

JAMES ALCOCK COACHING

Online Coaching Agreement & Liability Waiver

Version Date: 22 July 2026

James Alcock, trading as James Alcock Coaching

Introduction

This Online Coaching Agreement and Liability Waiver ("Agreement") is between **James Alcock, trading as James Alcock Coaching** ("Coach", "I", "me" or "my") and the person purchasing or participating in the coaching services ("Client", "you" or "your").

By enrolling in a coaching programme, submitting payment, completing onboarding, digitally signing, or ticking the agreement box, you confirm that you have read, understood and agreed to the terms of this Agreement.

This Agreement applies to online coaching services provided by James Alcock Coaching. Coaching may be delivered through platforms such as Everfit, WhatsApp, email, video call, or any other reasonably equivalent communication or coaching platform.

1. Programme Details

James Alcock Coaching currently offers the following online coaching programmes:

- Kickstart - a 12-week online coaching programme.
- Mastery - a 24-week online coaching programme.

Your selected programme, programme duration, total price, payment option, purchase date and any applicable instalment amount are the details shown at checkout and/or in your payment confirmation. Those details form part of this Agreement.

For the purposes of this Agreement:

- "Programme" means the Kickstart or Mastery coaching programme you selected at checkout.
- "Programme Start Date" means the date you purchase the Programme, unless a different start date is expressly agreed in writing by the Coach. Delay in completing onboarding forms, replying to messages, booking calls or beginning participation does not delay the Programme Start Date, extend the Programme or change the 30-day guarantee period.
- "Programme End Date" means the scheduled end of your selected Programme, subject to any agreed extension or pause.

2. Description of Services

The Coach provides remote online fitness coaching. Services may include, depending on the Programme selected and your needs:

- personalised exercise programming;
- training guidance and programme progression;
- performance, recovery and long-term physical-development education;
- general habit, lifestyle and wellbeing support;
- general nutrition education to support fitness and healthy routines;
- messaging support for accountability, feedback and programme adjustments;
- optional check-ins through messages, voice notes, video, forms or calls;
- optional coaching calls where included or agreed;
- educational support through written messages, voice notes, recorded videos, programme notes, calls and digital resources.

The Coach may use Everfit, WhatsApp, email, video calls or other reasonably equivalent platforms to deliver the coaching services.

All coaching is provided remotely. **No in-person coaching is provided under this Agreement.**

3. Flexible Calls and Check-Ins

Coaching is designed to be flexible and tailored to the Client.

Check-ins may be completed through Everfit, WhatsApp, email, video call, voice note, written message, form submission or another agreed method.

Unless otherwise agreed in writing:

- Kickstart may include optional coaching calls up to once every two weeks.
- Mastery may include optional coaching calls up to once per week.

Calls are optional for the Client. If you do not wish to use calls, coaching may be delivered through written messages, voice notes, programme updates and other digital support.

The Coach may offer additional calls, feedback or support at their discretion. Additional support does not create an ongoing contractual entitlement to extra calls or unlimited access.

Failure to use available calls, check-ins or messaging support does not pause the Programme, extend the Programme, reduce the fees payable or create a right to a refund.

4. Messaging Support and Communication Boundaries

The Coach will aim to respond to Client messages as soon as reasonably practicable and normally within **1-2 working days**.

Messaging support is not monitored continuously and is not an emergency service.

The Coach may respond outside normal working days, including evenings, weekends or holidays, at their discretion. However, this does not create an entitlement to immediate, weekend or out-of-hours support.

The Client agrees to communicate respectfully and honestly. Abusive, threatening, excessive, inappropriate or unsafe communication may result in coaching being paused or terminated under this Agreement.

5. Scope of Coaching

The coaching service is intended to support general fitness, strength, movement, physical development, healthy routines, adherence, confidence and long-term consistency.

The Coach may provide general education and coaching relating to:

- training;
- recovery;
- habit formation;
- motivation;
- consistency;
- general nutrition;
- mindfulness;
- stress management;
- lifestyle structure;
- self-reflection;
- general wellbeing.

This support is provided within the Coach's professional scope as a fitness coach and NSCA-CPT.

6. Not Therapy, Counselling or Medical Treatment

The Coach is not acting as a doctor, physiotherapist, psychologist, psychotherapist, counsellor, psychiatrist, dietitian or other regulated healthcare professional.

Coaching is not:

- medical advice;
- diagnosis;
- treatment;
- physiotherapy;
- psychotherapy;
- counselling;
- crisis support;
- medical nutrition therapy;
- treatment for mental-health conditions;
- treatment for eating disorders, addiction, trauma or any other clinical condition.

Mindfulness, wellbeing, habit and stress-management education are provided only as general coaching tools to support fitness, healthy routines and self-management.

You should seek appropriate professional support for medical conditions, injuries, pain, mental-health symptoms, trauma, eating disorders, self-harm, suicidal thoughts, addiction, or any matter requiring clinical assessment or treatment.

If any coaching activity, mindfulness exercise or wellbeing practice causes distress, worsening symptoms or concern, you should stop and seek appropriate professional support.

The Coach may recommend that coaching is paused, modified or discontinued if a matter appears to fall outside the scope of the service.

7. Health, Medical and Safety Responsibilities

You are responsible for ensuring that you are medically and physically able to participate safely in exercise.

You agree to:

- complete all health-screening and onboarding questions honestly and accurately;
- disclose relevant injuries, illnesses, medical conditions, medications, symptoms, pregnancy, limitations or concerns;
- promptly update the Coach if your health, symptoms, circumstances or ability to exercise changes;
- seek medical advice or clearance where appropriate, or where advised by a healthcare professional;
- stop exercising and seek appropriate medical help if you experience chest pain, fainting, severe dizziness, unusual shortness of breath, acute injury, severe pain or any other concerning symptom;
- exercise within your physical limits;
- follow the programme responsibly;
- use safe equipment and surroundings;
- not exceed prescribed exercises, loads, volumes, intensities or progressions without agreement;
- communicate discomfort, pain, uncertainty or difficulty promptly.

Remote coaching limits the Coach's ability to supervise your exercise technique, equipment, environment and physical condition in real time. You accept responsibility for exercising safely in your own environment.

The Coach may refuse, pause or modify coaching until appropriate medical clearance is obtained.

8. Nutrition Disclaimer

Any nutrition information provided is general educational guidance intended to support ordinary healthy eating, fitness goals, performance, recovery and consistency.

The Coach does not provide:

- medical nutrition therapy;

- clinical dietetic advice;
- prescribed therapeutic diets;
- diagnosis or treatment of nutritional deficiencies;
- treatment of allergies, gastrointestinal conditions, eating disorders or medical conditions;
- medication advice.

The Coach does not provide meal plans unless expressly agreed in writing, and any nutrition guidance remains general and educational rather than medical or clinical.

You should consult an appropriately qualified healthcare professional, registered dietitian or doctor for individual medical nutrition advice or treatment.

9. Client Responsibilities

You agree to:

- provide accurate personal, health and lifestyle information;
- participate responsibly;
- communicate honestly about progress, challenges, discomfort and limitations;
- ask questions where you are unsure how to complete an exercise or instruction;
- follow the programme within your physical limits;
- seek professional medical advice where needed;
- use the coaching service respectfully and lawfully;
- not share account access, coaching materials or private resources with others;
- make payments as agreed at checkout.

You acknowledge that results depend on your own effort, consistency, communication, circumstances and adherence.

10. Fees and Payment Terms

Coaching fees are selected and confirmed at checkout.

Payment options may include:

- weekly instalments;
- every-28-days instalments;
- pay-in-full upfront payment.

All payments are collected in advance through the Coach's designated payment and checkout providers, which may include Stripe and/or Systeme.io.

Weekly and every-28-days payments are **instalments towards the full fixed Programme fee**. They are not cancel-any-time subscriptions and do not create a right to stop paying before the end of the Programme, except as expressly stated in this Agreement or required by law.

By purchasing a Programme, you agree to pay the full fixed Programme fee for the selected Programme, subject to:

- your statutory cancellation rights;
- the 30-day money-back guarantee;
- any exceptional arrangement agreed in writing;
- any rights that cannot lawfully be excluded.

11. Failed or Missed Payments

If a payment fails or is missed, the Coach or payment provider may attempt to collect the payment again.

If payment remains overdue, the Coach may temporarily suspend access to coaching services, programme updates, messaging support, calls and/or platform access until the overdue amount is resolved.

Unless otherwise agreed in writing, suspension caused by failed or missed payments does not pause the Programme, extend the Programme, reduce the total Programme fee or remove your obligation to pay instalments that are due.

Repeated failed payments or non-payment may be treated as a material breach of this Agreement and may result in termination.

12. Statutory Cancellation Rights and 30-Day Money-Back Guarantee

You may cancel this Agreement for any reason within **30 days of purchase** and receive a **100% refund** of Programme fees paid.

This 30-day money-back guarantee includes and extends your statutory 14-day cancellation right. It does not limit any additional rights you may have under consumer law.

To request cancellation within the 30-day period, you must contact the Coach in writing at **james@jamesalcock.coach**.

Your cancellation request must clearly state that you wish to cancel and request a refund under the 30-day money-back guarantee.

If you cancel within the 30-day period, your coaching access may be withdrawn and no further instalments will be collected.

After the 30-day period has expired, payments already made are not refundable except as expressly stated in this Agreement, agreed by the Coach in writing, or required by law.

13. Cancellation or Early Termination by the Client After 30 Days

After the 30-day money-back guarantee has expired, the Programme is a fixed-term commitment.

You do not have an automatic right to cancel the Programme, stop remaining instalments, receive a pro-rata refund or transfer unused coaching time simply because you change your mind, stop participating, go on holiday, stop replying, fail to complete check-ins or choose not to use the service.

The Coach may, at their reasonable discretion, agree to one or more of the following in genuine exceptional circumstances:

- a temporary pause;
- an extension;
- an adapted programme;
- release from future instalments;
- a partial refund;
- another reasonable arrangement.

Exceptional circumstances may include serious illness, injury, bereavement, medical advice preventing continued participation, or another substantial unforeseen event.

Any discretionary arrangement must be agreed in writing. Offering a concession in one case does not require the Coach to offer the same concession in another case.

14. Holidays, Non-Participation and Client Availability

Client holidays, travel, busy periods, missed check-ins, unused calls, lack of replies or reduced participation do not automatically pause or extend the Programme and do not reduce the fees payable.

Where reasonable, the Coach may adapt your programme around travel, temporary limitations or reduced availability.

If you stop participating or fail to communicate, the Programme will continue unless a pause, extension or other arrangement is agreed in writing.

15. Coach Leave, Illness or Unavailability

The Coach may take reasonable periods of planned leave or may occasionally be unavailable due to illness, emergency or circumstances outside the Coach's reasonable control.

Where practicable, the Coach will take reasonable steps to minimise disruption, which may include providing programming in advance.

If the Coach is materially unable to provide normal coaching services for a full week or more, the affected time will be added to the end of your Programme unless another reasonable arrangement is agreed.

If the Coach becomes permanently unable to provide the remaining coaching services for reasons not caused by your breach of this Agreement, the Coach will offer an appropriate arrangement, which may include an extension, replacement service or refund for prepaid services that will not be supplied.

16. Termination by the Coach

The Coach may terminate this Agreement if you:

- fail to pay fees when due;
- provide false, misleading or incomplete health or personal information;
- act abusively, threateningly or inappropriately;
- repeatedly ignore safety guidance;
- use the service in an unsafe or unlawful way;
- share, distribute or misuse coaching materials;
- breach confidentiality or intellectual property terms;
- seriously or repeatedly breach this Agreement;
- are unable to participate safely within the scope of the service.

If the Coach terminates because of your serious breach, misconduct, non-payment or unsafe behaviour, you are not automatically entitled to a refund or release from remaining fees. Any refund or adjustment will depend on the circumstances, services already provided, losses reasonably incurred, sums outstanding and applicable law.

Nothing in this clause affects any rights that cannot lawfully be excluded.

17. Results Disclaimer

The Coach will provide the services with reasonable care and skill.

However, the Coach does not guarantee any particular physical, performance, weight, body-composition, health, emotional, financial, lifestyle or other outcome.

Examples, testimonials, case studies and previous client results are illustrative only and do not promise that you will achieve the same or similar outcome.

Your results may depend on factors including your starting point, health, consistency, communication, effort, lifestyle, sleep, nutrition, stress, genetics, environment, adherence and circumstances outside the Coach's control.

18. Intellectual Property

All coaching materials, programmes, written resources, videos, voice notes, templates, check-in systems, educational materials and other content provided by the Coach are owned by the Coach or licensed for use by the Coach.

You are granted a personal, non-commercial licence to use these materials for your own participation in the Programme.

You must not, without written permission:

- copy, reproduce or distribute coaching materials;
- share login details or platform access;
- sell, publish, upload or commercially exploit materials;
- provide the materials to another coach, client, business or third party;
- use the materials to create competing services or products.

You may keep copies of your own personal programme records for personal use.

19. Confidentiality

The Coach will treat your personal information and coaching communications as confidential, subject to the exceptions in this Agreement and the Privacy Policy.

The Coach may disclose information where reasonably necessary:

- with your consent;
- to provide the coaching services;
- to service providers or platforms used to deliver the service;
- to obtain confidential legal, accounting, professional or business advice;
- where required by law;
- to protect the safety, rights or wellbeing of you, the Coach or another person;
- where there is a safeguarding concern, serious risk of harm or suspected unlawful conduct.

Confidentiality under this Agreement is not the same as clinical confidentiality provided by regulated healthcare or therapy professionals.

20. Privacy and Data Protection

The Coach will handle personal information in accordance with applicable UK data-protection law, including the UK GDPR and the Data Protection Act 2018.

The Coach may collect and process information such as contact details, health-screening information, coaching notes, progress updates, photographs, videos, check-ins, payment information and communication records where necessary to provide the coaching service, manage the business, meet legal obligations and protect legitimate interests.

The Coach will take appropriate technical and organisational measures to protect personal information. However, no digital system can be guaranteed to be completely secure.

Further information is provided in the Privacy Policy: <https://jamesalcock.coach/privacy>

By participating in coaching, you acknowledge that your information may be processed through third-party platforms used to deliver the service, such as Everfit, WhatsApp, email, video-call software, Systeme.io and Stripe.

21. Progress Tracking, Testimonials and Case Studies

The Coach may use your progress information, check-ins, photographs, videos and other materials internally to provide coaching and track your progress.

The Coach will not publicly use your name, identifiable photographs, videos, screenshots, testimonial, messages or clearly identifiable personal story for marketing without your separate permission.

The Coach may use anonymous or aggregated information for education, business improvement or case-study purposes only where you cannot reasonably be identified.

Any marketing consent may be refused or withdrawn without affecting your coaching service.

22. Complaints

If you have a complaint or concern, you should contact the Coach in writing at james@jamesalcock.coach.

The Coach will aim to acknowledge and respond to complaints within a reasonable period and will take reasonable steps to investigate and resolve concerns fairly.

23. Age Requirement

The coaching service is only available to adults aged 18 or over.

By entering this Agreement, you confirm that you are at least 18 years old.

LIABILITY WAIVER AND ASSUMPTION OF RISK

The following sections form part of this Agreement and explain the risks of exercise, the limits of remote coaching, and the Client's responsibilities when participating in the Programme.

24. Acknowledgement of Exercise Risk

You understand that participation in exercise, training, physical activity and lifestyle change carries inherent risks.

These risks may include, but are not limited to:

- muscle soreness;
- muscle strain;
- ligament or tendon injury;
- joint pain or irritation;
- aggravation of previous injuries;
- falls or accidents;
- overexertion;
- dizziness or faintness;
- cardiovascular events;
- other injuries or health events which may, in rare cases, result in serious injury or death.

You voluntarily accept the ordinary and inherent risks associated with exercise and physical activity.

25. Remote Coaching Limitations

You understand that online coaching is delivered remotely.

The Coach is not physically present to supervise every exercise, inspect your equipment, monitor your environment, check your technique in real time, assess your medical condition or intervene immediately if something goes wrong.

You are responsible for:

- choosing a safe training environment;
- using safe and appropriate equipment;
- ensuring you have enough space;
- checking that exercises are performed safely;
- stopping if something feels unsafe;
- asking questions before attempting anything uncertain;
- seeking medical help where needed.

26. Assumption of Responsibility

You accept responsibility for your own actions, decisions, health and safety while participating in the Programme.

You agree not to perform any exercise or activity that you believe is unsafe, unsuitable or beyond your current ability.

You agree to stop or modify any exercise if you experience pain, dizziness, unusual shortness of breath, chest pain, faintness or any other concerning symptom.

27. Liability

Nothing in this Agreement is intended to exclude or limit any liability that cannot lawfully be excluded or limited. This includes liability for death or personal injury caused by the Coach's negligence, fraud or

fraudulent misrepresentation. The purpose of this waiver is to make clear the inherent risks of exercise, the limits of remote coaching, and the Client's responsibilities when participating in the Programme.

Subject to the above, the Coach will not be responsible for injury, loss or damage resulting from:

- inaccurate, incomplete or withheld information provided by you;
- your failure to disclose relevant health information;
- your failure to update the Coach about changes in your health or circumstances;
- your failure to follow instructions;
- your failure to seek medical advice where needed;
- your use of unsafe equipment or surroundings;
- your decision to exceed the prescribed programme;
- your decision to continue exercising despite pain, warning symptoms or safety concerns;
- exercises, activities or lifestyle choices undertaken independently and outside the Coach's programme;
- events outside the Coach's reasonable control.

The Coach's responsibility is limited to providing the coaching services with reasonable care and skill.

28. No Medical Service

You understand that the Coach does not diagnose, treat, prescribe, rehabilitate injuries, provide medical advice or replace appropriate healthcare.

You should consult an appropriately qualified healthcare professional if you have any concern about your health, symptoms, injuries, pain, medication, mental health, nutrition, pregnancy or ability to exercise safely.

29. Consumer Rights

Nothing in this Agreement affects your statutory consumer rights.

If any term in this Agreement is found to be unlawful, unfair or unenforceable, the remaining terms will continue to apply as far as legally permitted.

30. Changes to Services or Agreement

The Coach may make reasonable updates to the way services are delivered, including changes to platforms, systems, resources or communication methods, provided the overall service remains materially consistent with the Programme purchased.

The Coach may update this Agreement for future clients or future purchases.

Any material change to your existing Agreement will only apply where permitted by law or agreed with you in writing.

31. Entire Agreement

This Agreement, together with the Programme details shown at checkout, the payment confirmation and any written terms expressly incorporated into the purchase, contains the full understanding between the Coach and the Client.

No other promises, representations or statements apply unless agreed in writing.

Nothing in this section excludes liability for fraud, fraudulent misrepresentation or any rights that cannot lawfully be excluded.

32. Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales.

The courts of England and Wales shall have jurisdiction, subject to any mandatory consumer rights that may apply.

33. Digital Acceptance

By ticking the agreement box, submitting onboarding, digitally signing, enrolling, or purchasing a Programme, you confirm that you:

- have read and understood this Agreement;
- agree to be bound by this Agreement, including the Online Coaching terms and the Liability Waiver and Assumption of Risk;
- understand that coaching is not therapy, counselling or medical treatment;
- understand that weekly and every-28-days payments are instalments towards a fixed Programme fee and are not cancel-any-time subscriptions;
- understand the 30-day money-back guarantee;
- voluntarily participate in the Programme;
- acknowledge the collection and use of your information as described in this Agreement and the Privacy Policy.

Acknowledgement Wording for Online Form

The Client may accept this Agreement through an online form or checkout page. Suggested required confirmations are:

- I confirm that the information I've provided is accurate to the best of my knowledge.
- I understand that exercise involves inherent risks and I take responsibility for participating safely.
- I confirm that I am 18 years of age or older and able to enter into this agreement.
- I have read and agree to the Online Coaching Agreement and Liability Waiver.
- I understand that weekly and 4-weekly payments are instalments towards the full fixed programme fee and are not cancel-any-time subscriptions.
- I confirm my agreement by typing my full name into the form.