



Awaken Potential Coaching (herein referred to as “The Company”) agrees to provide (herein referred to as “Client”) the services of One on One Mentoring (herein referred to as “The Programme”), the details of which can be found on our website (www.awakenpotentialcoaching.com)

Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in The Programme.

DISCLAIMER:

The Company is not an employee, agent, lawyer, doctor, manager, therapist, public relations or business manager, financial analyst, marketing manager, psychotherapist or accountant.

Client understands that The Company has not promised, shall not be obligated to, nor will it

1. Procure or attempt to procure any business or sales for client
2. Perform any business management functions including but not limited to accounting, tax, financial advice or investment consulting or advice with regard thereto.
3. Act as a therapist providing psychoanalysis, psychological counselling or behavioural therapy.
4. Act as a Public Relations Manager
5. Act as a Publicist to procure any publicity, interviews, write ups, features, television, print or digital media exposure for Client.
6. Introduce Client to The Company’s full network of contacts or business partners.

Client understands that a relationship does not exist between the parties after the conclusion of this programme. If the parties continue their relationship a separate agreement will be entered into.

EARNINGS DISCLAIMER:

1. Although The Company makes every effort to accurately represent The Programme, The Company makes no assurance, representation or promise regarding future earnings or income, or that the Client will make any specific amount of money, or any money at all, or that the Client will not lose money.
2. Earnings or examples of earnings or income, represent estimates of what the Client may earn; however, there is no promise or guarantee that Client may experience the same level of earnings or income.



3. There is no assurance that any prior success or past results regarding earnings or income may be an indication of the Client's future success or results.
4. Statements or examples of actual earnings that are attributed to a specified individual or business are true and correct, and we will verify them upon request and also provide statements of expected typical results; however, these statements or examples should not be viewed as promises or guarantees of earnings or income. Earnings and income potential are affected by a 2 number of factors over which we have no control, including but not limited to the Client's financial condition, talent, skills, level of effort, motivation, past experience and education, the Client's competition, and changes within the market.
5. Operating a business on the Internet involves unknown risks. The Client should make decisions based on information provided through The Programme with the understanding that an Internet business may not be suitable for the Client and that the Client could fail to generate any earnings or income at all.
6. For the foregoing reasons, Client agrees that The Company is not responsible for any decision Client may make regarding any information presented to Client via our website or via a phone call with a member of our team.

FEES

The standard, full rate fees for The Programme has the following options.

1. One payment of €5000 which includes 6 months of coaching/mentoring twice a month for 45 minutes each session. Full payment is due one week before joining The Programme.
2. 6 payments of €1,000 (total payment is €6,000) which includes 6 months of coaching/mentoring twice a month for 45 minutes each session. Full payment is due before the end of the last month on The Programme.
3. A non refundable deposit of €500 plus 9 payments of €777 (total payment is €7,493) which includes 6 months of coaching/mentoring twice a month for 45 minutes each session. Full payment is due by the end of the 9th month of The Programme.

**Promotions may be applied during marketing events which may include alternative payment plans, additional trainings or other promotional items. These will be applicable to the specific promotion only and are not redeemable at any other time. Full details of such alternatives will be provided in an email and will be visible on the payment checkout page. Complete payments must be completed in all circumstances to the full value declared.*



THE SERVICES

The services to be provided by the Coach as part of the Programme shall include: coaching, mentoring and support services (“the Services”) which are designed to support the Client in achieving growth within yourself and your business.

1. In delivering the Services the Coach agrees to provide them with reasonable care and skill.
2. In delivering the Services the Coach may engage the services of their employees, contractors and other third-party providers as necessary.
3. The Coach will deliver the Services by way of Sessions lasting 45 minutes. The Sessions will take place via face to face attendance via Zoom.
4. The Client understands and accepts that it is the Client’s responsibility to schedule the Sessions with the Coach by email or other method of contact as expressly agreed by the Coach.
5. In the event the Coach is unable to attend a scheduled Session then the Coach will make all reasonable attempts to provide the Client with as much notice as possible and shall ensure that the Session is rescheduled to a mutually convenient time.
6. The Client understands and accepts that it is the Client’s responsibility to attend the Sessions at the agreed time and agrees to provide the Coach with at least 24 hours’ notice of any intention to cancel a scheduled Session. In the event of a cancellation request made in advance of 24 hours then in good faith the Coach will make all reasonable attempts to reschedule that Session to a mutually convenient time.
7. The Client accepts that in the event the Client fails to attend a scheduled Session or fails to provide 24 hours’ notice to cancel, then the Client shall forfeit the right to that Session or be billed for non-attendance.
8. In addition to the Services set out at Clause 2.1 above, for the duration of the Programme, the Coach agrees to be available to the Client through Voxer. The Coach shall use all reasonable endeavours to respond to messages within 48 working hours of receipt.
9. Should the Client require any further contact in addition to the scheduled Sessions, the contact set out above, or otherwise as set out within this Agreement then such contact will be in addition to the Services agreed herein and a further agreement will need to be arranged and separate terms agreed.
10. In the event that the Client is invited to attend virtual retreats events or similar then the Client shall be responsible for arranging and funding their own travel and accommodation in order to participate in such activities.



11. The Coach reserves 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 the Coach. The Coach shall not be liable to the Client for any changes or cancellations that are made.

CLIENT OBLIGATIONS

1. The Client accepts and acknowledges that entering into this Agreement does not establish any form of legal business relationship and that the Coach is only liable to the Client in respect of the Services provided and to the extent as set out herein.
2. The Client accepts that as part of the Client's participation in the Programme they may be required to review and make decisions concerning their 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 the sole responsibility of the Client.
3. The Client accepts and understands that they are solely responsible for making decisions and taking appropriate action as a result of any matters reviewed or discussed during the Programme and that the Coach shall not be liable for the Client's failure to make decisions, put into action plans or strategy, or for any results whether direct or indirect arising out of the Client's participation in the Programme.
4. The Client understands and accepts that engagement in the Programme and acceptance of the Services is not a substitute for counselling or other therapy services. In the event that the Client is currently undergoing medical or other professional help concerning their mental health then the Client should inform their practitioner of the existence of this Agreement and the extent of the Services being provided and inform the Coach if appropriate and relevant.
5. The Client acknowledges that it is their responsibility to attend the Sessions as agreed and during such Sessions to participate fully, and communicate openly and honestly.
6. In the event the Client has any concerns as to the Coach's delivery of the Services or the Client's participation in the Programme in any way the Client agrees to notify the Coach of such concerns by email as soon as possible to info@awakenpotentialcoaching.com. The Coach agrees that upon receipt of notification of such concerns that the Coach will use all reasonable efforts to work with the Client to resolve the Client's concerns.

7. The Client understands that, once signed, this Agreement can only be cancelled or terminated in accordance with the relevant provisions contained within this Agreement and that refunds only apply as set out in the REFUNDS section below.
8. The Client confirms that all information provided to the Coach, including information which is personal and/or confidential, is true, correct, up to date and complete.
9. The Client agrees and understands that participation in the Programme does not guarantee results or success. As part of the Programme the Client will have access to information, resources, people and support all designed to benefit the Client but it is the Client's responsibility to take action and to implement the necessary information received and/or skills or tools shared.
10. The Client accepts and understands that any materials and information provided during the course of the Programme and delivery of the Services is for general information purposes only and does not constitute legal or financial advice.
11. The Client agrees that they will not canvass, promote or advertise their products or services to any employee, client or contractor of the Coach or use their participation within the Programme to canvass, promote or advertise their products or services without the Coach's express consent, such consent not to be unreasonably withheld.
12. The Client agrees that during the Programme and for a period of 6 months afterwards, that they shall not solicit any of the Coach's clients or prospective clients without the Coach's express consent, such consent not to be unreasonably withheld.
13. The Client agrees that for the duration of the Programme and for a period of 12 months afterwards, that the Client will not employ, engage or attempt to induce, employ, solicit or entice away from the Coach any of the Coach's employees, or contractors that were engaged, employed or contracted to the Coach at any point during the period of the Programme without the Coach's express consent in writing, such consent not to be unreasonably withheld.
14. The Client agrees to indemnify and hold harmless the Coach for any action taken against the Coach due to the Client's violation or disregard of:
 - a) any provision of this Agreement;
 - b) the Client's participation in any way in the Programme.

REFUND POLICY



We want Client to be satisfied with Client's decision to join The Programme but in the event Client decides their purchase was not the right decision, Client has 7 days to receive a full refund with the exception of a non refundable deposit.

In the event that Client decides their purchase was not the right decision, within 7 days of their start date on the programme (which may be later than the purchase), Client should contact our support team info@awakenpotentialcoaching.com and let us know they'd like a refund by the 7th day 11.59 GMT

RESCHEDULING/DEFERMENT POLICY

Should Client decide to reschedule or defer their place in The Programme, this is at the discretion of The Company. A request to reschedule or defer their place in The Programme should be made in writing via email to info@awakenpotentialcoaching.com. A decision made by The Company to honor any request to reschedule or defer Client's place in The Programme does not replace or override the terms for Fees as outlined within this agreement.

CONFIDENTIALITY

Please be aware that the relationship between The Company and Client 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 Company agrees not to disclose any information pertaining to the Client without the Client's written consent. The Company 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 Company'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 Company from a third party, without breach of any obligation to the Client;
- (d) is independently developed by The Company without use of or reference to the Client's confidential information; or



(e) The Company is required by statute, lawfully issued subpoena, or by court order to disclose;
(f) is disclosed to The Company and as a result of such disclosure The Company reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and
(g) involves illegal activity. Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with The Company in a timely manner.

INTELLECTUAL PROPERTY

The Company retains all ownership rights to the materials provided during your participation in the Programme. The copyrighted and original materials you are provided are for your individual use only and with a single-user license. You are not authorized to share, copy, distribute, or otherwise disseminate any materials received from me electronically or otherwise without my prior written consent.

All intellectual property, including the copyrighted Programme materials, shall remain the sole property of The Company and no license to sell or distribute my materials is granted or implied. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial or personal purposes, any portion of the Programme, including any of the Programme materials.

LIABILITY AND LIMITATION

1. Nothing in these Terms shall be interpreted as excluding or restricting any legal liability on The Company for death or personal injury resulting from our negligence or the negligence of The Company's employees, agents or sub-contractors, or for any other matter for which liability cannot be legally excluded or limited.
2. Any personal liability of any of The Company's directors, partners, employees, agents or sub-contractors arising in any way out of the performance or non-performance of The Programme or relating to the supply of products is hereby expressly excluded.
3. The Company shall have no liability for any special, indirect, consequential or pure economic losses, costs, damages, charges or expenses suffered or incurred by The Client, however caused, including, but not limited to, loss of anticipated profits, goodwill, reputation, business receipts or contracts, loss or corruption of data, or losses or expenses resulting from third party claims.
4. The Company aggregates liability to Client, whether for negligence, breach of contract, misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall in no circumstances exceed the fees of



paid by Client for the provision of the services which gives rise to such liability in respect of any occurrence or series of occurrences.

5. If The Company is prevented from or delayed in performing its obligations by Client's act or omission or by any circumstance outside The Company's control, The Company shall not be liable to Client for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.
6. Client agrees to reimburse The Company in full and indemnify us against any claim from any third party (and associated costs and expenses (including professional fees)) arising out of Client's actions or inactions while at a third party venue.
7. Client will indemnify The Company against all claims, damages, losses, costs or expenses (including professional fees) for any liability arising from any unauthorised use of your online account with us.
8. All the preceding paragraphs of this entire clause, and this paragraph, shall survive termination of the Contract.

FORCE MAJEURE

The Company will not be in breach of the Contract nor liable for failure to provide services or perform obligations where it is not reasonably practicable to do so due to acts, events, omissions, accidents or circumstances beyond the control of The Company. This entire clause, including this paragraph, shall survive termination of the Contract.

DISPUTES, RIGHTS AND LAW

1. Resolving problems: If there's anything about The Programme or any Session that is not going as you want, please raise it with The Company without delay.
2. Dispute process, jurisdiction and law, non-disparagement: If there is a dispute between The Company and Client, we will first seek to resolve it amicably without recourse to law. If that fails, The Company agree and accept that the only venue for resolving disputes shall be the courts of Republic of Ireland and that all agreements between us shall be construed under Irish law. The parties agree that they neither will engage in any conduct or communications, public or private, designed or intended or likely to disparage the other.
3. All the preceding paragraphs of this entire clause, and this paragraph, shall survive termination of the Contract.



TERM AND TERMINATION

1. The Contract will continue until the end of The Programme and then shall expire, other than for the provisions of these Terms that are stated to remain in force.
2. The Contract may be terminated by either party:
 - a) Forthwith by written notice if the other party has committed a serious breach of contract which is not capable of being remedied within seven days;
 - b) Forthwith by written notice if the other takes any step towards winding up or administration, starts any insolvency process, becomes unable to pay its debts, or applies for creditor protection.
 - c) In the case of a breach that is remediable within seven days, forthwith by written notice seven days after the issue of a written warning notifying the offending party of the breach of contract and requiring its remedy within seven days, and that breach having not been remedied by the offending party within that time.
3. By purchasing The Programme, Client agrees that the company may, at its sole discretion, terminate this Agreement and limit, suspend or terminate Client's participation in The Programme without refund or forgiveness of monthly payment if Client becomes disruptive to The Company or Participants, Client fails to follow The Programme guidelines, is difficult to work with, impairs the participation of other participants in The Programme or upon violation of the terms as determined by The Company
4. Termination of Contract shall not prejudice obligations accrued at the date of termination (including continuing obligations under clauses of these Terms expressed to survive termination).
5. All sums payable that would otherwise be payable at any future point shall become due immediately prior to termination of the Contract, despite any other provision. This clause is without prejudice to any right to claim for interest.
6. All the preceding paragraphs of this entire clause, and this paragraph, shall survive termination of the Contract.

OTHER PROVISIONS

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



2. No waiver: If The Company do not enforce, or delay enforcing, any provision of these Terms or any provision of the Contract to which they apply, then that will not be a waiver of that provision, and it will not affect or limit our ability to enforce that term or provision at any time or on any other occasion.
3. Severability: If any provision of the Contract is not enforceable, it shall be struck from the Contract to the minimum extent necessary to make the entire Contract enforceable and this shall not affect the enforceability of the other provisions of the Contract.
4. Entire agreement: Client acknowledges and agrees that the Contract is the entire agreement between both parties relating to Client's participation in the Programme and the rights and obligations flowing from that, and in entering into the Contract Client has not relied upon any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to The Programme other than as expressly set out in the Contract.

All the preceding paragraphs of this entire clause, and this paragraph, shall survive termination of the Contract.

Please sign this Client Agreement. Upon signing and/or ticking the box you agree to the terms of service, you will be given access to your welcome materials and any other agreed documents, websites/portals and trainings.

CLIENT

Client Name and address

Signature:

Date:

THE COMPANY

Signed by Johanne O'Halleron
on behalf of Awaken Potential Coaching Signature:

Johanne O'Halleron