

**SUPPLY OF COACHING SERVICES**  
**COACHING AGREEMENT**

The Contract is made up of the following:

- (a) Coaching Agreement
- (b) Terms and Conditions

If there is any conflict or ambiguity between the terms of the documents listed above, a term contained in a document higher in the list has priority over one contained in a document lower in the list.

The Contract has been entered into on the date stated at the beginning of it.

## CLMO Consulting Limited

### Terms and Conditions

#### 1. Interpretation

##### 1.1 Definitions:

**Applicable Laws:** all applicable laws, statutes, regulations and codes from time to time in force.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services by the Supplier, as set out in the Coaching Agreement.

**Coach:** the individual providing the Services.

**Coaching Agreement:** the agreement between the Supplier and Customer in relation to the agreed Services.

**Conditions:** these terms and conditions set out in clause 1 to clause 13 (inclusive).

**Confidential Information:** all information (however recorded or preserved) that one party discloses or makes available to the other party (**recipient**) in connection with the Contract and which would be regarded as confidential by a reasonable business person. It includes any information of a confidential nature relating to the Charges or the operations, customers of the Supplier does not include information that is or becomes generally available to the public through no fault of the recipient; is independently developed by or for the recipient; or was, is or becomes available to the recipient on a non-confidential basis from a person who, to the recipient's knowledge, is under no confidentiality obligation with respect to that information.

**Contract:** the contract between the Customer and the Supplier for the supply of the Services comprising the Coaching Agreement, and these Conditions.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and **controls** and **controlled** shall be interpreted accordingly.

**Customer Materials:** all documents, information, software, items and materials (whether owned by the Customer or a third party), which are provided by the Customer to the Supplier in connection with the Services.

**Effective Date:** date of signature of the Coaching Agreement.

**End Date:** the date of the expiry of Services.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks [and service marks, business names and domain names, rights in get-up and trade

dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, those rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Losses:** all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and [reasonable] professional costs and expenses).

**Private Coaching Sessions:** the 1-on-1 private coaching sessions conducted by the Coach, either virtually or face-to-face.

**Services:** the services, set out in the Coaching Agreement.

**Site:** <https://www.divorcewithchloe.com/>

**VAT:** means value added tax chargeable in the UK.

## 1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) Unless expressly provided otherwise in the Contract, a **OR A**] reference to legislation or a legislative provision:
  - (i) is a reference to it as amended, extended or re-enacted from time to time; and
  - (ii) includes all subordinate legislation made from time to time.
- (c) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (d) A reference to **writing** or **written** excludes fax but not email.

## **2. Commencement and Term**

The Contract commences on the Effective Date and continues unless terminated in accordance with termination clause.

## **3. Cooling Off Period**

- 3.1 The Customer has the right to cancel the Contract within 14 days without giving any reason.
- 3.2 The cancellation period will expire after 14 days from the date the Contract was entered into (**Effective Date**).
- 3.3 To exercise the right to cancel, the Customer must inform the Supplier of their decision to cancel the Contract by a clear statement in writing with their intention to cancel.
- 3.4 If the Customer cancels this Contract, the Supplier will reimburse all payments received from the Customer. The Supplier shall reimburse the Customer without undue delay, and not later than 14 days after the date the Supplier is informed of the Customer's intention to cancel this Contract.
- 3.5 **If the Customer requested to begin the performance of Services during the cooling off period (which begins the day after the Contract was entered into, the Customer:**

**shall be liable to pay the Supplier for the Services rendered up until the point of cancellation to be calculated pro-rata based on an hourly rate of £249/€289.75/\$337.50 + VAT; and**

- (a) **the Customer must still give 48 hours' notice of their intention to cancel or amend the booking within the cooling off period.**

## **4. Supply of services**

- 4.1 The Supplier shall supply the Services to the Customer from the Effective Date in accordance with the Contract.
- 4.2 There are different types of sessions:

### Discovery calls

- (a) The Coach offers free of charge a 30-minute discovery call with any potential Customers. However, if you do not show up for the arranged discovery call, you will not be able to book any further free discovery calls later on.

- (b) For the avoidance of doubt, neither the Company nor the Coach shall be regarded as providing any Services during such discovery calls.

#### Private Coaching Sessions

- (a) We charge the same rates for Private Coaching Sessions regardless of them being held virtually or face-to-face.
- (b) No refunds will be provided for any unutilised Private Coaching Sessions that are not used within the relevant timescales as respectively specified in the below.
- (c) Private Coaching Sessions can be booked on the basis of up to one 60-minute session per week, beginning the week following the Customer's enrolment.
- (d) The Customer is responsible for booking sessions in advance to secure suitable appointment times. While the Supplier will use reasonable endeavours to accommodate requests, availability during a given week is not guaranteed for bookings made less than seven (7) days in advance.
- (e) Sessions are intended to be used within the week and do not accumulate or roll over. Sessions cannot be brought forward to an earlier week.
- (f) Should the Customer need additional time with the Supplier beyond this weekly allowance, they can purchase an additional top up session at the rate of £249 + VAT.
- (g) Should the Supplier be unavailable for the integrity of a coaching week, the Customer will be offered free access to her online coaching programme, the Divorce Out-of-court Strategy, during that time to ensure matters can progress in her absence.

#### 4.3 In supplying the Services, the Supplier shall:

- (a) perform the Services with reasonable care and skill in accordance with the generally recognised standards and practices in its industry;
- (b) use reasonable endeavours to meet any performance dates specified in the Coaching Agreement. Time is not of the essence for the performance of any of the Supplier's obligations in the Contract;
- (c) comply with Applicable Laws provided that the Supplier shall not be liable under the Contract if, as a result of this compliance, it is in breach of any of its other obligations under the Contract; and

- (d) use reasonable endeavours to ensure its staff observe all reasonable health and safety and security requirements that apply at any of the Customer's premises they access and have been communicated to the Supplier in advance in writing. The Supplier shall not be liable under the Contract if, as a result of observing these requirements, it is in breach of any of its other obligations under the Contract.
- (e) endeavour to provide sufficient session availability to allow each Customer to book up to one (1) 60-minute session per week. This applies where bookings are made at least seven (7) days in advance, but availability at specific times is not guaranteed.

## **5. Bookings (including rescheduling and cancellation)**

- 5.1 Upon confirming your Services, you will then be able to make booking(s) of the Private Coaching Sessions.
- 5.2 The bookings will confirm a date and time.
- 5.3 For the avoidance of doubt, any bookings made between you and the Coach will be cancelled automatically if we have not received the relevant payment, 48 hours in advance.
- 5.4 Subject to these Conditions, you may change or cancel your bookings up to 48 hours in advance to another time convenient to both you and the Coach. This can be arranged without additional charge by us.
- 5.5 You may not change your booking(s) less than 48 hours in advance.
- 5.6 If you cancel your booking(s) less than 48 hours in advance, the relevant hours of your cancelled booking(s) will still be deducted from your weekly allowance, and you will not be refunded for such hours. The same term applies to any booking(s) to which you (for whatever reasons) fail to attend.

## **6. Contact in-between the Private Coaching Sessions**

- 6.1 Between the first and last Private Coaching Session (as pursuant the Coaching Agreement), the Coach may follow up with the Customer by way of various modes of communication such as, Whatsapp or email.
- 6.2 Between the first and last Private Coaching Session (as pursuant the Coaching Agreement), the Customer may follow up with the Coach via Whatsapp or email.

- 6.3 Contact in-between Private Coaching Sessions is subject to fair and reasonable use and cannot exceed 30 minutes each week. Should this additional contact exceed 30 minutes, it will be debited in lieu of the Customer's next Private Coaching Session.
- 6.4 These Conditions, the Privacy Policy and the Disclaimer shall be applicable to any communication between you and the Coach pursuant to clauses 6.1 and 6.2 which shall be regarded as part of the Services.

## **7. Customer's obligations**

### **7.1 The Customer shall:**

- (a) co-operate with the Supplier in all matters relating to the Services and ensure that its other suppliers co-operate with the Supplier where reasonably necessary;
- (b) provide the Supplier and its subcontractors, in a timely manner, with access to the Customer's premises and other facilities as reasonably required by the Supplier for the performance of the Services;
- (c) provide the Supplier, in a timely manner, with all information and materials as the Supplier may reasonably require to provide the Services and ensure that they are accurate and complete in all material respects; and
- (d) comply with all Applicable Laws in its performance of the Contract.

## **8. Divorce Differently support**

### **8.1 We offer the following Divorce Differently support to individuals and couples, which includes:**

- (a) Up to one weekly 60-minute Private Coaching Session;
- (b) Sessions for private advice with a Financial Adviser
- (c) Ad hoc Whatsapp and email support between sessions (subject to the terms of section 6 above)
- (d) 24/7 access to online resources: recommended professionals directory, worksheets, reading, forms and other resources available on the Client Portal

### **8.2 Extra hours:**

- (a) The customer may purchase extra hours of Private Coaching as needed at any time during the Programme using the link provided by the Supplier.

- (b) Extra hours of coaching are only available to existing Divorce Differently members.

You shall purchase your Divorce Differently support by signing the Coaching Agreement followed by a payment made pursuant to clause 9 of the Contract.

## **9. Charges**

- 9.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges, as agreed in the Coaching Agreement.
- 9.2 You shall pay by monthly direct debit for the purchase of your Divorce Differently support.
- 9.3 The Divorce Differently support is initially purchased for a duration of 3 months. Once the 14-day Cooling Off Period complete (see section 3 above), the Customer cannot cancel their subscription during the first three months after signing this contract.
- 9.4 After the end of the initial 3 month commitment, the Divorce Differently support will automatically and tacitly renew on a month-to-month basis, unless the Customer terminates the contract as per section 12 below.
- 9.5 We do not accept payment in cash, cheques or by way of credit cards.
- 9.6 If the Customer fails to make payment due to the Supplier under the Contract by the due date for payment, then the Supplier may suspend the start to the Services until payment has been made in full.

## **10. Intellectual property**

If the Supplier provides the Customer with any materials, whether digital or printed, any intellectual property in those materials belongs to the Supplier and unless it is agreed otherwise, the Customer can only use those materials for their own personal use and may not share with third parties.

## **11. Limitation of liability**

- 11.1 Nothing in the Contract limits or excludes:
  - (a) liability for deliberate default;

- (b) liability for death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977;
- (c) liability for fraud or fraudulent misrepresentation;
- (d) liability for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;
- (e) any liability that cannot legally be limited; or
- (f) the Customer's liability for its payment obligations under the Contract.

11.2 Subject to clause 11.1, neither party shall have any liability for:

- (a) loss of profits (including loss of anticipated savings);
- (b) loss of business or business opportunity;
- (c) loss of use or corruption of software, data or information;
- (d) loss of or damage to goodwill; or
- (e) indirect or consequential loss.

11.3 Subject to clause 11.1, all conditions, warranties, representations or other terms that might otherwise be implied into this agreement by statute, common law or otherwise are excluded from the Contract.

## **12. Termination**

12.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by notifying the other party if:

- (a) the other party commits a material breach of any term of the Contract which:
  - (i) is not capable of remedy; or
  - (ii) if capable of remedy, is not remedied within a period of 48 hours by the other party after being notified to do so;
- (b) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (c) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

12.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by notifying the Customer if the Customer fails to pay:

- (a) any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified to make that payment.
- 12.3 Without affecting any other right or remedy available to it, the Customer may cancel their subscription at any point after the 3rd monthly payment is complete, by informing the Supplier via email at [chloe@divorcewithchloe.com](mailto:chloe@divorcewithchloe.com) at least 14 days prior to the following payment due date. For the avoidance of doubt, monthly services start is the day of the month on which this Contract was signed. As an example, if the Contract is signed on the 5<sup>th</sup> of January, monthly services run from the 5<sup>th</sup> of every month until the 4<sup>th</sup> of the following month.
- 12.4 Should the Customer fail to inform the Supplier at least 14 days prior to the start of the next month of services begins, services will extend until the end of the following month and will be charged in full accordingly.
- 12.5 On termination of the Contract for whatever reason within the first 3 months of service, the Customer remains liable for the full three monthly payments. The Supplier may submit an invoice.
- 12.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 12.7 Termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

### **13. General**

- 13.1 **Force majeure.** Neither party shall be liable for any delay or failure in performing any of its obligations for so long as and to the extent that the delay or failure results from events, circumstances or causes beyond its reasonable control.
- 13.2 **Assignment and other dealings.** The Supplier may at any time assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract, provided that it gives prior written notice to the Customer.
- 13.3 **Confidentiality.**
  - (a) Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination of the Contract, disclose to any

person any Confidential Information of the other party, except as permitted by clause 13.3(b).

- (b) Each party may disclose the other party's Confidential Information:
  - (i) to those of its employees, officers, representatives, contractors, subcontractors or advisers who need to know that information for the purposes of exercising its rights or carrying out its obligations under the Contract (**Representatives**). Each party shall ensure that its Representatives comply with confidentiality obligations which are substantially equivalent to those set out in this clause 13.3; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party may use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under the Contract.

#### 13.4 **Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

13.5 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### 13.6 **Waiver.**

- (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

13.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

### 13.8 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
  - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service to its address specified in the Contract Details; or
  - (ii) sent by email to the email address specified in the Contract Details,
- (b) Any notice shall be deemed to have been received:
  - (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

### 13.9 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

13.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

13.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract.

## **ANNEX A**

### **Disclaimer**

- As the customer, you understand that the Coach is not a therapist. Coaching is designed to focus on taking the actions to help you accomplish the goals that you define. The customer accepts responsibility for their own mental health throughout the process.
- As the customer, you understand that the Coach is not a solicitor, legal practitioner and/or a legal advisor and cannot advise you on what your rights are or what issues are involved in your case. You accept responsibility to consult with a solicitor, legal practitioner and/or a legal advisor regarding any legal matters throughout the process.
- As the customer, you understand that the Coach is not a Certified Public Accountant or licensed financial advisor and cannot advise you on financial implications and/or tax matters in your case. You accept responsibility regarding any financial/tax matters throughout the process.
- The Coach may come to recommend other divorce professionals who could help you with your case. Please be aware that I have no control over the advice they might give you and cannot be held accountable for any issues you may have with their services. It is your responsibility to conduct your due diligence and carefully select the professionals you work with.

- The information exchanged between the Coach and the customer is confidential except as required by law.
- During the coaching relationship, the Coach will likely become privy to information or data about yourself and your family, including but not limited to:- session notes, emails, text messages, forms and this agreement. You hereby consent to the Coach retaining such data in a safe and confidential location for a period of 6 years before destruction. You can request the early disposal of this data by submitting a written request by email to [chloe@divorcewithchloe.com](mailto:chloe@divorcewithchloe.com).