



Awaken Potential Coaching (herein referred to as “The Company”) agrees to provide (herein referred to as “Client”) the services of Take OFF (herein referred to as “The Program”), the details of which can be found on our website ([www.awakenpotentialcoaching.com](http://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 Program.

**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 program. 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 Program, 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 Program 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 Program has the following options.

1. One payment of €6,000 which includes 12 months of coaching/training call for the first 3 weeks of each month. Lifetime access to support modules. Full payment is due one week before joining The Program.
2. A deposit of €400 plus 12 payments of €577 (total payment is €7324) which includes 12 months of coaching/training call for the first 3 weeks of each month. Lifetime access to support modules. Full payment is due before the end§ of the last month on The Program.

### **REFUND POLICY**

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

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

## **CLIENT RESPONSIBILITY**

The Program is developed for strictly educational purposes only.

Client accepts and agrees that Client is 100% responsible for their progress and results from The Program.

Company makes no representations, warranties or guarantees verbally or in writing.

Client understands that because of the nature of The Program and extent, the results experienced by each client may significantly vary. Client acknowledges that as with any business endeavour, there is an inherent risk of loss of capital and there is no guarantee that a client will reach their goals as a result of participation in The Program.

The Program education and information is intended for a general audience and does not purport to be, nor should be construed as specific advice tailored to any individual. The Company assumes no responsibility for errors or omissions that may appear in The Program materials.

## **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 Program. 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 Program 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 Program, including any of the Program 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 Program 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 Program 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 Program 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 Program, Client agrees that the company may, at its sole discretion, terminate this Agreement and limit, suspend or terminate Client's participation in The Program without refund or forgiveness of monthly payment if Client becomes disruptive to The Company or Participants, Client fails to follow The Program guidelines, is difficult to work with, impairs the participation of other participants in The Program 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 Program 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 you will be given access to your week one materials.

### **CLIENT**

Client Name and address

Signature:

Date:

### **THE COMPANY**

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

*Johanne O'Halleron*