

Illuminate Coaching Agreement

Introduction

Hey dance boss it's Deborah of Dance Business Lab here, and I'm so excited that you've committed to taking this next step in your business by investing in this Coaching Programme – I'm really looking forward to working with you!

To ensure our working relationship starts in the right way I'd like to provide you with some information so you can clearly understand what this Coaching Programme involves, how it will be delivered, what I expect from you, and lastly, what you can expect from me, and that's what I hope to achieve within this Agreement.

This Agreement sets out the entire arrangement between us, and since we know reading legal documents is not the most fun, we've tried hard to make things as simple as possible.

We've avoided using complicated legal terms or jargon as much as we can since we have no desire to trick or confuse you, we simply want to ensure that we start out on the right foot with total clarity on what is expected as we start work together on achieving your goals!

1.The Agreement

1.1. These Terms and Conditions govern your Subscription in the **Illuminate** membership programme ("**the Programme** ") which is a group **and 1-1** coaching service provided by Dance Business Lab ("**We**", "**Us**", "**Our**") whose registered office is at **7 The Mews, Moorhaven, Ivybridge, Devon, PL21 0XJ** to you, the person purchasing access to the Programme ("**the Client**", "**You**").

1.

1.3. Provision of the Programme and all associated services will be subject to these Terms and Conditions and you are deemed to have accepted them when you purchase access to the Programme, unless we expressly agree in writing otherwise.

2.

1.4. These Terms and Conditions along with our Privacy Notice which can be viewed at www.dancebusinesslab.com represent the entire agreement between us and apply to the exclusion of any other terms that you may try and impose or incorporate or which may be implied by trade, custom, practice or in any previous course of dealings. Any reference to Terms and Conditions shall be deemed to include the Privacy Notice. For the avoidance of doubt these Terms and Conditions shall take priority over any other document in the event a conflict arises.

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2.The Services

2.1. The Services ("**Services**") we shall deliver as part of the Programme are as follows:

2.1.1. **1-1** coaching sessions lasting 60 minutes each to be delivered by Zoom or other online meeting facility ("**the Sessions**"); **6 times per year to be delivered every other month. One full day of 1-1 coaching equal to 6 hours at a date and time to be arranged. 2 x team training sessions, access to my feedback via email between sessions not to accede one email / point of feedback per week. You will also receive all the services from the Sparks and Ignite memberships as detailed in the separate agreements. In joining Illuminate you agree to the terms of services for Sparks and Ignite contracts. These can be found on the checkout pages of the Sparks and Ignite pages on the www.dancebusinesslab.com**

Any additional contact or support you request that is not included in the Services above will require separate terms and conditions and separate fees will apply.

2.2. Our delivery of the Services will be subject to these Agreement terms and you accept them when you agree to purchase our Programme and provide payment or part-payment of the programme Fee, unless we agree in writing otherwise.

2.3. Your access to the Programme and the Services will begin the day after the programme fee ("the Fee") is paid and will continue on a rolling monthly basis unless payment is made in full in which case the service will last for 12 months from the payment being received. ("the Subscription Period").

2.4. Sessions will be scheduled to take place on a - every other month basis save that there shall be a period of up to three consecutive weeks in each 12-month period where no Sessions will take place.

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2.5. Sessions will not be scheduled to take place between [23 December – 03 January] or on any U.K public and national holidays.

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2.6. We shall confirm the date and time of each 1-1 Session by providing you with the details of the availability in Deborah's calendar and confirmation once booked. You agree and accept that since the Sessions are 1-1 sessions, in the event you are unable to attend a Session, or where you fail to attend a scheduled Session with less than 48 hours notice, then you shall simply forfeit the right to that Session. Sessions will not be rescheduled if you are unable to attend.

2.7. In the event we are required to reschedule a Session then we shall make all reasonable attempts to provide you with as much notice as possible and to reschedule the Session to a mutually convenient time.

2.8. For the full day session there must be a minimum of 14 days notice or the session will be forfeit.

2.9. In addition to the Services described above, for the duration of the Programme, we agree to provide you with contact to us by the provision of a private Facebook group and in the instance of this programme by email.. We shall use all reasonable endeavours to respond to messages within 72 hours of receipt, providing that we have been clearly tagged or otherwise clearly notified of such message or comment by you (where applicable).

2.10. In the event 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.

2.11. When we deliver the Services to you, we may engage the services of our employees, contractors and such other third-party providers as may be necessary.

2.12. We reserve 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 us. We shall not be liable to you for any changes or cancellations that are made

3. Your Obligations

3.1. You accept and acknowledge that entering into this Agreement does not establish any form of legal business relationship and that we are only liable to you in respect of the Services provided and to the extent as set out herein.

- 3.2. You accept that as part of your participation in the Programme that you may be required to review and make decisions concerning your 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.
- 3.3. You accept and understand that participation in the Programme does not guarantee success or results and that you are solely responsible for making decisions and taking appropriate action as a result of anything covered during the Programme. As part of the Programme you will have access to information, resources, people and support all designed to benefit you and we 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 participation in the Programme or our delivery of the Services.
- 3.4. You accept and understand that purchasing this Programme is not a substitute for professional therapy services. If you are currently undergoing medical or other professional help concerning your mental health then you should provide your practitioner with details of this Programme and inform us if appropriate and relevant.
- 3.5. You accept and understand that you are responsible for attending the Sessions at the scheduled time and during such Sessions to participate fully, and communicate openly and honestly.
- 3.6. You acknowledge and understands that the Programme is a group and 1-1 programme and that the Sessions are group and 1-1 sessions hosted by us. You agree to conduct yourself in a reasonable and responsible manner at all times during Sessions, and throughout the duration of the Programme, and not to act in a manner which may cause offence, distress or alarm to any other member of the Programme (“**Programme Participant**”) or any other individual who is a member of any of our associated networks and/or groups which you may have access to.
- 3.7. In the event you act in a way which is disruptive, or which causes offence, distress or alarm, to any other Programme Participant then you will be excluded from the Session and /or removed from any or all of the supporting online platforms in place for the Programme. Following such removal and exclusion we shall arrange a meeting with you to discuss the matter and to determine whether you will be removed and/or excluded permanently from the Programme. Such decision to be at our absolute discretion.
- 3.8. Should you have any concerns whatsoever in relation to our delivery of this Programme then you agree to provide us with details by email as soon as possible. We agree to use our reasonable efforts to work with you to resolve any concerns you may have.
- 3.9. You accept and 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.
- 3.10. You agree that any information you provide to us is true, correct, up to date and complete.
- 3.11. You understand that any resources or information that we provide to you as part of this Programme is for general information only and does not constitute legal, financial or medical advice.
- 3.12. You agree that all information that we disclose to you as part of the Programme remains our intellectual property and you agree to comply with our rights in connection with the information, materials and resources we provide to you in accordance with Section 10 of this Agreement.

- 3.13. You agree that you will not canvass, promote or advertise your products or services to any of our employees, clients, or contractors, or any other Programme Participant, or use your participation within the Programme to canvass, promote or advertise your products or services without our express consent, such consent not to be unreasonably withheld.
- 3.14. You agree that for the duration of the Programme and for a period of 24 months afterwards, that you will not employ, engage or attempt to induce, employ, solicit or entice away from us any of our employees, or contractors that were engaged, employed or contracted to us at any point during the period of the Programme without our express consent in writing, such consent not to be unreasonably withheld.
- 3.15. You agree that during the Programme and for a period of 24 months afterwards, that you shall not solicit any of our clients or prospective clients without our express consent, such consent not to be unreasonably withheld.

4. Our Obligations

- 4.1. We agree to deliver the Programme and the Services to you with reasonable care and skill.
- 4.2. If we have to cancel a Session then we shall use our best endeavours to provide you with as much notice as possible.

5. Payment terms

- 5.1. The fee for the Programme is £440 per month or ££4840 if paid in full when joining (“the Fee”).
- 5.2. Payment of the Fee shall be made via the options as shown on our website checkout page
- 5.3. The Fee shall be paid without any deduction or any withholding except as may be required by law.
- 5.4. Cleared payment of the Fee must be received by us before you are entitled to access the Programme and Services.
- 9.
- 5.11. 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 or any Services, then you agree to be responsible for payment of the Fee within 7 days from access to the Programme or any Services being provided.
- 5.12. At the end of your Subscription Period, unless you have cancelled your subscription to the Programme in accordance with Clause 8.1 below, your Subscription will automatically renew for a further Subscription Period and you authorise us to request payment of the relevant Fee from your chosen payment method.
- 5.13. We reserve the right to vary the amount of the Fee at any time by providing you with 30 days’ notice in writing.
- 5.14.

6. Late Payment

- 6.1. You shall be responsible for paying the Fee, or any instalment of the Fee, in full and on time.

6.2.If payment of the Fee is more than 7 days overdue, then a fixed administration fee of £20 shall be added to your account and we shall be entitled to withhold delivery of the Programme and Services until your account is brought up to date.

6.3.If payment of the Fee is beyond 14 days overdue then we shall be entitled to cancel our Agreement and seek recovery of the Fee along with any associated costs.

7.Refund Policy

7.1.No refund policy shall apply to your purchase of the Programme

8.Cancellation and Termination

8.1.You shall have the right to cancel your access to the Programme **after 12 months** by providing us with a minimum of 14 working days notice prior to the end of your Subscription Period by email to **dancebusinesslab@gmail.com**. Please note that despite cancellation, no refunds or part refunds will apply.

8.2.Your access to the Programme will automatically terminate at the end of your Subscription Period if payment of the Fee for the following month is not paid in full.

8.3.Upon cancellation or termination pursuant to these Terms and Conditions all payments in respect of the Fee shall become immediately due and payable.

8.4. **As a 12 month programme you will be liable to pay the full fee 12 month fee and any cancellation prior to the end of the 12 months will result in the remaining monthly fees being collected as agreed in this agreement.**

8.5. We reserve the right to limit delivery of the Programme or suspend, and/or terminate this Agreement without refunding any Fee, whether paid, or remaining due, if we reasonably determine that you are:

8.5.1.preventing us from delivering the Programme and the Services in any way. Such behaviour shall include, but not be limited to, displaying a lack of interest in the Programme or Services, 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

8.5.2.failing to follow or abide by any term of this Agreement, whether such action constitutes a material breach or not.

8.6.Upon termination of this Agreement for any reason:

8.6.1. any Fee or other monies owing to us shall become immediately due and payable;

8.6.2. any term of this Agreement which either expressly or by its nature relates to the period of time after termination and/or the Services have been delivered, shall remain in full force and effect;

8.6.3. both of us agree to stop using, either directly or indirectly any Confidential Information, and shall immediately return to the other any documents in our possession or control which contain any Confidential information.

9.Events outside of our control

- 9.1. Every effort will be made to deliver the Online Course in accordance with this Agreement but we shall not be liable for any delay or failure in provision of the Online Course should we be 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 Online Course shall be extended until a reasonable time after the Event preventing or interfering with the delivery and access to the Online Course, and under no circumstances will we be liable for any loss or damage suffered by you as a result thereof.
- 9.2. Where an Event arises, we shall provide you with a notice in writing sent to the email address which you provide to us, 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.
- 9.3. Should the Event continue for longer than 3 months then either one of us shall be entitled to terminate this Agreement by providing the other with 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.

10. Confidentiality, Intellectual Property and Data Protection

- 10.1. For the purposes of this Agreement Confidential Information shall mean personal information, ideas, any business practices, materials, content, documents, video and audio recordings, presentations, resources, downloads, podcasts, workbooks or any other confidential and/or proprietary information (**"Confidential Information"**).
- 10.2. In order for you to benefit fully from this Programme, you accept that you and other Programme Participants will be encouraged to disclose Personal Data and / or Confidential Information. We understand and respect the value of such information and shall not, either directly or indirectly, communicate or disclose, make available to, or use for our own benefit or for the benefit of any other person or entity any 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.
- 10.3. Confidential Information, for the purposes of this Agreement excludes any information that:
- 10.3.1. was already known to us prior to being provided with that information by you;
 - 10.3.2. is already accessible in the public domain;
 - 10.3.3. is provided to us by a third party separately from this Agreement and without any breach of the terms of this Agreement; or
 - 10.3.4. is produced, developed or collated by us independently of you and without any breach of the terms of this Agreement.

10.4. Where we process your personal data we shall do so in accordance with the terms of our Privacy Notice which can be found on our website at www.dancebusinesslab.com

10.5. We are grateful to receive testimonials, comments, reviews, images or similar information (“**Reviews**”). As part of this Agreement you consent for us to exhibit, copy, publish, distribute, use on or in any of our website, pages, other social media sites, advert sing, marketing campaigns or email communications any of these Reviews as we reasonably require to lawfully promote our business. You can withdraw your consent at any time by emailing us.

10.6. By purchasing the Programme you hereby agree and undertake that from the date of this Agreement:

10.6.1. not to infringe any of our, or any Programme Participant’s copyrights, patents, trademarks, trade secrets or other intellectual property rights;

10.6.2. that any Confidential Information disclosed by us or another Programme Participant is confidential and proprietary, and belongs solely and exclusively to us or the Programme Participant that disclosed it;

10.6.3. 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;

10.6.4. not to use any of our Confidential Information or other materials or resources for any purposes which are unlawful, would cause harm or distress to another person, or would cause damage to our business or reputation;

10.6.5. that all information and data provided by us or any other Programme Participant, whether marked Confidential or not is that party’s confidential and proprietary intellectual property and belongs solely and exclusively to the disclosing party, and may only be used by you as expressly authorised by the disclosing party and nothing in this Agreement constitutes a transfer of any intellectual property or grant of a license or any right to use unless expressly agreed in writing by the disclosing party;

10.7. As part of our delivery of the Services we shall grant to you a personal, limited, non-transferable, non-exclusive, revocable licence to access and use the materials and resources we provide solely for your private and personal use. Your licence becomes valid upon payment of the Fee and any other monies owing to us.

10.8. Where any of the materials and resources we provide contain intellectual property belonging to a third party, your use of that material will be governed by that third party’s terms and it shall be your responsibility to seek consent to use that material. We will not be liable to you in connection with your use or attempted use of any materials which contain intellectual property belonging to a third party.

11. Liability

11.1. We have 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 we make no guarantee, representation or warranty with respect to the Services provided.

11.2. We shall not be liable to you for any indirect, consequential or special damages.

11.3. In the event you incur damages as a result of our default or violation of any of the terms of this Agreement, then our entire liability under this Agreement is limited to the Fee amount paid by you to us as at the time the loss is sustained.

11.4. Throughout the duration of the Programme and at any time thereafter, you agree to take no action which is intended, or would reasonably be expected, to harm us, our company, agents, employees, contractors, or clients, or its or their reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to us, our agents, employees, contractors, or clients.

11.5. Should a dispute arise between us in connection with this Agreement which we are unable to resolve amicably then we both agree to refer the matter to an independent mediator for resolution. In the event an agreement can still not be reached then legal action can be commenced.

11.6. 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.

11.7. 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.

12. Notice

12.1. Any reference in this Agreement to the provision of a notice shall mean notice in writing sent by email to the email address included in this Agreement. All emails will be taken as delivered 48 hours from valid transmission.

12.2. If you change your contact email address it will be your responsibility to notify us so that we can update your records.

13. General

13.1. The failure of either one of us to actively enforce any provision of this Agreement shall not constitute a waiver, diminution or limitation of any right (including any enforcement rights).

13.2. 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.

13.3. This Agreement represents the entire agreement between us and supersedes all other negotiations, drafts, correspondence and discussions prior to the date this Agreement is signed.

13.4. You agree that no other representations have been made by us to induce you into purchasing the Programme and no modification to this Agreement shall be effective unless in writing and signed by us both.

14. Applicable Law

14.1. This Agreement is formed in the United Kingdom which is our principal place of business, and this Agreement and the rights of us both shall be governed by the laws of England

I confirm that in proceeding with payment for the Illuminate programme this indicates my full understanding and agreement with the information outlined above.