



MAVERCIKS & MALBEC

Nil desperandum! Ad astra tantem pertinge.

Coaching Agreement

Mavericks & Malbec: Coaching Enrolment Agreement

By clicking “Book a Call,” entering your credit card information, or otherwise enrolling electronically, verbally, in writing or otherwise, in the Program, you (“the Client”) are entering into a legally binding agreement with Mavericks & Malbec (“the Company”), according to the following Conditions:

1. COMPANY’S SERVICES

Upon execution of this Agreement by the Client clicking “Book a Call” entering his or her credit card information, or otherwise enrolling electronically, verbally, in writing or otherwise, the Company agrees to render services related to education, seminar, consulting, coaching, and/or business coaching (the “Program”). The terms of this Agreement shall be binding for any further goods/services supplied by the Company to the Client.

Both parties agree that the Program is in the nature of coaching and education. The scope of services rendered by the Company pursuant to this contract shall be solely limited to those contained therein and provided for on the Company’s website as part of the Program. The Company reserves the right to substitute services equal to or comparable to the Program for the Client if the need arises.

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.

The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the Program.

2. AGREE TO BE BOUND

By enrolling in the Program and submitting payment, YOU acknowledge that you have read, understand and agree to be bound by the terms of this Agreement, which includes keeping commitments and being on time for sessions.

3. PAYMENT OF FEES AND EXPENSES

The Client agrees to compensate the Company according to the payment schedule set forth on the Company’s website or online store and the payment plan selected by the Client (the “Fee”). The Company shall charge a late penalty to all balances that are not paid within 30 days of the due date by the Client. The rate of interest that would be charged will be that prescribed from time to time in accordance with s.6 of the Late Payments of Commercial Debts (Interest) Act 1998. If payment is not received within 30 days of the due date, the Program and all relevant services may be suspended.

The Client shall not make any chargebacks to the Company’s account or cancel the credit card that is provided as security without the Company’s prior written consent. The Client shall not change any of the credit card information provided to the Company without notifying the Company in advance.

By enrolling in the Program and submitting payment you authorize the Company to charge your credit card, or initiate payment via Stan Store. You represent to the Company that payment of your fee will not place a significant financial burden on you or your family. You are responsible for payment of the entire fee amount, regardless of whether you attend all sessions, and regardless of whether you have selected a pay in full or monthly payment plan.

4. REFUNDS

By enrolling in the Program and submitting payment, you state that, if, for any reason, you choose to cancel any part of the services, you are obligated to pay or continue to pay whatever balance is due. To further clarify, no refunds will be issued and all scheduled payments must be paid on a timely basis.

Upon execution of this Agreement, the Client shall be responsible for the full extent of the Fee. If client cancels attendance at the Program for any reason whatsoever, the Client will receive no refund.

5. COMMITMENT PERIOD

This Agreement starts on the day the Client enrolls in the Program and ends on the date of the delivery/completion of the Program (the "Commitment Period"), as chosen by the Client on Stan Store or confirmed by the Coach in writing. All services must be performed during the Commitment Period, or they are lost. There are no roll-overs. Services may be extended beyond the Commitment Period only with the express written consent of the Coach.

6. MODIFICATIONS

The Company reserves the right to modify this Agreement without notice to the Client, and the Client's continuing use of the services provided under the Program will be treated as the Client's acceptance of the amended Agreement.

Such modifications shall be effective upon posting, by the Company on the Company web site www.mavericksandmalbec.com or via email with the subject line specifically stating "amendment to existing agreement" or similar language denoting the Agreement has been modified.

7. TERMINATION FOR UNPROFESSIONALISM

We are committed to providing you with a positive and productive experience. By signing below, you agree that the Company, at its sole discretion, may limit, suspend, or terminate your right to participate in the program without forgiveness of any remaining monthly payments if you become disruptive or difficult to work with, and/or fail to follow program guidelines.

8. CANCELLATION

Coach has a 48-hour cancellation policy, which means Client may cancel or reschedule, but Client MUST notify Coach no later than 48 hours prior to scheduled consultation. If Client misses Client's scheduled and predetermined Coaching Session, or is late for the Coaching Session, Coach will attempt in good faith to reschedule the missed meeting. If the meeting cannot be rescheduled that coaching session will be forfeit. Client also understands that any/all scheduled coaching calls, retreat days or other benefits expire at the end of the Commitment Period and will not be carried-over. It is important to note that your benefits MUST be used during the Commitment Period.

9. NO RESALE OF SERVICES PERMITTED

The Client agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Program (including course materials), use of the Program, or access to the Program. This agreement is not transferrable or assignable with the Company's without the Company's prior written consent.

10. NO TRANSFER OF INTELLECTUAL PROPERTY

The Company's copyrighted and original materials shall be provided to the Client for his/her individual use only and a single-user license. The Client shall not be authorized to use any of the Company's intellectual property of any type including but not being limited to course materials, patents, trademarks, design rights, copyright, drawings, goodwill, reputation, files, logs, plans and data, for the Client's business purposes. The Client shall not be authorized to share, copy, distribute, or otherwise disseminate any materials received from the Company electronically or otherwise without the prior written consent of the Company. All intellectual property, including the Company's copyrighted course materials, shall remain the sole property of the Company. No license to sell or distribute the Company's materials is granted or implied.

11. LIMITATION OF LIABILITY

Neither party will be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill, all business opportunity or for any indirect or consequential loss of damage. Notwithstanding the above, the Company's liability to the Client or to any third party is limited to the lesser of the total fees paid by the Client to the Company in the one month prior to the action giving rise to such liability, and £1000.

The Company shall not be liable for any failure to perform the services under the Program if such a failure or delay is as a result of the Client's actions or omissions. Any claims brought by the Client must be done within 100 days of becoming aware of the facts which gave rise to the claim.

The Client agrees to indemnify the Company against all damages, costs, claims and expenses suffered by the Company arising from any loss of or damage to any of the Company's equipment caused by the Client.

The Company will not be liable to the Client or be in breach of the terms of this Agreement if they delay or fail to perform the Program or any other obligation under these Terms and Conditions if the failure or delay was beyond reasonable control.

12. DISCLAIMER OF GUARANTEE

The Client accepts and agrees that he/she is 100% responsible for his/her progress and results from the Program. The Client accepts and agrees that he/she is the one vital element to the Program's success and that the Company cannot control the Client. The Client warrants that he/she is wholly responsible for his/her progress and the results obtained from the Program. The Company makes no representations or guarantees verbally or in writing regarding performance of this Agreement other than those specifically enumerated herein. The Company and its affiliates disclaim the implied warranties of titles, merchant ability, and fitness for a particular purpose. The Company makes no guarantee or warranty that the Program will meet the Client's requirements or that all clients will achieve the same results. The Company gives no warranty or undertaking about the effectiveness of the Program in achieving the Client's individual desired objectives. Each individual's success depends on many factors, including but not limited to, his or her background, dedication, starting point in their business, desire and motivation.

Company is a coach and not qualified to provide legal, tax, accounting, financial wealth management, or therapeutic advice. It is Client's responsibility to secure assistance from the appropriately qualified professional if such advice is needed.

13. COURSE RULES

To the extent that the Client interacts with the Company's staff and/or other Company clients, the Client agrees to at all times behave professionally, courteously, and respectfully with staff and clients. The Client agrees to abide by any Course Rules/Regulations presented by the Company. The failure to abide by course rules shall be cause for termination of this Agreement. Such termination will occur at the sole discretion of the Company who will decide whether such termination will occur whilst acting reasonably. In the event of such termination, the Client shall not be entitled to recoup any amounts paid and shall remain responsible for all outstanding amounts of the Fee.

14. USE OF COURSE MATERIALS

The Client consents to recordings being made of courses and the Program. The Company reserves the right to use, at its sole discretion, course materials, videos and audio recordings of courses and materials submitted by the Client in the context of the course(s) and the Program for future lecture, teaching, coaching and marketing materials and further other goods/services provided by the Company, without compensation to the Client. The Client consents to its name, voice, and likeness being used by the Company for future lecture, teaching, coaching and marketing materials and further other goods/services provided by the Company, without compensation to the Client. A License is granted by the Client to the Company indefinitely for their name, voice and likeness being used in the creation of promotional and other marketing materials. The fee for this License is covered by the provision of the services by the Company to the Client and no additional fee is payable by the Company for the use of this Licence.

15. NO SUBSTITUTE FOR MEDICAL TREATMENT

The Program is no substitute for medical treatment and the Client agrees to be mindful of his/her own well-being during the Program and seek medical treatment (including, but not limited to psychotherapy), in tandem with the Program if needed. The Company does not provide medical, therapy, or psychotherapy services. The Company is not responsible for any decisions made by the Client as a result of the coaching and any consequences thereof.

16. TERMINATION

The Company reserves the right to terminate the Agreement with the Client at any time should the Client be in arrears of payment of the fees or otherwise in default of this Agreement. Such a decision to terminate will be at the sole discretion of the Company and, should termination occur, all amounts due to the Company by the Client will fall immediately due and payable. The Company reserves the right to suspend the Client's use of the Program in the event that fees are overdue.

17. CONFIDENTIALITY

The term "Confidential Information" shall mean information which is not generally known to the public relating to the Client's business or personal affairs. The Company agrees not to disclose, reveal or make use of any Confidential Information learned of through its transactions with the Client, during discussion with the Client, the coaching session with the Company, or otherwise, without the written consent of the Client. The Company shall keep the Confidential Information of the Client in strictest confidence and shall use its best efforts to safeguard the Client's Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

18. FORCE MAJEURE

Except for an obligation to pay fees, neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to matters beyond their control, including, but not limited to, strike, fire, flood, or other natural disaster, war embargo, or riot, cyber-attack, sickness, provided that the delayed immediately notifies the other party of such delay. The terms of this clause shall not exempt the parties from their obligations hereunder, but merely suspend their duty to perform, until the force majeure condition ceases to exist.

19. NO PARTNERSHIP

Nothing in this Agreement is meant to suggest a partnership, venture alliance, security interest, or employer relationship.

20. DISPUTE RESOLUTION

In the event that a dispute arises between the Parties or a grievance by the Client, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. Disputes will be handled in good faith and in the event of a dispute between the Parties, the Parties agree that they neither will engage in any conduct or communications, public or private, designed to disparage the other.

21. INDEMNIFICATION

The Client shall defend, indemnify, and hold harmless the Company, the Company's shareholders, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorney's fees, and disbursements - which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or wilful misconduct by the Company, or any of its shareholders, trustees, affiliates or successors. The Client shall defend the Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. The Company recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company.

22. CONTROLLING AGREEMENT

In the event of any conflict between the provisions contained in this Contract and any marketing materials used by the Company, the Company's representatives, or employees, the provisions in this Agreement shall be controlling.

23. CHOICE OF LAW/VENUE

This Agreement shall be governed by and construed in accordance with the Laws of England and Wales. Any dispute, proceedings or claims relating to the Terms and Conditions or the Program will fall within the jurisdiction of the Courts of England and Wales.

No-one other than the Parties may enforce the terms of the Agreement by virtue of the Contracts Rights of Third Parties Act 1999.

The prevailing party is entitled to be reimbursed for all reasonable legal fees from the non-prevailing party in order to enforce the provisions of this Agreement.

24. WAIVER

The waiver or failure of Company to exercise any obligation under this Agreement shall not be deemed a waiver of any further right.

A waiver by the Company for any breach of the Agreement will not be classed as a waiver of any later breach of the same or other provision. A waiver of any term will only be effective if it is given in writing and signed by the Company.

25. SURVIVABILITY

The ownership, non-circumvention, non-disparagement, proprietary rights, and confidentiality provisions, and any provisions relating to payment of sums owed set forth in this Agreement and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement for any reason.

26. SEVERABILITY

If any of the provisions contained in this Agreement, or any part of them, is here-after construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or any other provision contained herein, which shall be given full effect regardless of the invalid provision or part thereof.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written.



www.mavericksandmalbec.com