



Christine Sheehy

WRITE TO THE *heart* OF YOUR WORK

Terms and Conditions

Thanks for agreeing to work with Christine Sheehy and Co Ltd (AKA the Book Coach). We're excited to get started.

A few clarifications before we start:

1. 'We' or 'CS' means Christine Sheehy and Co Ltd (our formal company name).
2. 'You' or the 'Client' means You personally OR your company if signing on behalf of a company.
3. The 'Services' is the book coaching we will do for You, as described in detail in our proposal or in the fixed programme package you have selected.
4. Agreement means these terms and those set out in a proposal or fixed programme package (as applicable).

About book coaching services inclusions and exclusions

5. It's important to understand that the practice of book coaching primarily relates to the provision of support as You plan and/or write your book.

This may include any of the following services: Support for planning your book, developing a book proposal, or writing coaching.

Book coaching does not include editing, proofreading, typesetting, publication, pitching to publishers or agents on your behalf, or any other services.

6. Once the Services are complete, You may decide to continue working with Us on the next phase of your project (for example, moving from Roadmap for a Book, to a Book Proposal, or writing coaching). We love it when this happens!

If this is the case, We'll send You a further proposal outlining your next coaching programme, including the Fee and payment schedule. If You wish to accept the proposal, just let us know by email. We won't get started on the new coaching programme (New Services) until the proposal is accepted and any additional payment terms have been agreed. Unless a new agreement is signed, the terms of this agreement will apply to all New Services.

7. If the work We do with You is expanding into other areas that in our opinion represent a major change to the scope of the Services, or relates to a new piece of work, We will let You know and send You a fresh proposal, which may include a revised or additional Fee. No further work will be carried out until this fresh proposal has been accepted and any required payment made.

Payment

8. We've set out our Fee and the payment arrangements in your proposal or fixed programme package details. Please check these carefully and make sure you understand the payment arrangements.
9. We're a small business with mortgages to pay and kids to feed, so our expectation is that when You hire us for any amount of work, You will pay your bills on time. Payment of all invoices is due within 7 days of receipt, unless We agree otherwise in writing. We cannot begin any work until your initial deposit has been paid. Please note that work begins as soon as your deposit is paid, so deposits are non-refundable.
10. If You find yourself in a position where payment is going to be late, please pick up the phone or send us an email so we can work something out. If You don't pay on time, then We have the right to put the Services on hold until payment is made. As We'll have to spend time chasing You, You'll also need to pay a late fee of 5% per month, calculated from the due date.
11. When We feel that We have tried everything and You still haven't paid, We can call in a debt collection agency to collect your payments. You will have to pay all the debt collection costs and any legal fees We incur too.

Materials and Intellectual Property

12. We may share materials with You in the course of our work together – things like questionnaires, audio recordings, transcripts, slides, videos, spreadsheets, guidebooks, and workbooks. We call these our ‘Materials’.

We either own or have the right to use the copyright in the Materials. We’ve either put a lot of work into creating the Materials, or We’ve paid a lot of money for licensed use – please respect this. This means You may use the Materials only for the purposes of our work together under this agreement. You are not allowed to copy, share, distribute or republish any part of these Materials without our written permission. For the avoidance of doubt, you may not copy, replicate, amend, incorporate or otherwise use any aspect of these Materials, or what you learn in this programme, to create your own course or coaching programme.

13. Unless we agree otherwise in writing, You are the author of this book. The copyright in any words We add or suggestions We make will transfer to you once your final payment is made under this agreement. If it’s a ghostwriting project, we retain the copyright in the entire manuscript until your final payment is made.
14. You warrant that the book You are writing and any work You share with Us under this agreement, is your original work. Furthermore, You acknowledge that You have sole responsibility for ensuring your book and the content of your book complies with any applicable laws, regulations or compliance requirements. For the avoidance of doubt, this includes the laws of copyright, libel, defamation, privacy, blasphemy and any other laws, regulations, professional obligations or compliance requirements related to your industry, profession and/or your legal jurisdiction. We cannot be held responsible for breach of any laws, regulations, and/or compliance requirements by You and You agree to indemnify us against any and all claims. If you are in any doubt about your legal, regulatory and/or professional obligations, We recommend You seek advice from your lawyer or the relevant professional or regulatory body.

Our responsibilities

15. We’ll do our work to a high standard of skill and care, but it’s important that You understand that there are no guarantees in book coaching and publishing. There

are many, many factors which are simply beyond our control as your book coach and beyond Your control as author.

Accordingly, we make no guarantees regarding:

- a. Whether or not your completed manuscript will be of publication standard. Prior to publication you may need to engage other professionals such as editors, proofreaders, agents or publishing agencies, at your own expense; and/or
 - b. Whether or not your manuscript will be accepted by an agent or publisher; and/or
 - c. Whether or not your book will generate any income whatsoever; and/or
 - d. The overall success of your project.
16. We might contract third parties – such as virtual assistants - to help us deliver the Services. If We do, We'll make sure they comply with this agreement too.
17. Any confidential personal or business information You share with CS will be kept confidential. We won't share it without your permission – except for any contractors We hire to help us with the Services. Those contractors are also required to maintain your confidentiality.

Your responsibilities

To get the most out of our work together, there are a few things We need from You:

18. Commit to your project! You are responsible for Your outcomes so it's important that You listen to show up to your sessions, complete your homework by the deadlines and make regular time to work on Your book.
19. Deadlines are important and help us keep the project on track. It's important that You try to keep to these so that You can get the most out of our work together – if your work is going to be late please let Us know in advance. This may mean that We are not able to review Your work in time for your session.
20. It's also important that We respect each other's schedules. If either of us needs to change a session, We will let the other party know as soon as possible and at a minimum, 24 hours before Your session. If You fail to show up for a session without prior notice, your session will be treated as completed and must be paid

for in full.

That said, life is complex and sometimes last minute rescheduling is unavoidable. If We have to reschedule your appointment at the last minute, We will make room to reschedule your appointment within 10 working days. If you request a last minute change, We will do our best to fit you in within 10 working days. If this is not possible an additional session may need to be added and additional fees may apply.

21. As a small business, We can only work with a limited number of clients at any one time. No-shows and last-minute cancellations prevent us from serving other clients, so if You repeatedly cancel appointments at the last minute, or don't show up, then We may, as a last resort, terminate this agreement under section 23 (but We will always discuss the situation with You first).
22. If the Services include access to the Virtual Writers' Studio, Your participation in those group sessions is dependent on You complying with the relevant community guidelines. The guidelines will be communicated to You before You are given access to the group sessions. If you do not comply with the community guidelines We may revoke your right to participate in that community.

Public Acknowledgment

23. Everyone likes to be acknowledged, and your public acknowledgment helps others to understand the benefits of book coaching. Once the existence of the book or forthcoming book has entered the public domain, You agree to publicly acknowledge that We have performed the Services (if requested by Us). You also agree that We can use your name, likeness, and book cover on our website, social media, and marketing materials.

Calling it quits (Termination)

24. Either party can end this agreement immediately on written notice if any of the following things happen:
 - a. The bankruptcy, insolvency, receivership, or cessation of business of the other party;
 - b. The other party is convicted of a criminal offence;

- c. Any action by one party, that in the terminating party's reasonable opinion, is incompatible with the continued performance of their obligations under this agreement;
- d. Breach of any material term in this agreement, that is not remedied within 10 days of a request for remedy of the breach by the other party, or if the breach cannot be remedied.

- 25. Signing up for coaching is about making a commitment to yourself, your work, and your dream of becoming an author. I only want You to embark on this journey if You are ALL IN. If, after the first coaching session, You decide that You don't want to proceed, let me know that You want to terminate this agreement within 48 hours of completing that coaching session. Just remember that the deposit You have paid will not be refunded (see clause 7).
- 26. If You decide at a later date and before We have completed the Services, that You don't want to carry on, then You'll need to let Us know in writing and provide Us with a minimum of 7 days' notice so We can wrap things up neatly. We will bill You for any sessions or work carried out up to that date, regardless of whether or not the Services have been completed.
- 27. If We're not wholly enjoying our work under this agreement, or We feel that We're not the right company for the job You need, We will regretfully let You know on 7 days' notice. We'll try to help You find someone to take over the project and assist with a reasonable amount of handover. We will bill You for any sessions or work carried out up to that date, regardless of whether or not the Services have been completed.

Liability and disputes

- 28. Our liability to You for any claim arising from this agreement will be limited to the amount paid by You for the Services. Except for your liability to pay the Fee, neither party is liable to the other for any loss of profit, data, savings, business, revenue, or goodwill, or any indirect, consequential, incidental, or special loss or damage of any kind.
- 29. Neither party will be held in breach for failure to meet their obligations under this agreement if that failure is due (entirely or in part) to the other party's failure to comply with the agreement, or the other party's negligence or misconduct.

30. You are responsible and indemnify Us for all damages, liability, costs, losses, expenses, and legal fees arising from any claim by a third party, due to your breach of this agreement.

General

31. Any notices can be sent by email to Us at christine@christinesheehy.com, and to You at the email address provided by You when requesting an initial consultation. Emails are deemed received on the working day on which they are sent, or if it is a weekend or statutory holiday, on the following working day.
32. This agreement is governed by the laws of New Zealand. If a dispute arises the parties will try to resolve it by negotiation. If the parties can't resolve it, either party can refer the dispute to the New Zealand court system.
33. This agreement and any proposal You have accepted is the entire understanding between us. If any provision in this agreement is held invalid or unenforceable, the remainder of the agreement continues in full effect.
34. Any digital signatures are legally binding.

Thank You for respecting our terms and conditions. We look forward to working with You.