

Coaching Disclaimer and Coaching Terms and Conditions

In the spirit of good practise, when you are purchasing coaching services from me (Adele-Marie Hartshorn), I ask you to confirm that you have read and agreed to each statement below and that you wish to proceed.

All coaching services and communication, email or otherwise, delivered by myself, Adele-Marie Hartshorn as well as information on website (www.adele-marie.co.uk) are meant to help you identify the areas in your life and in your thinking that may be preventing you from experiencing greater well-being and moving forward. Coaching is not a substitute for professional medical care. Therapeutic coaching and hypnotherapy can help to heal past wounds and hurts and enable you to move forward to a life that is more fulfilling and joyful

The term 'coaching' as here used covers life coaching, personal coaching, executive coaching and business coaching for clients.

Adele-Marie is continually striving to ensure the standard of service she provides to her clients remains excellent. At the end of the coaching process, or series of coaching sessions, the client may be asked to complete a feedback form or to provide a testimonial.

COACHING DISLCALIMER

I understand that the coaching services I will be receiving from my coach are not offered as a substitute for professional medical care and are not intended to diagnose, treat or cure any mental health or medical conditions. I also understand that my coach is not acting as a mental medical professional.

For legal purposes, I understand that coaching is currently an unregulated industry and that my coach is not "licensed" by any UK body even though the sessions may take place in the UK.

I understand and agree that I am fully responsible for my well-being during my coaching sessions, and subsequently, including my choices and decisions.

I understand that coaching alone, is not a substitute for counselling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment, and I will not use it in place of any form of therapy.

I understand that all comments and ideas offered by my coach are solely for the purpose of aiding me in achieving the defined goals I create with my coach. I have the ability to give my informed consent, and hereby give such consent to my coach to assist me in achieving such goals and understand that results are not guaranteed.

I understand that to the extent our work together involves career or business, my coach is not promising outcomes included but not limited to increased clientele, profitability and or business success.

I understand that my coach will protect my information as confidential unless I state otherwise in writing. If I report child, elder abuse or neglect or threaten to harm myself or someone else, I understand that necessary actions will be taken and my confidentiality agreement limited in this capacity. Furthermore, if my coach is ordered by a court to provide information or to testify, she will do so to the extent the law requires.

I understand that the use of technology is not always secure and I accept the risks of confidentiality in the use of email, text, phone, Zoom and other technology.

I hereby release, waive, acquit and forever discharge my coach, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages I may claim to have or that I may have arising out of acts or omissions by myself or by my coach as a result of the advice given by my coach or otherwise resulting from the coaching relationship contemplated by this agreement.

I further declare and represent that no promise, inducement or agreement not expressed in this agreement has been made to me to sign this agreement. This agreement shall bind my heirs, executors, personal representatives, successors, assigns, and agents.

TERMS AND CONDITIONS

The coaching schedule will be arranged between Adele-Marie and the client and can be booked up to 3 months in advance. Adele-Marie will recommend the frequency of coaching sessions based on a professional assessment of the client's requirements. This recommendation, or plan, is not binding and may be altered and adjusted throughout the coaching journey by mutual agreement, in accordance with the terms set out in this agreement. All packages are bespoke depending on client requirements

The number and frequency of coaching session will be agreed at the start of coaching between Adele-Marie and the client, and confirmed by Adele-Marie by email or written correspondence.

In return for the fees payable by the client (or by a third party on their behalf), Adele-Marie agrees to provide the service as described below and in accordance with the terms and conditions set out below. The client agrees to pay fees for the service on the terms and conditions set out below (in situations where a third party pays the fees, the third-party counts as an agent acting on behalf of the client).

The date that the first coaching session takes place shall be deemed to be the start date for the service. Where any client is unhappy with any of the terms and conditions, they can contact Adele-Marie to discuss any concerns and see if they can be resolved before the first coaching session. Participation by any individual in the first coaching session constitutes acceptance of these terms and conditions.

FORMAT OF SESSIONS

Face to face (venue by mutual agreement), via Zoom; telephone coaching sessions (client calls coach); or another format where such is agreed. The length of each session is as agreed between Adele-Marie and the client before coaching sessions commence.

Where possible, if the client should require, recordings of the session can be made available

SESSION FEES

In accordance with Adele-Marie current per session fee or fee for a programme of sessions, or any other such fee as shall be agreed and notified to the client. Adele-Marie will confirm the fees in writing, by email. The number of sessions for which payment is required in advance will be agreed before coaching sessions commence.

ADDITIONAL SESSIONS

Adele-Marie may agree to provide additional coaching sessions after completion of the initial agreed session(s). These terms and conditions will apply to any additional sessions so provided and the Per Session Fee will remain the same as originally agreed except where Adele-Marie notifies the client in writing by letter or e-mail of a change to the Fee or to any other term or condition in accordance with the section in these terms and conditions headed "Variation of Terms and Conditions".

DATES AND TIMES OF SESSIONS

The date and time of the first session and any subsequent session will be agreed between Adele-Marie and the client by phone or email and confirmed by Adele-Marie, created on the available on-line booking system.

Sessions can only be rearranged in accordance with the section in these terms and conditions headed "Rearranging Sessions".

PAYMENT TERMS

Fees can be paid online by debit or credit card using the PayPal payments systems, by standing order, by bank transfer. Where receipts are requested by the client, they will be sent by e-mail unless otherwise requested.

Fees are payable in advance of each coaching session unless otherwise agreed (Business Coaching may allow for payment on receipt of invoice). Where payment has not been received by Adele-Marie in advance of a coaching session Adele-Marie is not obliged to provide the session.

If you have been granted a payment plan the payment can be broken down into monthly payments. The full, agreed payment has to be made, even if the sessions have been paused or ended as the desired results have been met.

Where payment is required on receipt of invoice rather than in advance, a charge may be levied for late payment.

BETWEEN SESSIONS

Adele-Marie may assign the client tasks or exercises to complete between coaching sessions. There is no obligation on the client to complete these items of 'homework', but not doing so may slow the client's progress in gaining improved quality of life or achieving desired business or personal outcomes.

The client may contact Adele-Marie by phone or e-mail between sessions to seek clarification regarding anything arising from a coaching session or for administrative purposes (e.g. where a client needs to rearrange a coaching session or make a payment).

If support has been granted, through a particular package, then please be aware that phone and email support will only be offered 9-7pm, Monday - Thursday.

Additional coaching can also be provided between sessions but there will be an additional charge for this. Adele-Marie will always advise a client in advance if the nature of a client's contact is likely to incur an additional charge and no such charges will be imposed without the client's agreement.

REARRANGING SESSIONS

If a client needs to rearrange a coaching session, they should provide at least 48 hours' notice. No refunds will be given to clients for unused coaching sessions unless 48 hours' notice has been given. In exceptional circumstances Adele-Marie may need to rearrange a coaching session. In those instances, she will also give the client 48 hours' notice, where practical.

Where a client pays for a session or sessions in advance, they must have the coaching session(s) that they have paid for within 9 months of the payment or their fee is forfeited.

CONFIDENTIALITY

Personal information or business information supplied by clients in coaching sessions will be treated as confidential. It will not be disclosed to a third party without the client's prior permission, save where required by law or where action might be necessary to prevent harm to the client or someone else.

EARLY TERMINATION

In exceptional circumstances, such as illness or unavailability due to bereavement or other commitments, inappropriate behaviour by the client, actual or potential conflict of interest, or other reasons, Adele-Marie can decide to terminate the service to the client early or refuse or be unable to provide further coaching sessions to the client. In such a circumstance the client will be given reasonable notice of termination by Adele-Marie where practicable. Only in exceptional circumstances will the client be refunded for any advance payments made for coaching sessions not yet provided.

RESPONSIBILITIES

Adele-Marie will seek to enable the client to improve their quality of life or level of business success and to achieve their desired outcomes. Remarkable results can be achieved where clients follow a clear plan in a committed way. However, the client has sole responsibility for taking important decisions in their life or business. Adele-Marie has no liability for any loss incurred by any client, whether financial or otherwise, following commencement of coaching sessions, or for any perceived failure by the client, whether justified or otherwise, to achieve a material improvement in quality of life or business or to achieve their desired outcomes or goals.

VARIATION OF TERMS AND CONDITIONS

Where an Initial Number of Sessions is agreed, any changes to these terms and conditions intended to take effect prior to the conclusion of those Initial Number of Sessions will only have effect if

agreed by both Adele-Marie and the client and confirmed by Adele-Marie in writing by email or letter. In other cases, Adele-Marie may change any of these terms or conditions including the Per Session Fee by giving the client one week's notice in writing by e-mail of the change(s). If following receipt of such notification of change, the client no longer wishes to proceed with further coaching sessions, they may withdraw from the service immediately by giving notice in writing by email or letter and they will then be entitled to a full refund of any fees paid in advance for coaching sessions.

GOVERNING LAW

This contract is governed by the law of England whose courts have exclusive jurisdiction in relation to any dispute, disagreement, proceedings or legal claim of any nature relating to the service provided or the contract.

FEEDBACK

Feedback about the services provided will be welcomed via email
Adele@Adele-Marie-marie.co.uk