

# lil' bird life coaching

## Life Change Intensive · Client Agreement & Terms of Engagement

Version 2.0 · lilbird.life · US Dollar Edition

**IMPORTANT:** Please read this agreement carefully before signing.

By signing below, you confirm that you have read, understood, and agreed to all terms set out in this document.

This is a legally binding contract between you and lil' bird life coaching.

If you have any questions before signing, contact [hello@lilbird.life](mailto:hello@lilbird.life).

### 1. The Parties

This Agreement is entered into between:

<b>The Coach</b>	Luke Haythorpe, trading as lil' bird life coaching hello@lilbird.life · lilbird.life Member: coachesandguides.com
<b>The Client</b>	Full name: _____ Email address: _____ Phone: _____ Country of residence: _____
<b>Agreement date</b>	Date: _____

### 2. Programme Description

The Life Change Intensive is a structured, multi-session 1-to-1 coaching programme. It consists of:

<b>Sessions</b>	Eight (8) sessions in total
<b>Format</b>	In person or video call (Zoom or equivalent), as agreed between the parties
<b>Session length</b>	90 minutes to 2 hours per session
<b>Materials</b>	Access to the Life Change Intensive workbook and all session materials provided by the Coach
<b>Supporting tools</b>	Access to the lil' bird Nest dashboard at <a href="http://lilbird.life/nest/">lilbird.life/nest/</a> for the duration of the programme
<b>Programme fee</b>	\$7,500 USD, less any agreed promotional discounts or credits applied at time of booking

### 3. The Nature of Coaching

The Client acknowledges and agrees that:

- Life coaching is a professional, forward-focused relationship. It is not therapy, counselling, psychology, psychiatry, or medical advice. The Coach is not a licensed therapist, psychologist, or mental health professional.
- Coaching focuses on goal-setting, personal clarity, accountability, and action planning. It does not diagnose, treat, or address clinical mental health conditions.
- Results are co-created and depend on the effort, honesty, and active participation of the Client. The Coach cannot guarantee specific outcomes or life changes.
- The Coach is a member of coachesandguides.com and operates in accordance with that network's professional standards. The Coach is not affiliated with, credentialed by, or regulated by the ICF or any government body.
- If the Coach believes the Client would benefit from professional mental health support, they may recommend referral to an appropriate licensed professional.

## 4. Payment Terms

4.1 All fees are stated and charged in US Dollars (USD). The Client is responsible for any currency conversion fees applied by their bank or payment provider.

4.2 The total programme fee is due in full prior to the commencement of the first coaching session, unless a written payment plan has been expressly agreed between the parties.

4.3 Where a payment plan is agreed, instalments must be paid on the agreed dates. Failure to pay within 7 days of a due date entitles the Coach to pause sessions. Failure to pay within 28 days constitutes a material breach.

4.4 Payment is accepted via the methods listed on [lilbird.life](http://lilbird.life) or as otherwise communicated in writing by the Coach.

## 5. Cancellation, Rescheduling & No-Shows

5.1 The Client may reschedule a session without penalty provided at least 48 hours' written notice is given to [hello@lilbird.life](mailto:hello@lilbird.life).

5.2 Cancellations or rescheduling requests with less than 48 hours' notice result in the session being forfeited with no refund or substitute.

5.3 Client no-shows are forfeited entirely with no refund.

5.4 The Coach will provide at least 48 hours' notice of any session cancellation and will reschedule at the earliest mutual convenience at no additional cost.

5.5 Each Client is entitled to one (1) emergency reschedule per programme for a genuine emergency, at the Coach's reasonable discretion.

## 6. Refund Policy

The following refund schedule governs all requests:

Circumstance	Refund entitlement
Before the programme begins (prior to first session)	Full refund minus a 5 administration fee
After Session 1 only	75% refund of remaining unused sessions
After Sessions 2–3	50% refund of remaining unused sessions
After Session 4 or beyond	No refund — programme considered substantially delivered
Client no-show or less than 48hrs notice cancellation	Session forfeited — no refund or substitute session
Coach cancels without rescheduling within 14 days	Full pro-rata refund for that session

Programme cannot continue due to coach incapacity

Pro-rata refund for all undelivered sessions

6.1 Refunds will be processed within 14 days of agreement and returned via the original payment method where possible.

6.2 Partial refunds are calculated on a pro-rata basis according to sessions remaining and not yet delivered.

6.3 Dissatisfaction with personal results or a change of mind does not constitute grounds for refund where sessions have been delivered as agreed and the Coach has met their obligations under Section 9.

6.4 If the Client believes the Coach has failed to deliver as described in Section 2, the Client must raise the concern in writing to [hello@lilbird.life](mailto:hello@lilbird.life) and allow 14 days for the Coach to respond before any formal refund request is made.

6.5 Nothing in this refund policy limits any rights the Client may have under the consumer protection laws of their jurisdiction.

## 7. Privacy & Data Protection

### 7.1 GENERAL

The Coach collects only personal data necessary to deliver the coaching programme (name, email, phone, session notes). Data is stored securely and is not sold, rented, or shared with third parties except as described below.

### 7.2 US CLIENTS

The Coach operates in compliance with FTC Act Section 5 standards (prohibiting unfair or deceptive practices in connection with data). California residents have additional rights under the CCPA including the right to know what data is collected, the right to request deletion, and the right to opt out of the sale of personal data. The Coach does not sell personal data. California residents may exercise their rights by contacting [hello@lilbird.life](mailto:hello@lilbird.life).

### 7.3 EU/EEA & UK CLIENTS

Clients located in the EU, EEA, or UK have rights under the GDPR and UK GDPR, including rights to access, rectify, erase, restrict, and port their personal data. The lawful basis for processing is performance of this contract. Data is retained only as long as necessary. Requests should be directed to [hello@lilbird.life](mailto:hello@lilbird.life) and will be responded to within 30 days.

### 7.4 CROSS-BORDER DATA TRANSFERS

The Coach is based in the United Kingdom. Client data may be processed in the UK. For EU/EEA clients, transfers are made on the basis of the UK's adequacy decision or other appropriate safeguards. Third-party platforms used include Supabase (database), Cloudflare (infrastructure), Resend (email), and Stripe (payments), each maintaining their own privacy and security standards.

### 7.5 SESSION NOTES & RECORDING

The Coach maintains brief session notes for continuity. Sessions will not be recorded without the express prior written consent of both parties.

## 8. Dispute Resolution

The Coach is committed to resolving concerns promptly and fairly. The following process applies:

### Step 1 — Direct resolution (required first step)

The Client must contact the Coach in writing at [hello@lilbird.life](mailto:hello@lilbird.life) describing the concern. The Coach will acknowledge within 5 business days and provide a substantive response within 14 days. Both parties

agree to engage in good faith before escalating.

### **Step 2 — Mediation**

If direct resolution fails, either party may request non-binding mediation through a mutually agreed neutral third party. For US-based clients, the Better Business Bureau (BBB) dispute resolution service is available ([bbb.org](http://bbb.org)). For UK or EU clients, a suitable UK-based mediator may be engaged.

### **Step 3 — Formal proceedings**

If mediation fails, either party may pursue legal remedies. US clients may file a complaint with the Federal Trade Commission ([reportfraud.ftc.gov](http://reportfraud.ftc.gov)) or their state Attorney General's consumer protection office, or pursue a small claims court action. UK clients may bring proceedings in the courts of England and Wales.

Professional network: The Coach is a member of [coachesandguides.com](http://coachesandguides.com). Clients who wish to raise a concern

about the Coach's professional conduct may also contact the network at [coachesandguides.com](http://coachesandguides.com).

The Coach is not a member of the ICF or any government-regulated coaching body. There is currently no

regulatory ombudsman for life coaching in the United States or United Kingdom.

## **9. Governing Law**

9.1 This Agreement is governed by the laws of England and Wales, as the Coach is based in the United Kingdom.

9.2 For US-based clients: nothing in this Agreement limits any rights you may have under the consumer protection laws of your US state. In any conflict, applicable law prevails.

9.3 For EU/EEA clients: nothing in this Agreement limits rights under applicable European consumer protection legislation, including the Consumer Rights Directive.

## **10. Client Responsibility & Commitment**

The Client agrees to:

- Attend all scheduled sessions on time and prepared to engage.
- Complete any agreed between-session activities, reflections, or workbook exercises.
- Communicate honestly and openly during sessions.
- Give reasonable notice if their circumstances change significantly.
- Take full responsibility for their own decisions and actions. The Coach provides guidance and challenge — the Client makes all final decisions about their own life.

Non-engagement, persistent non-attendance, or unwillingness to engage with the programme does not entitle the Client to a refund for sessions the Coach has prepared and made available.

## **11. Coach Obligations**

The Coach agrees to:

- Prepare thoroughly for each session and bring full professional attention and care.
- Maintain the agreed session schedule and give reasonable notice of any changes.

- Uphold the confidentiality and data protection obligations set out in Section 7.
- Refer the Client to appropriate licensed professionals if the situation falls outside the scope of life coaching.
- Operate in accordance with the professional standards of coachesandguides.com.

## **12. Materials & Intellectual Property**

All coaching materials, workbooks, frameworks, and tools provided by the Coach (including the Life Change Intensive workbook and lil' bird Nest dashboard) remain the intellectual property of lil' bird life coaching. They are provided for the Client's personal use within this coaching relationship only and may not be reproduced, distributed, or used commercially without prior written consent.

## **13. Limitation of Liability**

13.1 The Coach's total liability under this Agreement shall not exceed the total programme fee paid by the Client.

13.2 The Coach is not liable for any indirect, consequential, or economic loss arising from the coaching relationship or decisions made by the Client.

13.3 Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot lawfully be excluded.

## **14. Termination**

14.1 Either party may terminate this Agreement at any time by giving 14 days' written notice.

14.2 If the Client terminates, the refund schedule in Section 6 applies.

14.3 The Coach may terminate immediately and without refund for sessions delivered in the event of abusive, threatening, or seriously inappropriate conduct by the Client.

14.4 If the Coach terminates for reasons other than Client misconduct, a pro-rata refund for all undelivered sessions will be issued within 14 days.

## **15. Entire Agreement**

This document constitutes the entire agreement between the parties in respect of the Life Change Intensive. It supersedes all prior discussions or agreements. Any amendments must be in writing and signed by both parties.

## **16. Declarations & Signatures**

By signing below, both parties confirm that they:

- Have read and understood this Agreement in full.
- Agree to be bound by its terms.
- Enter into this Agreement freely and without duress.

The Client further confirms they understand the refund schedule in Section 6 and the client responsibility obligations in Section 10, and they are entering the programme with a genuine commitment to engaging with the coaching process.

### CLIENT DECLARATION

<i>Client signature</i>	<i>Date</i>
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<i>Client full name (please print clearly)</i>
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### COACH DECLARATION

<i>Coach signature (Luke Haythorpe, lil' bird life coaching)</i>	<i>Date</i>
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<i>Luke Haythorpe · lil' bird life coaching · Coaches and Guides LLC</i> <i>Coach full name and entity (pre-filled)</i>
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*This agreement was prepared for lil' bird life coaching and should be reviewed by a qualified legal professional before use. It does not constitute legal advice. v2.0*