalments of £97/\$120 payable monthly from date of sign up (programme start date 20th March 2017)
5. Refund Policy. Coach does not offer refunds to ensure that clients are fully committed to the coaching. Once the programme has begun, all 6 installments are payable at monthly intervals, regardless of whether the client is present on the coaching calls. Dates will be agreed with members, published in advance, and it is up to the client to ensure they are present on the call. Recordings will be made available after the call.
6. Confidentiality. Coach has the right to use case studies of Client's situations and results or Client testimonials in future work but without making reference to Client's full

identity if so requested by Client. Client will always be contacted for approval prior to any case study or testimonial being published.

7. Good Faith. Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

8. Failed payments. In the event Client fails to make any of the payments within the time prescribed, Coach has the right to immediately cease all work until payment in full is paid. In addition, a 4% interest fee will be charged for each day that payment is late for a maximum of 30 days. If Client does not commence with payment after 30 days, Coach has the right to terminate coaching agreement and 'evict' Client from the coaching programme. All sessions must be taken within 4 months of the first instalment being paid. No refunds of prior payments will be given.

9. Agreement between Coach and Client. Client agrees to not withhold any information that could prevent the sessions from running fluidly. Client agrees to be open, present and prepared to complete the work as a team together. Client is responsible for own success and implementation of objectives met.

10. No resale of service or intellectual property permitted. Client agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including course materials & intellectual property), use of the Service, or access to the Service.

11. Medical Disclaimer - Client is aware that Coach does not solve medical issues nor treat disease and is therefore not a replacement for client's Doctor, Therapist or Physician. If Client is presently under any form of psychiatric care, psychological therapy, specialized medical supervision or under the influence of any form of medication, Client is to inform Coach prior to working together.

11B. Other than (i) liability for death or personal injury to any person caused by our negligence, (ii) liability for any fraud or fraudulent misrepresentation made by us or (iii) liability for any other matter which we may not legally exclude or limit, we exclude all liability for any loss or damage suffered by you resulting from the Contract (including all consequential loss or damage howsoever caused and whether or not this was in your or our reasonable contemplation and including any loss or damage suffered by you as a result of advice or opinions given by us or by any of our employees, agents, consultants or subcontractors).

In the event that we are found liable to you for any loss or damage, this liability shall be limited to the amount of any fees you paid to us in accordance with these Terms in the 12 months preceding the date on which any claim is made.

If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control, we shall not be liable for any costs, charges or losses incurred by you that arise from such prevention or delay.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.

This clause 11B shall survive termination of the Contract.

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by English law and we both agree to the exclusive jurisdiction of the English court.

These terms and conditions are made available to all Clients prior to the start of the mastermind programme on 20th March 2017, and shall be adhered to throughout the 6 month programme.