



TERMS OF SERVICE

The terms and conditions below apply to all coaching services provided by **Emmanuelle Clouet of Yukan Ltd.** to any individual or organisation. In these terms ("the Terms"), "we"/"us"/"our" means **Yukan Ltd.**, and "your"/"you"/"yours" means you, the client. Purchasing any Services from us constitutes acceptance of the Terms. The Terms shall not be varied in any way whatsoever unless agreed in advance in writing between the parties. The term "coaching" as here used covers coaching, life coaching, personal coaching, executive coaching and business coaching for clients.

DEFINITIONS

"Fee" means the sum payable by you to us for the Services. "Services" means any such coaching services (including but not limited to group sessions and individual one-to-one sessions over Skype or telephone, and coaching programs made of numerous session) as requested by you. "Session" means a coaching session lasting between 30 to 120 minutes in length.

1. Appointment

1.1 We agree to supply the Services to you and you agree to pay the Fee for the same subject to these Terms. 1.2 The exact date and time of our supply of the Services is agreed when you book one of the session slots in the Acuity Scheduling system, or both parties confirm a date and time via email. 1.3 The amount of the Fee shall be agreed in advance between the parties when you select one of the Services. By selecting a specific Service, you are agreeing to pay the Fee in full at booking or in instalments as stated in the booking form. 1.4 No variation to these Terms shall be binding unless agreed in writing and signed by both parties.

2. Independent contractor status

Emmanuelle Clouet of Yukan Ltd. is engaged as an independent contractor. Nothing herein will be deemed or construed to create an employer-employee, joint venture, partnership, or agency relationship between **Emmanuelle Clouet of Yukan Ltd** and you for any purpose whatsoever.

3. Your Status

3.1 By purchasing coaching from us, you warrant that: (i) You are legally capable of entering into binding contracts; and (ii) You are at least 18 years old. 3.2 You understand that your coaching results are dependent on your actions. You enter coaching with the full understanding that you are wholly responsible for creating your own results. 3.3 You understand and agree that the Services provided by us is in no way to be construed as psychological counselling or therapy.

4. Our obligations

4.1 We shall endeavour to provide the Services in accordance with these Terms. 4.2 In the event that we cancel the Services or a Session, as applicable, for any reason, we shall offer you a new date for the Services or the Session and no additional Fee shall be payable by you. 4.3 We acknowledge that anything you share with us is completely confidential. We undertake not to disclose any information you share with us in any session in any way whatsoever (unless in the unlikely event we are required to do so by law).



5. Your obligations

5.1 You shall: (i) co-operate with us as reasonably necessary in order to enable us to provide the Services; and (ii) notify us of if you have any special requirements relating to the Services prior to us providing the Services. 5.2 You understand that for our work to be effective it's important for you to be as honest, open and at ease as possible. 5.3 You shall notify us if and when: (i) you say or do anything in a session that you don't feel comfortable with; and (ii) you have any concern at all with the way we are working.

6. Payment

6.1 For coaching sessions payment of the Fee by you to us shall be by Paypal or card a minimum of 24 hours before your first Session. 6.2 Payment of all sums shall be made in either pounds sterling or Euros, via the purchase buttons on the **Yukan website** or via the **Book Like A Boss** Scheduling page for **Emmanuelle Clouet of Yukan Ltd**. 6.3 You understand and agree that, in the event that if you fail to comply with this Clause, we reserve the right to: (i) charge interest on any late payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, on the amount unpaid at the rate of **8%** per annum above the Bank of England base rate from time to time, from (and including) the date on which payment was due until (and excluding) the date on which payment in full is made; and (ii) claim compensation for any reasonable debt recovery costs incurred by us from you should any action be undertaken to obtain settlement of the account.

7. Cancellation Policy

7.1 In the event you decide to cancel your Services and no longer wish to use them, the Fee is not refundable and you are still liable for the remainder payments if you purchased Services through instalment payments. You do however have the right to transfer the Services to someone you know as long as you provide this notice to us in writing over email. 7.2 In the event that you notify us that you wish to postpone the Services or the Session prior to the time of commencement of the same, you shall do so 48 hours (2 business days) or more in advance of the next scheduled Session. If you notify us less than 48 hours (2 business days) in advance of the next scheduled Session, the Fee is not refundable. 7.3 In the event that you notify us that you wish to postpone the Services or the Session, you acknowledge and agree that we cannot guarantee to reschedule the same for your preferred date and time. 7.4 In the event that you notify us that you wish to postpone the Services or the Session, you acknowledge and agree that you have **up to 60 days** to use a **one off coaching** session, **up to 60 days** to use the **six sessions in the 3-month program**, **up to 90 days** to use the **twelve sessions in the 6-month program**, and **up to 180 days** to use the **twenty-four sessions in the 12-month program**.

8. Refunds Policy

8.1 You understand and agree that, in the event that if you are unhappy with any part of our services, you shall notify us within 48 hours of having had the Session. 8.2 In the event you wish to ask for a refund of that particular Session, you should give us a written notification within 48 hours of the Session outlining in 200 words or more your reason for dissatisfaction. 8.3 If a refund is granted, both parties have the right to terminate the coaching agreement from there onwards in writing, and we shall not be liable to you to provide any future Services and you shall not be liable for any future instalments due provided you no longer wish to have any more Sessions.



9. Limitation of liability

9.1 We shall not be liable to you (excluding for personal injury or death, fraud, or wilful default) for any loss or damage (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, and whether in tort (including without limitation negligence, contract or otherwise) that may result in connection with the Services. 9.2 Our liability to you shall at all times be limited to the amount paid, if any, by you for the Services.

10. Notices

All notices to be given under these Terms will be in writing (which may include email). Any notice given by email shall be deemed served when dispatched.

11. Force majeure

We shall not be liable to you or deemed to be in breach of these Terms by reason of any delay in performing or any failure to perform any of our obligations in relation to the Services, if the delay or failure was due to any cause beyond our reasonable control.

12. Waiver

No delay or failure by either party to exercise any of its powers, rights or remedies under these Terms will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.

13. Severability

If any part of these Terms is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part will be severed from these Terms, the remainder of which will continue to be valid and enforceable to the fullest extent permitted by law.

14. Entire agreement

These Terms together with our booking confirmation constitute the entire agreement between the parties and shall exclude of any other agreement, or understanding of any kind, whether oral or written, relating to the Services

15. Governing law and jurisdiction

These Terms shall be governed by and construed in accordance with English law and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.