

# TERMS AND CONDITIONS



**Boundaries of Coaching relationship** - Coaching is “partnering with individuals in a thought-provoking and creative process that inspires them to maximize their personal and professional potential. Professional coaches provide an ongoing partnership designed to help clients produce fulfilling results in their personal and professional lives. Coaches help people improve their performance and enhance the quality of their lives. Coaches are trained to listen, to observe and to customize their approach to individual needs. The coach's job is to provide support to enhance the skills, resources, and creativity that the client already has.” (ICF)

Coaching **is not** “counselling” or “therapy”. I am not a trained counsellor. If it should become clear during the course of the Coaching Period that coaching is not the process that best meets your needs at this time, you and I will acknowledge this and discuss how to move forward.

Coaching will, at all times, happen within the boundaries of Sessions. However, you may request, for an additional fee, additional email support should you wish. This is subject to a fair use policy. I make no warranty about how quickly I will be able to respond to such emails; however, I will endeavour to respond within a reasonable time frame or to inform you if this will not be possible.

I will treat you with respect at all times. I will not judge you, your way of life, or your hopes and dreams for the future. I am committed to your future growth and helping you to realise your goals. I may challenge you through questioning in order to help you recognise your own values, beliefs and internal inconsistencies. This may not always be easy or comfortable but will always be done with your personal growth in mind.

I expect your respect, honesty and commitment to the coaching process in return.

**Sessions** – A session may be carried out in person, over the telephone, or by Skype or similar, at mutually agreed times during the Coaching Period.

**Duration of Sessions** – A session will take place at the agreed frequency for approximately 60 minutes per Session throughout the Period or at such other times as is agreed during the Period. Initial coaching sessions may be up to 1hr 15 mins long. You must be on time for all Sessions. You also agree to assist me with keeping our sessions to time.

**Session Times** – You or I may change times for Coaching Sessions by agreement and with at least 24 hours’ notice. If I am holding a regular slot for you I ask for 7 days’ notice if you need to cancel a session, otherwise full payment is due. If you cancel more than three Sessions during the period then I may terminate this Agreement on notice to you (and the provisions below relating to termination shall apply). A Coaching Session may be deemed to have taken place if less than 24 hours’ notice is given. If I cancel a Session then the Session will be rescheduled at a mutually agreed time.

**Engagement of Coach** – I shall arrange to provide the Coaching to you during the Period at mutually agreed times and places. I shall endeavour to make myself available for the entire period. I may in my discretion arrange for a suitable duly qualified coach to replace me for all or any of the Sessions should exceptional circumstance

mean I am unavailable for all or part of the Period, and such coach shall thereafter be deemed to be me for the purposes of this agreement.

**Training of Coach** – I warrant that I am an ICF-accredited coach, trained by Full Circle Development Consultancy, the Firework Coaching Company, and Careershifters, and am capable of performing the Coaching activities.

**ICF** – I am an accredited member of the International Coach Federation, and adhere to the ICF’s Code of Ethics and Professional Standards. A copy of these can be made available to you upon request.

**Payment for Coach** – Payment for the Coaching shall be by BACS payment, Stripe, cash or cheque unless otherwise agreed. BACS payment is the preferred method. PayPal invoices (for credit/debit card payments) are available upon request but are subject to a surcharge to cover processing fees charged by PayPal.

Payment must be received in advance, and no later than 24 hours before the first session, otherwise the session will be cancelled and your slot reallocated to another client. No refunds will be offered for sessions paid for and not taken; however, if you provide me with 24 hours’ or more notice of your intention not to be present at a booked session; you may rebook the session. If you provide less than 24 hours’ notice, the session will be forfeited by you.

If I am holding a regular slot for you I ask for 7 days’ notice if you need to cancel a session, as a courtesy. If you cancel two sessions consecutively I reserve the right to allocate your regular slot to another client.

If you wish to terminate an ongoing coaching agreement I ask for two weeks’ notice, so that we may organise a final completion and exit session, which is important to bring the coaching relationship to a close.

I cannot and do not offer refunds. However, if you terminate the agreement and still have sessions not yet taken, these may be used by you or a nominated person of your choice, for up to 6 months following your last completed session with me.

**Coaching Methods** – You acknowledge that the Coaching Sessions may be personally, mentally and emotionally challenging and that there may be occasions on which you will feel emotional challenges – including frustration, annoyance or stress. You must make all efforts and schedule all Sessions at such times to ensure your peak physical, mental, and emotional state and condition necessary for the conduct of the Session and shall (if necessary) take all steps to cancel any Session in the event that you are not well enough to continue. You will not hold me liable for any loss or cost incurred by you (or any person related to you) in the event of mental, physical, emotional stress or distress (or any other ailment or condition) caused either directly or indirectly in relation to the Coaching Sessions. You shall indemnify me in the event of any such claim.

**No Warranties Given** – I make no representation or warranty to you that any of the Coaching methods or the Sessions will work for your particular circumstances. You will not hold me responsible for the failure (in whole or part) to achieve any of your



goals, or to achieve your desired level of personal growth, nor for any consequences of actions that you design and agree to complete during Sessions. You shall indemnify me in the event of any such claim.

**Intellectual Property Rights** – You have no right to use or reproduce any of the processes, techniques, presentations, methodologies, precedents and materials used by me in the Coaching activities (“Materials”). You must not at any time use or reproduce the Materials in any manner, shape or form (except for your own personal use) and shall ensure that none of your servants, agents or any related bodies or corporate contacts use or reproduce the Materials in any manner, shape or form.

You shall indemnify and keep me indemnified in respect of any loss or damage caused or sustained by me in the event of your breach of this paragraph.

#### **Data Protection and Confidentiality**

I, Lisa Russell, trading as Career Avengers, comply with the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (EU) 2016/679. I am registered in the Information Commissioner’s Data Protection Register. My registration reference number is ZA031391.

As part of the Coaching I need to obtain your personal information in order to provide you with Coaching services and to create and maintain a confidential client file that will enable me to record and monitor our progress. I will make notes during our sessions in order to help me remember the key points of our discussions. These will be stored on paper within your client file. Client files, when not in use, are stored in a locked filing cabinet only accessible to me.

If you should send me documents containing your personal information by email I shall take all reasonable steps to prevent these emails being accessible to others. If I should be working abroad I may need to access these emails and documents from another country. I may store such electronic files in a password-protected cloud storage system, such as Google Drive, to enable easy access from all my devices and to thus make more efficient my coaching service to you. I also sometimes use third party tools to improve the ease and efficiency of various administrative aspects of my business. I will ensure that my chosen cloud storage provider and any other 3<sup>rd</sup> party tools are based in either the European Economic Area or the United States of America. If USA based, data processing is covered by the EU-U.S. Privacy Shield.

I shall use reasonable endeavours to ensure that any confidential material shall not be disclosed to any third party without your consent, unless I am compelled to do so by law, or if I have genuine cause to believe that you are a danger to yourself or to somebody else.

As part of my training I undergo regular supervision and this may mean discussing your case with my supervisor in the interests of professional development and maintaining high professional standards. If your case is discussed at such a supervisory meeting, no information that personally identifies you, such as your name, address or contact details, will be provided to my supervisor and you will remain anonymous. By signing the Coaching Agreement and these Terms and Conditions you consent to my referring to your case during such supervisory meetings and to your information being collected and processed in the ways outlined

here. You can learn more about why and how I generally collect personal information through my business activities, and the legal bases on which this processing is undertaken, in my Privacy Policy at <https://www.careeravengers.com/privacy>.

**Coach is Independent Contractor** – You acknowledge that I have been engaged by you solely as an independent contractor. I act at all times as an independent contractor and have no authority to bind or represent any other party in any way. You shall not hold any party liable for any act, matter or thing done or to be done by me in the course of the Coaching or the Sessions.

**Termination of Agreement** – I may terminate this Agreement before the end of the Period on written notice to you if:

- i) you fail to perform or observe any of the terms of this Agreement and fail to remedy such breach within 5 working days of a notice from me to remedy that failure;
- ii) you fail to perform any term of this Agreement, which is incapable of remedy;
- iii) an insolvency event occurs in relation by you (for instance, you become bankrupt or some arrangement or court order is made or proposed in relation to all or any of your assets); or
- iv) any cheque is drawn or endorsed by you or the purposes of this Agreement has been dishonoured and you fail to honour such cheque within 5 working days of a notice from me to honour the said cheque.

You may terminate this Agreement if the matters raised in paragraphs (i) and (ii) are applicable to me. Either I or you may terminate the Agreement by agreement.

**Procedure on Termination** – If the agreement is validly terminated prior to the end of the Period then you must immediately pay me the balance (if any) of the fee for the unexpired period of Coaching according to the terms of your payment option (above), together with any other monies owed by you under this agreement. Upon termination I shall immediately cease to be liable to you in respect of the Coaching and the Sessions.

**Interest for late Payment of monies** – If you fail to pay the amounts owing under procedure on termination then you shall in addition pay me interest at a rate of 10% per annum on all monies outstanding, calculated on and from the date on which monies were due to me. Such monies together with interest owing shall be a debt due from you to me.

I hereby agree to the above terms and conditions.