

SPEAK UP
★ LIKE A DIVA

CLIENT CONTRACT

PUBLIC SPEAKING
CONFIDENCE
FREEDOM



SHOLA KAYE
WWW.SHOLAKAYE.COM
SHOLA@SHOLAKAYE.COM
07734 963 593

I'm thrilled to assist you (and your team) in becoming great at public speaking, thinking on your feet, projecting confidence on stage and so much more!! In preparation for our work together, please read this letter through.

Some sections may not apply to you.

CANCELLATIONS

Life happens and sometimes things just don't go to plan. Please note before booking that we reserve the right to apply the following terms to your booking:

Cancellations made less than 48 hours in advance will be charged at the full rate.

If you are late to your coaching or training session, there may or may not be a 10 minute grace period depending on our schedule that day. After this, the time will be taken off your booking.

CONTACT

If you need to rearrange a session, **please contact me via email or phone as soon as possible on shola@sholakaye.com or 07734 963 593**

If you booked your appointment via Acuity Scheduler, please adjust your appointment accordingly as well as informing me as above.

TERMS AND CONDITIONS

Please read in its entirety and then sign and return.

By electronically signing (writing your name) your name and clicking “I Agree,” entering your credit-debit card information, or otherwise enrolling, electronically, verbally, or otherwise, in the course, you (“Client”) are entering into a legally binding agreement with Speak Up Like A Diva with Shola Kaye (“company”) according to the following terms and conditions:

1. **COMPANY’S SERVICES.** Upon execution of this Agreement, electronically, verbally, or otherwise, the Company agrees to render services related to education, seminar, consulting, training, speaking and/or speaker-coaching (the “Programme”). The terms of this Agreement shall be binding for any further goods/services supplied by Company to Client. Parties agree that the Programme is in the nature of coaching, speaking and education. The scope of services rendered by Company pursuant to this contract shall be solely limited to those contained therein and provided for on Company’s website as part of the Programme. Company reserves the right to substitute services equal to or comparable to the Programme for Client if the need arises.

2. **COMPENSATION.** Client agrees to compensate Company according to the payment schedule set forth on Company’s website and the payment plan selected by Client (the “Fee”). Company shall charge a 5% (five percent) late penalty to all balances that are not paid in a timely manner by Client.

3. **REFUNDS AND CANCELLATIONS.** Upon execution of this Agreement, Client shall be responsible for the full extent of the Fee. If client cancels attendance for the Programme later than 7 days in advance for whatever reason the deposit (if applicable) will be nonrefundable. Cancellations for whatever reason made less than 48 hours in advance will be charged at the full extent of the fee. If the client becomes unsatisfied with the services included in the Programme covered with a satisfaction guarantee, then full evidence of implementation will need to be provided. This will be provided through an Evidence Form that the Company will provide. The Evidence Form will need to be returned to the Company no later than 14 days after the last day of the Programme or when the client wishes to terminate attendance to the programme. Once returned via email or post a decision will be made based on the evidence submitted that must reflect you followed through on the advice provided during your Programme. The final decision about a full refund will be made at the full discretion of the Company.

4. **CHARGEBACKS AND PAYMENT SECURITY.** To the extent that Client provides Company with Credit- Card(s) information for payment on Client's account, Company shall be authorised to charge Client's Credit Card(s) for any unpaid charges on the dates set forth herein. If client uses a multiple-payment plan to make payments to Company, Company shall be authorised to make all charges at the time they are due and not require separate authorisation in order to do so. Client shall not make any chargebacks to Company's account or cancel the credit card that is provided as security without Company's prior written consent. Client is responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith. Client shall not change any of the credit card information provided to Company without notifying Company in advance.

5. **NO RESALE OF SERVICES PERMITTED.** Client agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Programme (including course materials), use of the Programme, or access to the Programme. This agreement is not transferable or assignable with the Company's without the Company's prior written consent.

6. **NO TRANSFER OF INTELLECTUAL PROPERTY.** Company's copyrighted and original materials shall be provided to the Client for his/her individual use only and a single-user license. Client shall not be authorised to use any of Company's intellectual property for Client's business purposes. Client shall not be authorised to share, copy, distribute, or otherwise disseminate any materials received from Company electronically or otherwise without the prior written consent of the Company. All intellectual property, including Company's copyrighted course materials, shall remain the sole property of the Company. No license to sell or distribute Company's materials is granted or implied.

7. **LIMITATION OF LIABILITY.** By using Company's services and enrolling in the Programme, Client releases Company, employees and related entities from any and all damages that may result from anything and everything. The Programme is only an educational, speaking and coaching service being provided. By using Company's services and enrolling in the Programme, Client releases Company from any and all damages that may result from anything and everything. Client accepts any and all risks, foreseeable or non-foreseeable, arising from such transactions. Client agrees that Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, con- sequential, or exemplary damages happening from the use or misuse of Company's services or enrolment in the Programme. Client agrees that use of Company's services is at Client's own risk.

8. **DISCLAIMER OF GUARANTEE.** Client accepts and agrees that she/he is 100% responsible for her/his progress and results from the Programme. Client accepts and agrees that she/he is the one vital element to the Programme's success and that Company cannot control Client. Company makes no representations or guarantees verbally or in writing regarding performance of this Agreement other than those specifically enumerated herein. Company and its affiliates disclaim the implied warranties of titles, merchantability, and fitness for a particular purpose. Company makes no guarantee or warranty that the Programme will meet Client's requirements or that all clients will achieve the same results.

9. COURSE RULES. To the extent that Client interacts with Company staff and/or other Company clients, Client agrees to at all times behave professionally, courteously, and respectfully with staff and clients. Client agrees to abide by any Course Rules/Regulations presented by Company. The failure to abide by course rules shall be cause for termination of this Agreement. In the event of such termination, Client shall not be entitled to recoup any amounts paid and shall remain responsible for all outstanding amounts of the Fee.

10. USE OF COURSE MATERIALS. Client consents to recordings being made of courses and the Programme. Company reserves the right to use, at its sole discretion, course materials, videos and audio recordings of courses, and materials submitted by Client in the context of the course(s) and the Programme for future lecture, teaching, and marketing materials, and further other goods/services provided by Company, without compensation to the Client. Client consents to its first name, voice, and likeness being used by Company for future lecture, teaching, and marketing materials, and further other goods/services provided by Company, without compensation to the Client.

11. NO SUBSTITUTE FOR MEDICAL TREATMENT. Client agrees to be mindful of his/her own wellbeing during the programme and seek medical treatment (including, but not limited to psychotherapy), if needed. Company does not provide medical, therapy, or psychotherapy services. Company is not responsible for any decisions made by Client as a result of the coaching and any consequences thereof.

12. TERMINATION. In the event that Client is in arrears of payment or otherwise in default of this Agreement, all payments due here under shall be immediately due and payable. Company shall be allowed to immediately collect all sums from Client and terminate providing further services to Client. In the event that Client is in arrears of payments to Company, Client shall be barred from using any of Company's services.

13. 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. Company agrees not to disclose, reveal or make use of any Confidential Information learned of through its transactions with Client, during discussion with Client, the coaching session with Company, or otherwise, without the written consent of Client. 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.

14. NON-DISPARAGEMENT. In the event that a dispute arises between the Parties or a grievance by Client, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. 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.

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

16. 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. This Agreement may be modified only by an instrument in writing duly executed by both parties.

17. 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.

18. SEVERABILITY. If any of the provisions contained in this Agreement, or any part of them, is hereafter 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.

19. OTHER TERMS. Upon execution by clicking "I agree," the Parties agree that any individual, associate, and/or assign shall be bound by the terms of THIS AGREEMENT. A facsimile, electronic, or e-mailed executed copy of this Agreement, with a written or electronic signature, shall constitute a legal and binding instrument with the same effect as an originally signed copy.

Please sign and return to confirm your acceptance of these terms.

Full Name:

Date:

Signed (please type your name):

By clicking I agree I acknowledge receipt of this letter and the Terms and Conditions enclosed with it. I agree to be bound by them

I Agree

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“90% of how well the talk will go
is determined before the
speaker steps on the platform.” –
Somers White

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