



Terms and Conditions

SERVICES PROVIDED

1. The Client hereby agrees to engage the Coach to provide the Client with the following coaching services as outlined on the invoice (the "Services")
2. The Services will also include any other coaching tasks which the Parties may agree on. The Coach hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 14 calendar days' written notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Coach will end upon the termination of this Agreement.

PERFORMANCE

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

PAYMENT

10. The Coach will charge the Client for the Services as (the "Payment").
11. Any further work, outside of the agreed Package or on-going services agreement, will be invoiced separately at a rate agreed by both Parties.



12. Invoices submitted by the Coach to the Client are due within 7 days from invoice date.
13. The Payment as stated in this Agreement does not include Value Added Tax. Any Value Added Tax required will be charged to the Client in addition to the Payment.
14. The Coach will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment.
15. If an invoice has not been paid within 14 days then the Coach has the right to stop all work immediately until all outstanding invoices are paid.

REIMBURSEMENT OF EXPENSES

16. The Coach will be reimbursed for reasonable and necessary expenses incurred from time to time by the Coach in connection with providing the Services. The expenses are to be paid upon them being invoiced.
17. All expenses must be pre-approved by the Client.

INTEREST ON LATE PAYMENTS

18. Interest payable on any overdue amounts under this Agreement is charged at a rate of 15.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

CONFIDENTIALITY

19. Confidential information (the "Confidential Information") refers to any data or information relating to the Client which would reasonably be considered to be confidential and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
20. The Coach agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Coach has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
21. Any Confidential Information whether written and oral information disclosed or provided by the Client to the Coach under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Coach.

OWNERSHIP OF INTELLECTUAL PROPERTY

22. The Coach may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client.



RETURN OF PROPERTY

23. Upon the expiry or termination of this Agreement, the Coach will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

24. In providing the Services under this Agreement it is expressly agreed that the Coach is acting independently and not as an employee. The Coach and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

RIGHT OF SUBSTITUTION

25. Except as otherwise provided in this Agreement, the Coach may, at the Coaches absolute discretion, engage a third party to perform additional requirements for the Coach under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

AUTONOMY

26. Except as otherwise provided in this Agreement, the Coach will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Coach will work autonomously and not at the direction of the Client. However, the Coach will be responsive to the reasonable needs and concerns of the Client.

NO EXCLUSIVITY

27. The Parties acknowledge that this Agreement is non-exclusive and that the Coach will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

28. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. CLIENT NAME CLIENT ADDRESS
- b. Nu2Health

40 Jonathan Road, Fareham, PO15 5JP.

or to such other address as either Party may from time to time notify the other.



INDEMNIFICATION

29. The Coach will only be liable for any loss suffered by the client as a result of negligence by the Coach or breach of contract by the Coach. This is limited to 5 times the payment that has been paid to the Coach.

RIGHTS OF THIRD PARTIES

30. A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or to enjoy the benefit of any term of this Agreement.

MODIFICATION OF AGREEMENT

31. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

ASSIGNMENT

32. The Coach will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

33. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

34. This Agreement will terminate automatically upon the death of the Coach.

TITLES/HEADINGS

35. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.



GENDER

36. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

37. This Agreement will be governed by and construed in accordance with the laws of England.

SEVERABILITY

38. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

39. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.