



# FELIX NEW - COACHING AGREEMENT

Thank you for putting your trust in me and investing in **you**! Please read this agreement carefully, so we're on the same page (pun intended). Get a cup of tea, get comfortable and watch your breathing. Imagine you're a lawyer for a few minutes. Don't forget to snap out of it at the end - unless you love it.

## 1. IMPORTANT INTRODUCTION

It's important for you to read this agreement to understand the nature of the service we offer, how you or we may make changes or end this agreement, what you can do if problems arise and where to find further important information.

We supply our service to you under the terms outlined in this COACHING AGREEMENT, our TERMS AND CONDITIONS & OUR PRIVACY POLICY. You must read and agree with all of these agreements in order to use our service. If you don't agree with any part, you may not use our service. By purchasing and/or using our services, you accept to be bound by this AGREEMENT and any further terms and conditions or policies. Under these terms, Felix New is 'the coach,' and you are 'the client'.

Please note that this service is not for children. It's designed for adults over the age of 18. You may not use this service under the age of 16. Those above 16, but under 18, are only allowed to use this service with the written consent of a legal guardian or parent. Only adults are permitted to purchase.

This COACHING AGREEMENT is subject to change by Felix New and employees of Felix New Media at any time and without notice. The use of the service after the implementation of changes is to be considered as your agreement of the changes. Please check the agreement before you place an order. We will update the 'last updated' section accordingly and notify you of material changes.

## 2. ABOUT US AND HOW TO CONTACT



We are 'Felix New' & 'Felix New Media' - Kemp House, 124 City Road, London EC1V 2NX).

You can contact us at [support@felixnew.com](mailto:support@felixnew.com) or by post via the above address. If we need to contact you, we will do so using the email and/or phone number you provided (or postal address/social media direct message if Felix New Media finds it applicable).

## 3. KEY DEFINITIONS

**What is coaching?** According to the ICF description of coaching, coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal,



professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

**What is a coaching session?** A coaching session is an online (e.g. Skype, Zoom, Video Call), phone or in person conversation between the client and the coach. Unless otherwise agreed, this shall be in the duration of 30 minutes or 60 minutes.

**What are the services provided?** Our services as per this Coaching agreement include a conversation (i.e. coaching session) or guided meditation and potential communication between the session (e.g. via. email exchange, direct message or voice-note).

**What is considered as a 'fee'?** A fee, is the agreed amount of money you will pay the coach in exchange for the coaching service outlined in this AGREEMENT.

#### **4. KEY TERMS AT A GLANCE**

You have read our disclaimers (in this agreement and our terms and conditions) and understand you are using this service at your own risk. Felix New or linked parties make no warranties. You agree NOT to interpret the information provided by this website (or content published on other platforms) and services as medical, legal, financial advice, any form of treatment, cure or diagnosis. You understand that this service is not to be considered psychotherapy or counselling and **does not** constitute a substitute for such services. It is your sole responsibility to seek professional guidance as needed. Felix may make suggestions of other professionals, however finding appropriate help remains the clients responsibility.

You acknowledge that coaching may cover different areas and aspects of your life, including but not limited to: personal/professional relationships, health/well-being, education, finances etc. You agree that you are solely responsible for the implementation of all actions and choices.

If you need medical help, please contact the appropriate services. This includes but is not limited to occurrences and on-set of: depression, anxiety, suicidal thoughts and any other medical issues. Please also consult a health-care professional before implementing any changes to your lifestyle or diet.

**You accept that results can be different for every user of this service. You accept that Felix New and Felix New Media do not guarantee or warrant that you will achieve any desired or specific result(s).**

**You agree to provide at least 24-hour notice to change the time and date of a session or to cancel it. If you fail to do so on time, you will be charged for the full session.**

You agree to pay the coach the full fee for the session(s) in advance of the session (unless otherwise agreed).

You agree that fees cannot be refunded once the money-back period has passed (**see section 6**), or for sessions that are already completed.



You acknowledge that if you would like to terminate your use of this service and our coach-client relationship, you are aware that you can do so whenever you like. A refund will be issued only if your order is in compliance with our money-back policy (**section 6**) or other exemptions (**see e.g. section 12**).

You hereby warrant and represent that you are in a state of mental, physical, psychological well-being that makes you fit to receive this service and entering into this AGREEMENT. In case this service were to make worse or cause any condition affecting the aforementioned states, you will hold Felix New, Felix New Media, and their directors, associates, employees, licensors, affiliates and linked parties as completely harmless.

When booking and planning coaching sessions, you agree that you are responsible for finding a time that works for both parties.

By entering into this agreement, you warrant that you are an adult (18 years or above). You can only join this service if you can legally enter into this AGREEMENT.

You acknowledge that you are fully responsible for implementing actions and taking care of matters concerning your physical, mental & emotional well-being (and all other areas of your life including but not limited to your financial situation). All decisions, choices, actions and results arising from the coaching relationship, calls/sessions or any interaction with the coach or Felix New Media, are solely your responsibility.

As the Client, you agree that the Coach (Felix New) will not be liable due to any information, action/inaction or direct/indirect results stemming from our services.

The coach agrees to provide the service in a manner that serves the client. The coach agrees to deliver the service unless prevented by illness or other events. The client shall be notified in a reasonable time and fashion if the coach is unable to provide the service.

## **5. FORMING OUR AGREEMENT**

Once you have placed an order and we have accepted it, the coach and the client enter into a contractual COACHING AGREEMENT (this agreement). This agreement is entered into by Felix New (Felix New Media - Kemp House, 124 City Road, London EC1V 2NX) and you, the client. We will notify you if we accept your order (usually via. e-mail). The agreement may be entered into electronically by you supplying written or verbal consent or by ticking a box that signifies the acceptance of this agreement. If you do not agree with the terms, you **MUST NOT** use this service.

If we choose not to accept your order for any reason (at our sole discretion - as per this Agreement and our Terms and Conditions), you will receive your money back in full (unless any exceptions apply as per this Agreement and our Terms and Conditions).

Please note that this service operates from and has its base in the UNITED KINGDOM (UK). No guarantee is given that the service can be accessed or is appropriate in your or any other location. ANYONE who uses this service does so at their own risk and responsibility, including compliance with all national, local and international laws. All content and material



is created for individuals and entities located in the UNITED KINGDOM unless expressed otherwise. Users from other countries (unless banned by the UK), may purchase coaching sessions, if they agree that the service is provided from the UK. Clients are solely responsible for compliance with important/export rules and laws in their jurisdiction.

## **6. MONEY-BACK GUARANTEE?**

As per online consumer protection (Consumer Agreements Regulations 2013), you have 14-days to receive a refund in full if you have paid for a service but not used it. If the 14-day period has passed the money-back guarantee does no longer apply and the fee(s) is non-refundable. Please note that all fees paid for completed coaching sessions are final and non-refundable. In some cases, the coach may offer a full or partial refund which is granted at the sole discretion of the coach.

## **7. MAKING CHANGES (YOUR & OUR RIGHTS)**

You may request changes to the service that you ordered i.e. timing, location, number of sessions. Please contact us, and we will inform you if we are able to implement the changes. You may terminate this agreement if we are unable to make the changes or you are unsatisfied with the solution offered (or as per section 12).

We will implement minor changes to our service without notice to you. This includes compliance with rules, regulations & laws and matters concerning technical/security updates and improvements. We may also make major changes to our services and this agreement. You will, of course, be notified of any significant changes. You will have the option to terminate this agreement in advance.

## **8. RELEASE OF INFORMATION**

As per ethics standards in the coaching profession, we may anonymously and hypothetically share topics with other professionals for supervision, training or mentoring purposes. (please see 'confidentially' section for release of information due to legal, risk of danger/harm or health reasons)

## **9. CONFIDENTIALITY**

This relationship as well as all information exchanged is considered as confidential. Please be aware that legally speaking, the coach-client relationship is not considered as a legally confidential relationship (e.g. unlike your doctor or lawyer). We will however not share any information about you without prior written or verbal consent unless required by law or we have safety and security concerns (if we feel there is a reasonable risk to you or others or the matter is of illegal activity).

You agree that you will raise concerns about confidentiality as soon as possible.



Some information about you including but not limited to: information that is generally or publicly known, information we have held before our agreement, information provided by third-parties – this may not be considered confidential.

## 10. FEES/PAYMENT

As the client, you agree to pay the coach the full non-refundable fee for the session(s) in advance of the session(s) (unless otherwise agreed e.g. payment plan). The fee payable for the session includes any VAT, applicable taxes, transfer fee charges, currency conversion. The payable amount may, therefore, differ from the initially quoted fee to cover such expenses. Payment of the fee does not impact your rights if the service is not delivered as described in this agreement. Refund exceptions apply in accordance with this agreement **(see section 4, 6 and 12)**.

If you fail to pay us for our services **the agreed amount, on time and within 7 days of any reminders**, we will suspend the service to you until you have paid any outstanding fees.

Payment by the Client to the Coach shall be made via bank-transfer or a third-party payment provider e.g. PayPal, Stripe.

## 11. EXPENSES

The coach and client are each responsible for their own expenses beyond the delivery of the service and any agreed fees in the COACHING AGREEMENT – e.g. phone fees, internet fees, taxes.

## 12. TERMINATING THIS COACHING AGREEMENT (YOUR RIGHTS)

You have the right to terminate your involvement in this coaching agreement at any time. Your rights and nature of compensation depend on a few factors:

- If you change your mind within the time frame of the 14-day money-back guarantee, you will receive a full refund (may be subject to deductions if sessions already taken place).
- If there is a clear defect or misdescription of service, you may end the agreement (coach may issue refunds at his sole discretion on a case by case basis depending on the nature of the request).
- If you are unsatisfied with our actions or lack-off actions - you may terminate the agreement (refund is handled as per our money-back guarantee).
- If you wish to end the agreement due to updates to our services, terms and conditions, privacy policy or coaching agreement, you will be refunded for all services that have not yet been provided to you.
- If we are unable to provide the service e.g. suspension of services for a longer period of time (i.e. 14 days or above) – you are eligible for a refund for all services that have **not yet** taken place.
- If we have legally breached this contract or acted wrongfully elsewhere in relation to the delivery of the service to you – you may also end the coaching agreement (a full refund will be issued for all services that have not yet taken place)



### **13. (LIMITED) LIABILITY**

#### **LIMITED LIABILITY:**

No guarantees, warranties (of any kind) or representations (of any kind) apart from those clearly expressed in this Agreement are given. This applies to all services, if completed or agreed on.

Felix New and Felix New Media shall not be deemed liable for any damages of indirect, consequential or special damage in nature.

The liability of Felix New and Felix New Media and the exclusive remedy of the client, shall be no greater than the amount paid for services by the client.

We assume no liability for losses of a business nature. This service is provided and intended for private/domestic purposes. If the service is used for services of a business (or commercial) nature, we shall have no liability to the client for any business losses or disturbances.

As the client, you agree that you hold the coach and any of his associates, employees, partners, accountants or linked parties as completely harmless for the following reasons:

- The service not being delivered as you expected.
- Occurance of confidentiality breach as a result of hacking, viruses, phishing, misuse of technology or events of a similar nature.
- Occurance of confidentiality breach as a result of human error or inadvertent nature.
- Worsening or triggering of conditions of a psychological or medical nature that have occurred as a result of using the service provided by us.

#### **LIABILITY:**

We have a responsibility towards you in terms of losses and damages resulting from our action/inaction that is foreseeable in nature and in breach of this COACHING AGREEMENT. We must use reasonable care and skill to prevent such events from happening. Under no circumstances are we responsible to you for losses and damages that are unforeseeable and not in breach of this COACHING AGREEMENT.

We do not unlawfully exclude our liability to you (e.g. liability for personal injury, death, fraudulent action).

### **14. SERVICES PROCEDURE**

Delivery of the service will begin at the time and date agreed when the order was placed or arranged between both parties after (to find a mutually convenient time and date). The service will be considered as completed in accordance with the time frame you selected when placing your order. You may place a request to the coach to extend the service (i.e. purchasing further sessions), at his sole discretion; the coach will let you know if this is doable. If accepted, an extension request will either be treated as an extension of the existing order or as a new order. The coach or an employee of the coach decides with no need for



justification which category your request is placed in. Delivery of the service will terminate once the session(s) have been completed or either party chooses to end the Coaching Agreement.

You will be notified as soon as possible of delays caused by factors out of our control. This notification means we are not liable for delays resulting from such factors. Please see our 'Terminating this coaching agreement' section for further information on delays and how you may receive a refund.

If we are unable to contact/reach you (with reasonable effort), we may end this AGREEMENT. Further, if you fail to provide us with the necessary CORRECT information we require to deliver our service (including but not limited to: your full name, date of birth etc.) we may also end this AGREEMENT. If any delays are caused to the delivery of our service due to lack of CORRECT information provided by the client, we are not responsible for the delay. If you fail to pay us for our services **the agreed amount, on time and within 7 days of any reminders**, we will suspend the service to you until you have paid any outstanding fees. We may also suspend our services to deal with technical updates/fixes, services updates linked to legal requirements, make any service related changes (you will be notified of material changes).

It is your responsibility to initiate the call(s) i.e. notify us of your availability and to find a mutually convenient time for the session. The coach will choose the location of the call/meeting and will inform you in advance if there are any changes to the number/software used or service delivery location.

The time/date of the meetings shall be set by the Coach and client based on a mutual agreement. As the client, you will initiate all scheduled calls.

A coaching session is an online (e.g. Skype, Zoom, Video Call), phone or in person conversation or meditation between the client and the coach. Unless otherwise agreed, this shall be in the duration of 30 or 60 minutes.

Our services as per this Coaching agreement include a conversation (i.e. coaching session as outlined above) and potential communication between the session (e.g. via. email exchange, direct message or voice-note).

## 15. ENTIRE AGREEMENT

Unless our Terms and Conditions or Privacy Policy apply to you, this document is the entire agreement between the coach and client. This document reflects the entire agreement between the Coach and the Client. It supersedes all prior communication, statements and agreements. If our Terms and conditions and Privacy Policy apply to you, then you are also bound by these. This agreement shall not be changed or altered unless agreed by both parties in writing.

## 16. NOTIFYING US



Notices shall be in writing; e-mail communication is accepted. Any changes made to this COACHING AGREEMENT must be put and agreed in writing. This can be done via e-mail or post.

## **17. ELECTRONIC AGREEMENT/SIGNATURE**

You don't need to sign this agreement at the same time/location as the coach. Separate 'signed' copies will create the whole agreement.

A physical signature is not necessary to accept the terms and to enter in this agreement. Giving consent in writing, verbally, or by ticking a box to accept the terms of this agreement is deemed sufficient and considered as a 'signed document'. Signature in writing is our preferred method (e.g. 'I accept the terms of the coaching agreement').

## **18. HEALTH DISCLAIMERS**

Our service is not medical advice or advice of any form and does not provide: diagnosis, treatment or cure.

## **19. ASSIGNMENT**

FelixNew.com and Felix New Media, can choose to subcontract, assign, or transfer their rights and obligations detailed in this AGREEMENT at any time without notifying you or gaining approval from you. You may NOT choose to subcontract, assign or transfer your rights and obligations detailed in this AGREEMENT.

## **20. ARBITRATION**

If any dispute is to occur between you and the service provider, you agree to contact us at [support@felixnew.com](mailto:support@felixnew.com) to first attempt to reach an informal solution.

If an agreement can't be reached after 60 days, you and Felix New/Felix New Media, agree to resolve the dispute by arbitration by a single arbitrator. The single arbitrator is to be chosen by Felix New/Felix New Media. The arbitration shall be in the English language and seated in England. The proceedings produced during the arbitration shall determine how the parties shall share the costs of the arbitration. Felix New/Felix New Media, can always seek injunctive or equitable relief via courts to protect their rights (including but not limited to; infringement to IP rights, violating data security or further proprietary rights)

## **21. CLASS ACTION & JURY TRIAL WAIVER**

All claims must be made by individuals and NOT in ANY form of class action, private attorney, collective action, representative proceedings. With the notice of this waiver, you agree to waive the right to trial by jury or to participate in the aforementioned actions of ANY kind.

## **22. SEVERABILITY**

If any part of these terms is not enforceable under your jurisdiction or any law, this shall NOT invalid the AGREEMENT as a whole. All other parts remain fully applicable.





## **23. ENTIRE AGREEMENT**

This AGREEMENT, together with the PRIVACY POLICY (and Terms of Use if applicable), are the entire agreement between the USER and the Coach. This AGREEMENT supersedes all prior proposals and agreements.

## **24. THIRD PARTIES**

This agreement only applies to the client and coach. No third parties shall have any rights under this agreement.

## **25. GOVERNING LAW**

This AGREEMENT (& all non-contractual obligations linked to it) is governed by the law of England and Wales whose Courts are attributed exclusive jurisdiction to resolve any disputes.

## **26. CONTACT US**

If you have any questions about this AGREEMENT or would like to contact us to settle an issue personally. You can contact us here: [support@felixnew.com](mailto:support@felixnew.com) or [info@felixnew.com](mailto:info@felixnew.com)

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