

Terms and Conditions

1. Interpretation

1.1 Definitions:

- 1 **Ad Hoc Days:** agreed additional Coaching Days provided as a short-term solution to meet unplanned demand for Sessions.
- 2 **Affiliate:** in relation to the Client, any entity that directly or indirectly controls, is controlled by, or is under common control with the Client from time to time.
- 3 **Agreement (Partner):** means the contract between the Client and the Supplier for the supply of the Services in accordance with the Order Form, any Change Order Form, these terms and conditions and any Schedules.
- 4 **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in the jurisdiction where the Client is based, are open for business.
- 5 **Cancellation Allowance:** means the number of cancellation days permitted as set out in the Order Form.
- 6 **Cancellation Fee:** mean the Charge per Coaching Day as set out in the Order Form.
- 7 **Charges:** the charges payable by the Client for the supply of the Services by the Supplier, as set out in the Order Form.
- 8 **Change Order Form:** template at Schedule 4 to facilitate the amendment to the Order Form as agreed by the parties.
- 9 **Client:** means the organisation named on the Order Form and any Affiliates.
- 10 **Coaches:** means qualified and vetted personnel appointed by the Supplier through a consultancy agreement to provide the Services.
- 11 **Coaching Days:** the number of coaching days committed to over a period of 12 months as set out in the Order Form, including any agreed Ad Hoc Days.
- 12 **Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:** as defined in the Data Protection Legislation.
- 13 **Client Materials:** all materials, equipment and tools, drawings, specifications and data supplied by the Client to the Supplier.

Client Staff: Client personnel who are engaged by employment contracts or consultancy agreements with the client.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

14 **Initial Term:** as set out in the Order Form.

15 **Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks,

business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 16 **Notice Period:** the required number of days as set out in the Order Form in which a party must give prior written notice to other party in order to terminate this Agreement without cause.
- 17 **Order Form:** the form completed by the parties setting out key commercial terms which is incorporated into and forms part of the Agreement.
- 18 **Policies:** the Client's mandatory policies as set out in Schedule 2, as amended by notification to the Supplier from time to time.
- 19 **Renewal Term(s):** as set out in the Order Form.
- 20 **Services:** the services, to be provided by the Supplier pursuant to the Agreement and the Policies as set out in Schedule 2 and as described in Order Form.
- 21 **Services Start Date:** the day on which the Supplier is to start provision of the Services, as set out in the Order Form.
- 22 **Sessions:** means the coaching session arranged for Client Staff during a Coaching Day.
- 23 **Supplier IPRs:** all Intellectual Property Rights subsisting in the Services (excluding any Client Materials incorporated in them) or otherwise necessary or desirable to enable a Client to receive and use the Services.
- 24 **Supplier Personnel:** means employees and contractors including the Supplier Coaches.
- 25 **Term:** means the Initial Term as set out in the Order Form and subsequent Renewal Terms.
- 26 **UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 Interpretation:

- (a) The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- (b) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

(c) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(d) A reference to **writing** or **written** email.

2. Appointment

1.1 By clicking 'I accept', 'I agree' (or similar button) or a signature upon the Order Form the Client acknowledges that it has read, understood, and agrees to be bound by this Agreement (the date of such occurrence being the Service Start Date).

1.2 This Agreement permits Affiliates to use the Services through the Client. Notwithstanding the foregoing, the Client and the Supplier shall be the only contracting parties to this Agreement with the Client procuring on behalf of any benefiting Affiliate compliance with the terms and conditions of this Agreement.

3. Commencement and term

3.1 The Agreement shall commence on the Services Start Date and shall continue for the Initial Term and any Renewal Terms, unless terminated by either party serving the other party with the agreed Notice Period or as otherwise set out in the terms of this Agreement.

4. Supply of services

4.1 The Supplier shall supply the Services to the Client, and any Affiliate where it has been instructed to by the Client, from the Services Start Date in accordance with the Agreement.

4.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Order Form, but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this Agreement.

4.3 In supplying the Services, the Supplier shall:

(a) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

(b) only use Personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;

(c) provide all equipment, tools, vehicles and other items required to provide the Services;

(d) comply with all applicable laws, statutes, regulations from time to time in force;

(e) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises from time to time subject to such rules having been notified to the Supplier in good time and in advance of providing such Services.

- 4.4 If the Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client or its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client or its representatives or shall otherwise be entitled to withdraw or suspend the services without liability to the Client.
- 4.5 The Supplier shall ensure that all Supplier Personnel in particular the Coaches involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such Supplier Personnel are in sufficient number to enable the Supplier to fulfil its obligations under this Agreement but which shall be subject to the Policies set out at Schedule 2.
- 4.6 The Supplier and the Client shall agree a maximum number of Ad Hoc Days that can be applied to the Agreement, where the Client experiences an increased demand for Sessions. Where the Client uses such Ad Hoc Days for a period of 2 consistent months or there is a requirement for more Ad Hoc Days than have been agreed in the Order Form, no further Ad Hoc Days will be granted. In order to procure more Coaching Days the parties will agree to a Change Order to increase the number of Coaching Days.

5. Client's obligations

- 5.1 The Client shall and shall procure that any Affiliate using the Services shall comply with the terms and conditions of this Agreement.
- 5.2 The Client shall:
- (a) provide such access to the Client's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Client in writing in advance, for the purposes of providing the Services; and
 - (b) provide such necessary information including but not limited to health & safety requirements (in advance where necessary) for the provision of the Services as the Supplier may reasonably request.
- 5.3 A failure by the Client to comply with the terms of the Agreement can only relieve the Supplier from complying with its obligations under the Agreement with effect from the date on which the Supplier notifies the Client in writing and in reasonable detail of the Client's failure and its effect or anticipated effect on the Services.
- 5.4 The Client acknowledges and agrees that the services offered by the Supplier are mental health coaching and wellbeing services only, and do not constitute counselling and psychotherapy. The Client shall procure that any Client Staff wishing to engage in counselling and psychotherapy does not, without the Supplier's prior written approval, engage in such services with any Coaches who have been or are engaged in providing the Services under this Agreement. The Client shall indemnify the Supplier against any loss incurred by the Supplier arising as a result of a breach of this clause 5.3 by the Client.

5.5 The Client shall ensure that Sessions are booked by Client Staff only. The Supplier shall not be liable for any acts or omission for those attending Sessions who are not Client Staff.

1.3 The Client shall be responsible for ensuring Client Staff attend booked Sessions and shall and shall procure that all Client Staff comply with the Sessions Policy as set out in Schedule 2 of this Agreement. The Supplier shall not be liable for any non-attendance or non-compliance with the Sessions Policy by Client Staff unless the Supplier is at fault for reasons set out in this Agreement.

6. Warranties

6.1 The parties warrant and undertake:

- (a) to obtain and maintain all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Agreement; and
- (b) that they have full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative.

6.2 The Client warrants that it has full capacity and authority to enter into and perform this Agreement on behalf of any Affiliates that benefit from the Services.

7. Intellectual property

7.1 The Supplier and its licensors shall retain ownership of all Supplier IPRs. The Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials.

7.2 The Supplier grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence for the Client's employees to use the Supplier IPRs during and after the Session for the purpose of receiving and putting into practice the Services during the Term of the Agreement. The licence does not grant the Client or its employees the right to copy, translate, incorporate, upload onto any media or anyway create a derivative of such Supplier IPR.

7.3 The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of the Agreement for the purpose of providing the Services to the Client in accordance with the Agreement.

8. Charges and payment

8.1 In consideration for the provision of the Services, the Client shall pay the Supplier the Charges in accordance with this 8. The Client shall pay and remain liable, as a financial guarantor, for any undisputed payment of Charges incurred for Services provided to an Affiliate under this Agreement.

- 8.2 All amounts payable by the Client exclude amounts in respect of value added tax (VAT), which the Client shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 8.3 The Supplier shall submit invoices for the Charges plus VAT if applicable to the Client monthly in arrears or as otherwise agreed on the Order Form. Each invoice shall include all supporting information reasonably required by the Client.
- 8.4 The Client shall pay each invoice which is properly due and submitted to it by the Supplier as set out in the Order Form, to a bank account nominated in writing by the Supplier.
- 8.5 If the Client fails to make any payment due to the Supplier under the Agreement by the due date for payment, then, without limiting the Supplier's remedies under 12 (Termination), the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 1% a year above the Bank of England's base rate from time to time.
- 8.6 Neither party may set off any liability against the other party, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement.

9. Limitation of liability

- 9.1 Nothing in the Agreement shall limit the Client's liability under Clause 5.3 of the Agreement.
- 9.2 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and/or
 - (c) any statutory or other liability which cannot be limited or excluded under applicable law.
- 9.3 Subject to clause 9.2, the Supplier's total liability to the Client in respect of all breaches of duty occurring within any contract year shall not exceed the Cap.
- 9.4 In clause 9.3:
- (a) **Cap.** The cap is the greater of Charges and 200% of the total charges in the Contract Year in which the breaches occurred.
 - (b) **Contract Year.** A contract year means a 12-month period commencing with the date of the Agreement or any anniversary of it;
 - (c) **Total Charges.** The total charges mean all sums paid by the Client and all sums payable under the Agreement in respect of goods and services actually supplied by the Supplier, whether or not invoiced to the Client; and

- (d) **Total Liability.** The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement.

9.5 Subject to clauses 9.1, 9.2 and 9.6, the Client's total liability to the Supplier shall not exceed 150% of the total charges pay and payable by the Client in a contract year. The Client's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement.

9.6 The Client shall at all times be liable for any Affiliate's use of the Services and shall indemnify the Supplier against all liabilities, reasonable costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other reasonable professional costs and expenses) suffered or incurred or paid by the Supplier arising out of any acts or omissions of an Affiliate in the use of the Services.

9.7 This 9.7 sets out specific heads of excluded loss:

- (a) Subject to clauses 9.1, 9.2 and 9.6, the types of loss listed in 9.7 (b) are wholly excluded by the parties.
- (b) The following types of loss are wholly excluded:
 - (i) Loss of profits.
 - (ii) Loss of sales or business.
 - (iii) Loss of agreements or contracts.
 - (iv) Loss of anticipated savings.
 - (v) Loss of use or corruption of software, data or information.
 - (vi) Loss of or damage to goodwill.
 - (vii) Indirect or consequential loss.

10. Insurance

During the term of the Agreement and for a period of two years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall produce to the Client on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. Rescheduling or Cancellation

1.4 The Supplier shall be entitled to cancel or reschedule Coaching Days and Session as set out in the Policies in Schedule 2.

1.5 The Client is able to reschedule or cancel the Coaching Days as set out below.

Rescheduling

- 11.1 The Supplier shall where possible attempt to accommodate date changes where the Client has given the Supplier more than 2 weeks prior written notice. Where the Supplier is unable to reschedule the date to within a 30 day period of the original date, the Coaching Day shall be treated as cancelled and a Cancellation Fee shall be charged to the Client.

Cancellations

- 11.2 Should the Client need to cancel a Coaching Day/s over and above the allocated Cancellation Allowance, the Client must give the Supplier no less 30 days prior written notice to cancel without such notice the Client is obligated to pay the Cancellation Fee.

12. Termination

- 12.1 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 12.2 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.
- 12.3 Termination or expiry of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

13. Exit arrangements

On termination of the Agreement for whatever reason the Client shall:

- (a) inform its Client Staff that Sessions are coming to an end; and
- (b) ensure all outstanding Charges are paid to the Supplier.

14. Data Protection

- 14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 14.2 The parties agree that due to the nature of the Services, the Supplier will be appointing third parties to provide the Services. As such the Client consents to the Supplier appointing Coaches as a third-party processor of Personal Data under this Agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Client and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this Clause 14. As such the parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and the Supplier is the processor. Schedule 3 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- 14.3 Without prejudice to the generality of Clause 14.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this Agreement.
- 14.4 Without prejudice to the generality of clause 14, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this Agreement:
- (a) process that personal data only on the documented written instructions of the Client unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Supplier shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Client;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure that all Personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

- (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
- (e) assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Client without undue delay on becoming aware of a personal data breach;
- (g) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the personal data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 14 and immediately inform the Client if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

15. General

15.1 Force majeure. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for one month the party not affected may terminate the Agreement by giving 20 days' written notice to the affected party.

15.2 Subcontracting. Apart from the right to appoint Coaches, the Supplier may not subcontract any or all of its rights or obligations under the Agreement without the prior written consent of the Client. If the Client consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

15.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time during the Agreement, and for a period of two years after termination of the Agreement, disclose to any

person any confidential information concerning the business, affairs, Clients, clients or suppliers of the other party, except as permitted by 15.3 (b).

- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this 15.3(b); and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement.

15.4 Entire agreement. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.5 Variation. No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives) using the Change Order Form at Schedule 4.

15.6 Waiver.

- (a) A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.7 Severance. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

15.8 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

- (ii) be sent by email to the address specified in the Order Form.
- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt; and
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this 15.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.9 Survival.

- (a) Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- (a) Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

15.10 Third party rights.

- (a) Unless it expressly states otherwise, the Agreement does not give rise to any rights for a third party to enforce any term of the Agreement.
- (b) The rights of the parties to terminate or vary the Agreement are not subject to the consent of any other person.

15.11 Assignment and other dealings.

- (a) The Client can assign the benefit of the Services in this Agreement to an Affiliate, but it cannot novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- (b) The Supplier may at any time assign, novate, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

15.12 Governing law. The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of England.

15.13 Jurisdiction. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes

or claims) arising out of or in connection with the Agreement or its subject matter or formation.

15.14 Language.

- (a) This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.
- (b) Any notice given under or in connection with this Agreement shall be in the English language. All other documents provided under or in connection with this agreement shall be in the English language, or accompanied by a certified English translation.
- (c) If such document is translated into any other language, the English language version shall prevail unless the document is a constitutional, statutory or other official document.

Schedule 1 – Services

The Supplier (“we, our, us”) shall provide the Client (“you”, “your”) following Services:

1. **An agreed number of Coaching Days** depending on the size of your business. This will include a minimum number of Sessions we feel are necessary in order to be able a Coach to react to your employees responsibly and with impact. This is to ensure a consistent service is provided so that your business experiences a real impact. On the other hand, it is our duty of care to ensure coaching is provided responsibly, and so we will guide you on the number of Coaching Days required so that it aligns with our ethos of pro-actively and responsibly working on mental health.
2. **A vetted and accredited Coach.** The Coaches have been thoroughly vetted by our experienced Head Coaches for the unique demands that come with Sanctus Coaching. We select our Coaches from diverse backgrounds who will bring their own style and approach, and all are experienced, dynamic, creative and skilled at building strong relationships with individuals to create a safe space within the workplace for an individual to bring any issue - work-related or not - that they wish to discuss (subject to the Policies set out in Schedule 2).
3. **A carefully selected Coach to be able to reflect the needs of your employees.** Given that this is a skilled Service and as such we are not able to offer a menu of Coaches for you to select. The key element to our Service is that we dedicate a lot of our energy and experience to recruiting and developing our Coaches, and we have a high standard for the quality of Coaches we work with as well as a rigorous multi-stage application process. We've found that the trust between individuals and their Coach is strongest when we assign the Coach instead of someone from your company choosing, and trust is the key ingredient to creating a meaningful coaching relationship that supports growth and healing. In addition to upholding the impartiality of the space, this also avoids unconscious bias and judgment.
4. **Coaches who are properly trained.** Our Coaches are not business coaches or performance coaches - though they're happy to work on those topics if that's what a person wants to talk about - they're 'human' coaches, coaching on all and any aspects of a person's life. Whilst a business coach would need to fit your company culture, our Coach is an expert in safely working with the widest possible range of people to help them to make meaningful change in the direction they want; it's not about whether they match a specific company culture, it's how well they coach people.
5. **Flexibility.** If you have reasonable grounds to believe that a Coach isn't the right fit, we encourage anyone you to share clear feedback either directly with the Coach (in-person or via our feedback form) or by emailing us through your Sanctus contact point. We'll be as responsive as we can, whilst holding that no Coach or approach is going to be completely right for everyone (though we do work hard to hire coaches who are pretty close).

Schedule 2 – Policies

The Supplier (“we, our, us”) shall provide the Client (“you”, “your”) the Services subject to the Agreement including the Policies set out below:

1. BOUNDARY POLICY.

- The intention of this policy is to create clear guidelines on what Sanctus Coaching is and what it is not, in order to ensure we are protecting to the best of our ability the individuals who use Sanctus Coaching, businesses who engage Sanctus Coaches and Sanctus itself.
- This policy provides guidance and clarity on the boundaries of Sanctus Coaching. If you are concerned about your own safety or the safety of someone else in this moment, please call 999 immediately.
- If you are interested in guidance and recommendations for how to proceed in relation to scenarios that fall outside of the bounds of Sanctus Coaching, you can refer to the Sanctus Directory.
- We believe that people should treat their mental health like they do their physical health and as a result, we created Sanctus to be the gym for your mental health and Sanctus Coaches are like the personal trainer.
- Sanctus Coaching exists to create a safe space for individuals to talk openly about their mental health. Mental health, like physical health, spans the entire range of human experiences. A large portion of this falls within a spectrum where coaching can be valuable - that includes everything from helping people to thrive to providing a space for people to talk about whatever is going on in their lives to thinking through specific challenges.
- You could consider Sanctus Coaching as you would consider attending the gym, a fitness class, using a personal trainer or going for a run. A space to maintain and improve your wellbeing.
- There's a further portion of the mental health spectrum which falls outside of the scope for which coaching is helpful or appropriate. This includes diagnosing or managing mental illness, severe mental health issues or conditions, trauma, deeply entrenched patterns seriously impacting a person's ability to live their life well, or instances where an individual is taking or considering taking actions that are or could be harmful to themselves or others.
- Sanctus Coaches are not qualified to work with individuals on these types of issues and to do so in the Sanctus Coaching space would be unsafe for the individual, coach, business and Sanctus.
- If you consider Sanctus as the gym and our Coaches like personal trainers, then there are certain cases when you would not turn to your personal trainer. For example, if you had an injury and needed a physiotherapist or if you were unwell and needed a doctor.

- There are certain issues people face that are too broad and complex to work on during a Sanctus Coaching session and other forms of support, such as therapy, counselling, or other medical support, are better suited, more thorough and more appropriate.
- If you felt ill, were injured or unwell, you would contact your doctor or another health professional rather than attending a personal training session.
- While Sanctus Coaches are not qualified to work with the examples listed above and the Sanctus Coaching space is not the appropriate space to seek to manage or address these issues, all individuals are welcome to come to Sanctus Coaching, whether to simply talk about their experience of whatever they'd like to speak about or to be coached on a topic unrelated to the larger mental health challenge they are managing.
- The only examples in which this is not the case are instances where the mental health issue is so pervasive for a person that it effectively takes over their ability to be coached on another topic (e.g. are psychotic, in severe distress, or severely depressed), or in instances where the Sanctus Coach feels physically, emotionally or mentally at risk with an individual. In this case Sanctus Coaching would be unsafe for the individual, coach, business and Sanctus (please see our Refusal Policy for more information on this).
- If you had a knee injury for which you were seeing a physical therapist, you may still decide to engage a personal trainer to work on upper-body strength, which would be unproblematic. If you also wanted to work on leg strength, the range of exercises you could undertake with your personal trainer would be constrained by the knee injury and the personal trainer would need to be informed of the area to avoid.
- Occasionally, despite the above, individuals will come to a Sanctus Coaching session seeking support for a challenge that is beyond the scope of coaching.
- In these instances, Sanctus Coaches explain what can and cannot be worked on effectively with coaching, will provide the individual with information on other avenues for support that might be more appropriate, and will provide a space for the individual to reflect on how they would like to proceed.
- Instead of coaching, in this instance the Coach will focus on sharing information and empowering the individual to make the choices that are right for them. Seeking further support is entirely the decision and responsibility of the individual.
- If you went to see a personal trainer and they noticed you seemed to have an injury that you may or may not have been aware of, they would refrain from working on that area and recommend you see a physical therapist. Whether you decided to take the steps to engage a physical therapist would be your own decision and responsibility.
- Sanctus coaches are trained in basic risk assessment to improve their ability to spot at-risk individuals in order to more aptly identify instances in which coaching is not appropriate.
- While the specialty of a personal trainer is not triage or treating illnesses (and they would likely be less adept at personal training if they were also trying to fill several other roles at the same time), a good personal trainer would be trained in basic first aid in **case** something unexpected came up.

2. REFUSAL POLICY

- Though it is possible that individuals who are at risk of harm to themselves or others may book themselves into Sanctus Coaching, the purpose and scope of Sanctus Coaching is not to support individuals who are 'at-risk' (please see our Boundary Policy above).
- Sanctus partners agree to act in accordance with our Boundary Policy, including refraining from referring individuals whom you deem to be 'at risk' (we define 'at risk' as an individual who is a threat or potential threat to their own safety or the safety of others, in the immediate, short or medium term), or managing severe mental health challenges to Sanctus Coaching. A good general guide is that if someone 'urgently' needs a Sanctus session or feels unable to wait for the next available slot, then coaching is likely not the right type of support for them, and alternative and more regular contact talking therapies would be better suited.
- It may happen that an individual who is at risk subscribes on their own accord to Sanctus Coaching, in which case the Coach will follow Sanctus' Policy on Working with Individuals Identified as 'at risk' during a Coaching Session. If you are concerned about individuals in your workplace, you are welcome to use our Guidance for Supporting Individuals 'at-risk' (in annex below) as a starting place for addressing their needs. Please note that Sanctus is not responsible for any actions or consequences resulting from the use of said guide.
- If you are concerned for an individual's safety in this moment, please call 999 immediately.
- Sanctus Coaches maintain the right to refuse coaching or entry to the Sanctus Coaching space to individuals who they feel are a threat to their physical, psychological or emotional safety, or the safety of the individual seeking to use the space. This may be due to physical, verbal or emotional abuse towards the Coach or the threat of the same, or due to a perceived lack of emotional stability or contact with reality on behalf of the individual, such as an individual who is psychotic.
- In any instance where this is the case, the Sanctus Coach will:
 - Seek to address the topic directly with the individual, if the Coach deems it safe to do so.
 - Bring the issue to a Head Coach at Sanctus and/or to Supervision.
- If this does not resolve the issue or the Coach does not feel it safe to address directly with the individual, the Coach will break confidentiality and request that Sanctus communicate to the individual that they may not use the Sanctus space, and block them from booking sessions, if necessary.
- If necessary, Sanctus will also notify HR at the partner company, and in extreme cases involve the police if needed.
- This information is stated in the Sanctus Terms and Conditions, which individuals must have read, understood and agreed to in order to book a Sanctus session.

3. SESSIONS POLICY

Coach Client Relationship

- The Sanctus Coach agrees to maintain the ethics and standards of behavior established by the regulatory body that they adhere to. It is recommended that the Client review those specific Code of Ethics and the applicable standards of behavior. The Client can do this by asking the Sanctus Coach which regulatory body they adhere to. (This is likely to be ICF, AC, EMCC, BACP or otherwise).
- Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching sessions and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
- Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time and that he/she may only be able to access Sanctus Coaching infrequently, that regular sessions are not guaranteed.
- Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education, recreation and others. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.
- Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.
- 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.
- The parties agree to engage in a Coaching relationship through in- person and telephone meetings (where possible). The Coach cannot guarantee their availability to Client by e-mail and voicemail in between scheduled sessions as defined by the Coach.
- The sessions shall be 45 minutes.

Procedure

- The time of the coaching days and available sessions will be determined by Sanctus and The Business based on a mutually agreed upon time. The Client will initiate all

bookings with the Sanctus Coach through the Sanctus online booking system and takes responsibility for attending the session at their chosen time.

Confidentiality

- This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the Coaches' relevant Code of Ethics.
- However, please be aware that the Coach-Client relationship 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 recognised privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.
- The Coach agrees not to disclose any information pertaining to the Client to The Business. Sanctus Coaching is not Business Coaching therefore all content shared in a Sanctus Coaching session strictly falls under this agreement between Coach and Client.
- The Coach will inform The Business with The Client's consent if they have reason to believe that The Client is in danger of harming themselves or others.
- Confidential Information does not include information that: (a) was in the Coach'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 Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

Risk & Suicide

- It is not uncommon for conversations about suicide and imminent risk and/or safety to be associated with mental health in a broader context. While the Sanctus coaching space is not the best place to bring these thoughts and feelings (your GP, a suicide-prevention helpline or emergency services are the best port of call) it can happen that an individual does come to a Sanctus coaching session while experiencing some degree of these thoughts or feelings. Sanctus Coaches are trained to assess risk and understand what to do if suicide or situations of immediate danger emerge within a session, however Sanctus is not the place to actively seek this level of support.
- The Client acknowledges that there are certain issues people face that are too broad and complex to work on during a Sanctus coaching session and other forms of support, such as therapy, counselling, or other medical support, are better suited, more thorough and more appropriate in these circumstances.
- The Client acknowledges that there is a portion of the mental health spectrum which falls outside of the scope for which coaching is helpful or appropriate. This includes

diagnosing or managing mental illness, severe mental health issues or conditions, trauma, deeply entrenched patterns seriously impacting a person's ability to live their life well, some kind of experience or emotion that is regularly debilitating and interfering with regular functioning, or instances where an individual is taking or considering taking actions that are or could be harmful to themselves or others.

- Sanctus Coaches are not qualified to work with individuals on these types of issues and to do so in the Sanctus coaching space would be unsafe for all parties.
- Sanctus welcomes all *individuals* to come to Sanctus coaching to be coached on a topic unrelated to the larger mental health challenge they are managing. The only examples in which this is not the case are instances where the mental health issue is so pervasive for a person that it effectively takes over their ability to be coached on another topic (e.g. are psychotic, in severe distress, or severely depressed). In this case Sanctus coaching would be unsafe for the individual, coach, business and Sanctus.
- The Client acknowledges that Sanctus Coaching may or may not be the right place for them to work on their mental health, particularly if their current mental health relates to the issues named in point B. In these instances, where you may *not be in immediate danger of harm*, but you might be in a lot of pain and require an increased amount of care than what Sanctus coaching can offer, we offer the below suggestions:
 - Contact your EAP, if your business has one.
 - Contact your GP.
 - Contact HR, if you feel comfortable.
 - Use the Sanctus Orange Pages to help you find the right person or organisation for further support.
- If *you* are *actively* considering suicide or considering taking actions that may cause harm to yourself or others or if you feel that you or any other person may be in *immediate* danger or if you have a medical emergency then you must immediately contact the emergency services.
 - 999 — the main emergency services number
 - 112 — another emergency number (that works outside of the UK)
 - 101 — the non-emergency number for the police
 - 111 — the non-emergency medical number (use this for illnesses and minor injuries where life isn't threatened, but you would like advice on what to do next or need an emergency appointment with your GP).

Refusal Policy

- Sanctus Coaches maintain the right to refuse coaching or entry to the Sanctus coaching space to individuals who they feel are a threat to their physical, psychological or emotional safety, or the safety of the individual seeking to use the space. This is determined at the Coach's discretion.

Release of Information

- The Coach engages in training and continuing education in order to pursue and/or maintain their relevant Coaching Credentials. That process requires the names and contact information of all Clients for possible verification of hours coached by their regulatory body. By entering into this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with the staff members of the Coaches chosen regulatory body. To accredit the Coach, someone from their regulatory body may contact you.
- According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

Cancellation & Late Policy

- Client agrees that it is the Client's responsibility to notify Sanctus of cancellations or rescheduling as soon as possible in advance of the scheduled calls/meetings. This is to make Sanctus Sessions as widely available as possible to other members of the team.
- Client agrees that it is the Client's responsibility to attend coaching sessions at the agreed appointment. The Client is aware that arriving to a session more than 5 minutes late could result in a loss of that session and the Coach will re-market the session to other Clients within The Business after the 5 minute time period is up.

Record Retention Policy

- The Client acknowledges that Sanctus has disclosed their record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for a period of not less than 7 years after Sanctus ceases to work with The Business.
- All records made by the Coach will include the Client's name and a very brief descriptive note that is purely content related, with no feelings or judgments attached. Notes will always be taken without any potentially compromising information. Here are some examples of how notes are taken and how notes are not taken by The Coach.

How notes are taken by the Coach

Joe talked about his marriage. Agreed he'd reflect on values for next time.

Jane talked about how she's feeling about work and her relationship with her boss.

How notes are not taken by the Coach

Joe is still struggling to manage his insecurities in his relationship. He talked about how difficult he's finding it to manage his jealous feelings while his partner is on work travel. He

was visibly upset and hard on himself. We agreed he'd reflect on what he needs to feel safe in his relationship.

Jane is thinking of leaving her job because she can't stand her boss.

All digital notes are password protected and secured.

4. SANCTUS COACH SWAP POLICY

The aim of Sanctus coaching is to provide our clients with a space to be in relationship with a coach where they feel safe enough to talk about what is most important for them.

Fundamental Competencies

Our coaches have been selected based on their training and their capacity to provide safe, high quality, professional relationships. We take it as our coaches' responsibility to ensure that the Sanctus space is safe in the following ways:

- **Confidential**
 - All content shared by the Client in the sessions will remain completely confidential between the Coach and the Client.
 - Confidentiality will be extended in cases of high risk to the client or others
 - Confidentiality will also be extended for the purposes of supervision where a confidentiality contract is agreed by members of a group

- **Boundaries**
 - The Coach will make clear how the Sanctus space can be used and communicate any limits for the benefit of the Client, e.g. when an issue would better be addressed by psychotherapy or other psychological interventions
 - The Coach will maintain a professional relationship with the Client at all times and, in accordance with the ICF code of ethics, will not enter into multiple relationships with the Client, e.g. social, financial

- **Non-discriminatory**
 - The Coach will not knowingly engage in any action which is discriminatory or oppressive

We consider these competencies as fundamental and non-negotiable. They ensure the basic safety of the client and respect their right to self-determination.

Any behaviour in explicit contravention to either of the above principles would be treated by Sanctus as malpractice and grounds for withdrawal of a coach from the Partner Organisation in which they are coaching.

Key Intentions

Beyond these fundamental principles, Sanctus coaches also strive to create spaces which go beyond the basic safety above. They work to create spaces and relationships with Users which are:

- **Inclusive**
 - The Coach will use their experience, knowledge and skill to create a space in which as many different individuals as possible feel welcomed in their full uniqueness as people
- **Non-Judgmental:**
 - The Coach strives to maintain a non-judgmental approach to what the Client brings
- **Empowering**
 - The Coach's full attention is on the Client and their agenda. The coaching will always be focused on the Client's needs and how to empower the client to meet them

We consider the key difference between Fundamental Competencies and Key Intentions to be that the first can be independently established, whereas the second depend, in part, on the process and experience of the Client

Swapping a Coach

- We will automatically consider swapping a coach if they have acted in a way that breaks confidentiality, is not professionally boundaried, or is discriminatory
- The process for establishing such behaviour will involve:
 - Requesting information from the partner if an allegation is made, or from internal Sanctus employees if such activity is disclosed to them
 - Review by the relevant Head Coach, Head of Coaching, and Sanctus Supervisor
- If the Coaching Team and Supervisor determine that a Coach's actions have crossed these boundaries in a way that is inconsistent with safe and ethical practice, Sanctus will withdraw the coach from work in the Partner Organisation

Swapping a Coach under other circumstances

If it should occur that, during the course of their work together, the relationship between a Sanctus Coach and the Partner Organisation in which they coach breaks down to the point at which it is no longer in the interests of the Partner Organisation or the Coach to continue to work together, then withdrawal of a Coach will be considered by Sanctus.

However rarely this point is reached, it will always arrive through individual circumstances and so we cannot define when this point is reached, but it must be determined through dialogue between Sanctus, the Sanctus Coach and the Partner Organisation

Before agreeing to a withdrawal of a Sanctus coach from an organisation, Sanctus will seek to engage the Partner Organisation in the following process:

- Reviewing feedback submitted by Sanctus users, feedback given by POC and experience of the Coach
- The process would look to determine the factors which can explain the breakdown in working relationship.
- Before withdrawal of a Coach is considered by Sanctus, Sanctus will endeavour to establish, in collaboration with the Partner Organisation, a comprehensive, multi-factor picture of the working relationship between

Sanctus, the Partner Organisation, the Coach and the Users, leading to actions which may improve the relationship

- If, as part of this co-determination, the style or approach of the Coach is deemed by both parties to be particularly relevant, then such feedback will be given to the Coach by Sanctus and appropriate development will be required of them, particularly where the feedback involves improvement in meeting our Key Intentions
- Where the above conditions have been met, and the relationship between Coach and Partner has still not improved, then Sanctus will consider withdrawal of the Coach from the Partner Organisation

Schedule 3 – Data Protection

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Processing by the Supplier

1.1 scope, nature & purpose of processing

The Supplier will collect, store, process and use data relating to the Client and the Client Staff for the purposes of providing the Services to be provided by the Supplier pursuant to the Agreement and the Policies as set out in Schedule 2 and as described in Order Form. This will include passing the data to third parties for the purposes of providing the Services as described in this Agreement and its legitimate interests in operating the Supplier's business.

1.2 duration of the processing

The Term plus seven years from the date of termination of this Agreement.

2. Types of personal data

First name, surname, email address, IP address, gender

3. Categories of data subject

Client Staff

Schedule 4 – Change Order Form

**PARTNER AGREEMENT****CHANGE ORDER FORM:**

[Change Order No.]	[CONTRACT NUMBER]
Client:	[COMPANY NAME] LIMITED (No. [NUMBER])
Client's address:	[REGISTERED ADDRESS]
[Client's representative:]	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
Supplier:	Sanctus London Limited Company registered number: 10430289
Supplier's address:	Ustwo London, 62 Shoreditch High Street, London, England, E1 6JJ
Supplier's VAT number:	[NUMBER]
Supplier's representative:	Name: George Bettany Title: Managing Director Email: george@sanctus.io Postal Address: Ustwo London, 62 Shoreditch High Street, London, England, E1 6JJ
Email Address for Notices:	Supplier: [insert email address for notices] Client: [insert email address for notices]
Services Start Date:	[DATE]
Change Order Date:	[DATE]
Details of Change:	[insert details of changes e.g increasing Coaching Days due to use of Ad Hoc Days]

Signed by [NAME OF DIRECTOR]

.....

for and on behalf of [NAME OF CUSTOMER]

Director

[or a tick box acceptance button]

Signed by George Bettany

.....

Director

for and on behalf of Sanctus Limited

The parties agree to the terms of this Change Order Form and that it amends and forms part of the Order Form of the Partner Agreement: