

Coaching Agreement and Terms & Conditions

This agreement & terms and conditions apply to all coaching and mentoring services provided by Jane Bliss Sorrell ("coach"), to any individual or organisation ("client") and constitute the contract for the service to be provided by Jane Bliss Sorrell for the client. The term 'coaching' applies to personal coaching and mentoring services and professional coaching for clients.

COACHING DISCLAIMER

In proceeding with coaching with Jane Bliss Sorrell you are confirming that you have read and agree to the following:

1. Coaching is a partnership (defined as an alliance, not a legal business partnership) between the coach and the client for the purpose of aiding the client, through a collaborative process, to achieve their personal and/or professional goals.
2. You acknowledge that coaching does not involve the diagnosis or treatment of mental health disorders or medical care and that coaching is not to be used as a substitute for counselling, psychotherapy, psychoanalysis, mental health care, medical assistance, 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.
3. You understand that you are solely responsible for implementing your own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and coaching interactions with the coach. As such, you agree 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.
4. You understand that all comments and guidance offered by your coach are solely for the purpose of aiding you in achieving the defined goals created with your coach. You have the ability to give your informed consent, and hereby give such consent, to your coach to assist you in achieving such goals and understand that results are not guaranteed.
5. You understand that the Coach may suggest complimentary modalities (e.g. EFT Therapy and NLP or other methods) with the purpose of assisting to achieve your defined goals. Your consent will always be sought before any alternative methods commence and you can decline any additional methods offered.
6. You understand that the Coach may assign you tasks or exercises to complete between coaching sessions ("homework") with the purpose of supporting progress towards your goals. There is no obligation to complete these tasks but not doing so may slow your progress in reaching your goals.
7. For legal purposes, you understand that coaching is currently an unregulated industry and that your coach is not "licensed" by any UK body even though the sessions may take place in England or elsewhere in English.

Data Protection

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

Data Security

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

Waiver

10. You hereby release, waive, acquit and forever discharge your Coach, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages you may claim to have or that you may have arising out of acts or omissions by yourself or by your Coach as a result of the advice given by your Coach or otherwise resulting from the coaching relationship contemplated by this agreement.
11. You further declare and represent that no promise, inducement, or agreement not expressed in this agreement has been made to you to sign this agreement. This agreement shall bind your heirs, executors, personal representatives, successors, assigns, and agents.

TERMS & CONDITIONS

The coaching schedule will be arranged between the coach and the client. The coach will recommend the number and frequency of sessions or programme based on a professional assessment of the client's requirements. This recommendation, and subsequent plan or programme undertaken, is not binding, and may be adjusted throughout the coaching journey by mutual agreement, in accordance with the terms set out in this agreement.

The number and frequency of coaching sessions will be agreed between the coach and the client and confirmed by the coach by email or written correspondence. Where no specific number or programme is agreed, sessions will be provided on a session-by-session basis.

In return for the fees payable by the client (or by a third party on their behalf), the coach agrees to provide the service as described 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 session commences shall be deemed to be the start date for the service. Where a client disagrees with any of the terms and conditions, they must discuss with the coach to agree a resolution prior to the first session. Participation by any individual in the first coaching session constitutes acceptance of these terms and conditions.

SESSIONS FORMAT

Sessions are held either face-to-face (location by mutual agreement), or remotely via phone, Zoom, Skype, FaceTime, WhatsApp or other formats by mutual agreement. All remote sessions the client is responsible for calling the coach. The length of each session is 1 hour unless otherwise agreed prior to session commencing.

DATES & TIMES OF SESSIONS

The date and time of the first session and any subsequent session will be agreed between the coach and the client and confirmed by via email in advance by the coach.

Sessions may be cancelled or rescheduled in accordance with the section in these terms and conditions headed "cancellation & rescheduling of sessions".

CONTACT BETWEEN SESSIONS

The client may contact the coach by email at any time between sessions to seek clarification regarding anything arising from a coaching session or for administrative purposes (e.g. questions regarding "homework" or if the client needs to rearrange a coaching session). The client may only contact the coach by other means (e.g. phone calls, texts or WhatsApp messages) only during business hours (09.00 – 18.00 Monday – Friday) unless by prior agreement or in the case of emergency.

SESSION FEES

Current fees are listed on the website and the coach reserves the right to change these from time to time. All fees will be agreed with the client in advance of coaching commencing, and must be paid for, prior to the session.

PAYMENT TERMS

Session by Session: Fees are payable 48 hours in advance of each coaching session unless otherwise agreed. A secure payment link is provided upon booking (may also be made by bank transfer) which must be settled 48 hours prior to session start time. If payment has not been received 24 hours in advance of a coaching session the coach reserves the right to cancel the session. Cash or card payment available on the day for face-to-face appointments by prior request only. Payment by bank transfer is available in advance where an invoice has been requested minimum 48 hours prior to appointment.

Coaching Programmes: Fees are payable in advance on a monthly rolling basis for the duration of the programme (usually 3 months), or as agreed between the coach and the client. A secure payment link is provided monthly in advance for monthly paid programmes and where a one-payment fee is agreed this should be paid in advance of the programme commencing.

CANCELLATION & RESCHEDULING OF SESSIONS

Appointments may be rescheduled up until 48 hours prior to start time. In such cases, the coach will attempt in good faith to reschedule the meeting to an agreeable time. Between 24-48 hours prior incurs a 50% cancellation fee and 100% fee is due for same day cancellations or missed appointments. No refunds will be given for pre-paid coaching sessions unless 48 hours' notice has been provided or in exceptional circumstances at the coach's discretion.

For pre-paid coaching packages, sessions must be taken within 6 months of payment. For sessions not taken with the 6-month timeframe the coach reserves the right to request any supplementary payment, due to fee increases, prior to the remaining coaching sessions not yet taken.

Coaching programmes paid in advance are non-refundable once sessions have commenced. In exceptional circumstances, such as illness or unavailability due to bereavement, the client may request a refund for any remaining sessions and the coach will attempt in good faith to find an agreeable resolution. Rescheduling of programme sessions held remotely will be made, in good faith, when requested.

In exceptional circumstances the coach may need to rearrange a coaching session. The coach will provide 48 hours' notice where practical unless due to an emergency situation.

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, the coach may 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 the coach where practicable and will be refunded any advance payments made for coaching sessions not yet provided.

CONFIDENTIALITY

Personal or professional information (documented or verbal) supplied by a client during a coaching session will be treated as confidential. Confidential Information does not include information that: (a) was in the coach's possession prior to its being furnished by the client; (b) is generally known to the public or in the client's industry; (c) is obtained by the coach from a third party, without breach of any obligation to the client; (d) is independently developed by the coach without use of or reference to the client's confidential information. Confidential information supplied by the client will not be disclosed to a third party without the client's prior consent, save where required by law or where action might be necessary to prevent harm to the client or someone else.

COACH RESPONSIBILITIES

The coach will seek to enable the client to achieve their desired outcomes. Results can be achieved where the client follows the guidance provided by the coach and whereby the client participates and engages in the programme in a committed way. However, the client has sole responsibility for making decisions in their personal life or professional activities. The coach 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 their professional or personal development, physical, mental, emotional, or spiritual wellbeing, or any of their desired outcomes or goals.

TERMS & CONDITIONS VARIATIONS

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 the coach and the client and confirmed by the coach via email. In other cases, the coach may change any of these terms or conditions 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 and they will then be entitled to a full refund of any fees paid in advance for coaching sessions not yet provided. Such notice will be effective on receipt by the coach.

LIMITED LIABILITY

Except as expressly provided in this Agreement & Terms & Conditions, 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. In no event shall the coach be liable to the client for any indirect, consequential, or special damages. 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 & Terms & Conditions for all coaching services rendered through and including the termination date.

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.

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