

Client Services Agreement

Last Updated November 15, 2024

Hi there,

Before working together, let's get clear on the expectations and boundaries, so that our relationship is set up for success.

The goal is always to provide you with the best service and meet your expectations. However, it's also important to have things written down so that we both know what's what, who should do what – when, and what happens if something goes wrong.

This agreement is written in simple and straightforward language so that you understand it with ease.

~~~~~

## What This Agreement Is About (in short)

You (the Client) are hiring Lulu Loya Wu (the coach), to provide coaching services.

**Client:** You'll show up for your coaching session(s) at the scheduled time and date, provide information that the coach needs to be able to help you and be honest during coaching session(s). You also agree to pay in full before commencement of session(s).

**Coach:** Will perform the work with reasonable skill, care and diligence in a professional manner, within the timeframe agreed upon, maintain confidentiality of all conversations between the parties including during sessions, in emails, voice or text messages (if applicable). The coach is also free to perform the same or similar work for others without restriction.

## Term

This Agreement covers all work completed for a maximum period of 3 months from the date coaching sessions begin, and may be renewed by the parties as agreed upon.

## Services Overview

Coaching sessions involve in-depth conversations and are approximately 1 hour long. Topics to be considered during coaching sessions include: Mindset, Relationship with Food, Relationship with Body, Healing from Injuries, Dietary Intake, Physical Movement, Emotional Triggers, Family of Origin, and any other topics that may become apparent as relevant during coaching sessions.

Emotional support is a significant part of the process, so it's important for the client to be honest and true with the coach in all communications.

Your 1:1 container includes Email support. You are top priority and the coach agrees to respond within 24 hours.

The client agrees to respond within 3 business days to communications regarding work performed under this agreement.

## Payment

Payment for work shall be made in full prior to commencement of the coaching session(s), unless the parties have agreed to a payment schedule.

Payment is to be completed through the online Secure Check-Out page. All prices are quoted in USD unless otherwise stated.

## Cancellation Policy

Once coaching sessions have been scheduled, the client may make changes as needed via the online booking system, *so long as those changes are made at least 12 hours in advance of any scheduled start times.*

In the case that a start time is delayed more than 15 minutes without prior notice, that session is deemed a "no show" and a *refund is not available.*

To avoid a "no show" please make sure you reschedule sessions at least 12 hours before the start time, or contact the coach directly at least 2 hours before the scheduled start time.

## Termination

Either party may terminate this agreement for any reason by providing 5 calendar days written notice to the other party.

If this agreement is terminated **before** work begins, a full refund will be given so long as the notice requirement is fulfilled. No questions asked.

If this agreement is terminated **after** work begins, any fees paid by the client prior to termination **will not be refunded**.

## Confidentiality

Any and all client information and data of a confidential nature will be held in strict confidence and not disclosed to third parties or used for any purpose other than for providing the client with the services specified in this agreement.

Neither party may disclose the terms of this agreement without the other's prior written permission.

## Warranties

The coach will work in accordance with the highest standard of care while in a coaching relationship with the client. However, self-responsibility is at the core of any endeavour to grow, so the client acknowledges that the coach cannot guarantee any particular results or outcomes from the services provided under this agreement.

## Limitation Of Liability

The coach will carry out work at the highest standard of care and as expected from a suitably qualified person with relevant experience. That said, it's impossible to guarantee that the work done will be perfect, so the coach can't be liable to you or any third-party for damages including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised the coach of them.

Your liability to the coach will also be limited to the amount of fees payable under this contract and you won't be liable to the coach or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if the coach advised you of them.

In no event shall a party's liability exceed the fees paid under this agreement, whether in contract, tort or any other theory of liability in legal society, or in law.

## **Force Majeur**

Both parties shall not be liable for delay or failure to perform its obligations under this agreement if the cause of the delay or failure is beyond their control.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of New Zealand without regard to its choice-of-law or conflict-of-law provisions. Before proceeding to any legal recourse however, both parties agree to act in honour, to remove any controversy as they may arise, and bring forth remedy in the private at every opportunity, as remedy is required.

## **The Small Print**

Although the language is simple, the intentions are genuine and true. If you do not agree to this contract, but proceed to purchase Coaching Sessions from the Quietly Confident website, then this agreement will still apply.

## **The Dotted Line**

When you proceed to purchase Coaching Sessions from the Quietly Confident website, your action shall constitute acceptance of this contract.