



Terms and Conditions

Description of Coaching: Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the Client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

By entering into coaching, the client and coach agree to the following terms and conditions.

1. Coach-Client Relationship

- 1.1 The Coach agrees to maintain the ethics and standards of behaviour established by the European Coaching and Mentoring Council. It is recommended that the Client review the EMCC Code of Ethics and the applicable standards of behaviour.
- 1.2 The Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the Coaching relationship and his/her Coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands Coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
- 1.3 The Client further acknowledges that he/she may terminate or discontinue the Coaching relationship at any time.
- 1.4 The Client acknowledges that Coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate Coaching principles into those areas and implementing choices is exclusively the Client's responsibility.
- 1.5 The Client acknowledges that Coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association or the British Psychiatric Association and that Coaching is not to be used as a substitute for counselling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other

qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the Coaching relationship agreed upon by the Client and the Coach.

1.6 The Client is asked to attend their sessions free from the effects of alcohol and non-medical drugs. If the Client appear to be under the influence of such substances, I obtain the right to refuse continuation of the agreed session.

1.7 Threatening, abusive or violent behaviour will not be tolerated and will lead to termination of the agreed contract with the Client.

1.8 The Client understands that in order to enhance the Coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

2. Services and Cancelations

2.1 Each session will last for 60 minutes and will begin and end on time. If Clients arrive late, the session will still end at the normal, agreed time and the full fee will be charged.

2.2 Similarly, sessions missed due to arranged leave by the Coach the Client will also not be charged.

2.3 In the event that payment for two consecutive sessions has not been received, the Coach obtains the right to terminate any further agreed sessions with the Client.

2.4 Notice period for cancelled session is 24 hours and Clients will not be charged for any sessions that fall within this notice period.

2.5 Any session cancelled with less than 24 hours' notice or missed without notification will be charged at the hourly rate.

2.6 If the Coaching session is cancelled due to illness or any other unforeseen event by the Coach, Clients will be informed as soon as possible and will not be charged.

2.7 Either the Client or the Coach may terminate this agreement at any time with four weeks written notice. Client agrees to compensate the Coach for all Coaching services rendered through and including the effective date of termination of the Coaching relationship.

3. Schedule and Fees

3.1 The fee is £120 per session.

3.2 The Coaching sessions shall be 60 minutes.

4. Procedure

- 4.1 The time of the Coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time.
- 4.2 For online sessions the Coach will set up Zoom meetings and send details to the Client to access these.
- 4.3 For telephone sessions, the Client will initiate all scheduled calls and will call the Coach at the following number for all scheduled meetings +447725808740. If the Coach will be at any other number for a scheduled call, Client will be notified prior to the scheduled appointment time.

5. Confidentiality and data protection

- 5.1 The Coach is a member of the Coaching Division of the British Psychological Society and an accredited senior practitioner with the European Coaching and Mentoring Council (EMCC). The Coach will abide by the EMCC Code of Ethics and conduct. For further information please visit the EMCC website; https://emccuk.org/Public/Accreditation/Global_Code_of_Ethics.aspx
- 5.2 The Coach-Client relationship however is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege.
- 5.3 The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.
- 5.4 As part of the EMCC's ethical requirements, I meet regularly with my Coaching supervisor, to discuss and monitor the Coaching work. During supervision sessions, due diligence is taken to keep the identity of the Client confidential.
- 5.5 With the provision of child and young people's Coaching, the child is the 'Client' and Coaching sessions will remain confidential between that of the child and Coach.
- 5.6 Brief notes of sessions will be kept, these will be kept securely in compliance with GDPR)
- 5.7 If it is deemed in the best interest of the Client to contact their GP or physician, it will be discussed with the Client in the first instance and then with their legal guardian wherever possible.
- 5.8 Confidential information does not include information that:
 - 5.8.1 was in the Coach's possession prior to its being furnished by the Client;

- 5.8.2 is generally known to the public or in the Client's industry;
 - 5.8.3 is obtained by the Coach from a third party, without breach of any obligation to the Client;
 - 5.8.4 is independently developed by the Coach without use of or reference to the Client's confidential information; or
 - 5.8.5 the Coach is required by statute or by court order to disclose;
 - 5.8.6 is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others;
 - 5.8.7 involves illegal activity.
- 5.9 The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

6. Limited Liability

- 6.1 Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the Coaching services negotiated, agreed upon and rendered.
- 6.2 In no event shall the Coach be liable to the Client for any indirect, consequential or special damages.
- 6.3 Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all Coaching services rendered through and including the termination date.

7. Entire Agreement

- 7.1 This document reflects the entire agreement between the Coach and the Client and reflects a complete understanding of the parties with respect to the subject matter.
- 7.2 This Agreement supersedes all prior written and oral representations.
- 7.3 The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

8. Dispute Resolution

- 8.1 If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 60 days after notice given. If the dispute is not so resolved, and in the event of legal action,

the prevailing party shall be entitled to recover solicitor's fees and court costs from the other party.

9. Severability

- 9.1 If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- 9.2 If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. Waiver

- 10.1 The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

11. Applicable Law

- 11.1 This Agreement shall be governed and construed in accordance with the laws of the United Kingdom, without giving effect to any conflicts of law's provisions.