

## Terms and Conditions of Agreement for Coaching Services

for the edition of these **Terms and Conditions** refer to the footer on this and every page.

### Table of contents

<b>Terms and Conditions of Agreement for Coaching Services</b>	<b>1</b>
Revision Notes	1
1. Parties and Defined Words	2
2. Acceptance and Termination of the Agreement	3
3. Coaching Sessions	3
4. Confidentiality and Recordings	3
5. My Professional Status and Coaching Minds	4
6. Minors and Vulnerable People	4
7. Privacy and Data Protection	5
8. Pricing and Payment	6
9. Cancelling a Coaching Session	6
10. Refunds	6
11. Term	6
12. Liability	7
13. Complaints Procedure	8
14. Intellectual Property	8
15. Severance and Governing Law	8

### Revision Notes

Edition	dated	Summary of revisions
<a href="#">first edition</a>	2023-06-01	n/a
<a href="#">second edition</a>	2023-09-14	Minor typos corrected in draft email no change to T+Cs
this edition	2023-09-24	Addition of Section 6 and renumbering of later sections. Minor typos corrected. Logo header added.

## 1. Parties and Defined Words

- 1.1. Defined words are capitalised and emboldened in the text below. Other words have meanings attributed to them by common English usage.
- 1.2. The parties to this agreement are the **Coach**, (also: me, I) Nicholas J T James (Nick James) and the **Client** (also: you)
- 1.3. Note: the term “Trajectory Coaching” and the device “from123to.xyz” are nothing but a logo that I use to represent myself personally.
- 1.4. The **Terms and Conditions** - this document, comprising Sections 1-15 (excluding any draft emails which may be attached to it.)
- 1.5. **Email** - communication between **Coach** and **Client** by electronic mail.
- 1.6. The **Agreement** - Our agreement for coaching. It comprises
  - 1.6.1. These **Terms and Conditions**
  - 1.6.2. An exchange of **Emails**.
- 1.7. **Website** - my website, through which I describe and offer my services as a life coach. <https://from123to.xyz> (other organisations’ websites are referred to without bold type)
- 1.8. **Coaching Minds** - an organisation accredited by the European Mentoring and Coaching Council (**EMCC**) and the Association for Coaching, and with Silver Level approval with Coaches and Mentors of South Africa. (COMENSA) The **Coaching Minds** website is at <https://coachingmindsglobal.com/> Their privacy policy is here: <https://www.coachingmindsglobal.com/privacy/> Their code of professional practice is here: <https://drive.google.com/file/d/1QOOSRAA59H9BUS4kFh7HsJrbdF5Copzv/view?usp=sharing>
- 1.9. **Global Code of Ethics** - the code published by the **EMCC** and available here: <https://www.emccglobal.org/leadership-development/ethics/>
- 1.10. **Privacy Policy** - My privacy policy, as published on the **Website**. (Other organisations’ privacy policies are referred to here without bold type)
- 1.11. **Notion** - A database productivity platform whose terms and privacy statement is available here: <https://www.notion.so/Terms-and-Privacy-28ffdd083dc3473e9c2da6ec011b58ac/>
- 1.12. **Google Meet** and **Google Drive** - Web-based meeting and storage platforms whose privacy statement is available here: <https://policies.google.com/privacy>

## 2. Acceptance and Termination of the Agreement

- 2.1. The **Agreement** is made by the exchange of **Emails** between the **Coach** and **Client**. The exchange refers to the incorporation of these **Terms and Conditions** and comprises an offer by the **Coach** including a pricing structure taken together with a positive response from the **Client**. The edition of the **Terms and Conditions** as published on the **Website** may change from time to time, but if so, such changes will be logged, and dated archive copies will still be available. The edition current at the time of the exchange referred to above will remain applicable unless and until a further exchange of **Emails** specifically updates the relevant edition.
- 2.2. The **Agreement** may be terminated by either party in accordance with part 11 below.

## 3. Coaching Sessions

- 3.1. Our sessions will be governed by your visions and goals, and we will discuss and progress with the agenda you set for each session.
- 3.2. Our sessions will be of value to you only to the extent that they are open and honest.
- 3.3. At times I may challenge you on your limiting beliefs. This process is part of a normal coaching journey and is aimed at helping you get past any blocks or fears you may be facing. The intention will always be to seek to make a positive difference and in case you feel uncomfortable by such challenges, I encourage open discussion, so that concerns will be resolved, leaving you in a good place at the end of each session.
- 3.4. Some of our sessions may consist of exercises to assist your thinking and I may offer you various materials and tools.

## 4. Confidentiality and Recordings

- 4.1. Everything discussed within our sessions is strictly confidential and will only be shared with a third party in accordance with the following exceptions:
- 4.2. Confidential information will only be shared:
- 4.2.1. With statutory authorities local to you where any information you have shared indicates a threat of harm to others.
  - 4.2.2. With statutory and/or voluntary authorities local to you where any information you have shared indicates a threat of harm to yourself.

- 4.2.3. With my supervisor at **Coaching Minds**, solely for the purposes of my own learning, assessment, support and feedback. (not as training material for other coaches)
- 4.3. I may ask to record video and/or audio in our sessions. I will never start a recording before receiving your permission. These recordings will be for my personal reflection and may be shared with my **Coaching Minds** supervisor in accordance with the preceding paragraph. You may refuse, or ask for such recordings to be stopped and/or destroyed at any time while or after the recording is in process, and I will comply immediately without reservation.
- 4.4. I use **Google Meet** for web meetings because I understand that, unlike Zoom, Google does not require me to allow them access to audio/videos made on their platform. If I record sessions the recording stays on my personal computer unless I upload it to my personal **Google Drive** for supervision by Coaching Minds and I will delete it from that platform and from my personal computer after the relevant assessment - usually within 28 days of the session.

## 5. My Professional Status and Coaching Minds

- 5.1. I am a trainee life coach with **Coaching Minds**. You are welcome to join the Coaching Minds Hub where further information is available about that organisation, the ethical and business governance standards which I follow, and information about the practice of coaching.
- 5.2. As well as operating through the **Website**, I have a “Coaching Room” at **Coaching Minds** which you are welcome to visit. My business ethical and disciplinary standards are identical, whether I operate by reference to the **Website**, or through **Coaching Minds**.

## 6. Minors and Vulnerable People

- 6.1. I take the safety and well-being of young individuals and vulnerable people very seriously. If during our coaching conversations, I come to believe that my **Client** is a minor or otherwise vulnerable, I will discuss that situation openly with you.

- 6.2. I may withdraw from our **Agreement** in cases where I do not believe that my professional competence is sufficient to serve you appropriately. In such cases, please refer to item 11.4.2 below.

## 7. Privacy and Data Protection

- 7.1. Please refer to my **Privacy Policy**. In summary:

- 7.1.1. I do not store any client information on my **Website**.
- 7.1.2. My **Website** uses cookies generated by WordPress, Elementor and various plugins. I believe these organisations treat personal information confidentially in accordance with their own published privacy notices and end-user license agreements. My website is GDPR compliant with reference to Google Fonts.
- 7.1.3. I don't gather any information from cookies and plugins other than as follows: If you contact me through my website I will receive notification of your device type and IP number (from which I may be able to determine your approximate location). I keep the minimum contact information necessary to keep in touch in my personal (Google) electronic address book. I do not store client addresses or contact lists in any other kind of database. I don't use electronic contact lists for marketing, and nor shall I share or sell any client or contact information whatsoever.
- 7.1.4. I keep client session notes in a (paper) notebook (which I keep securely) and as images and text on the **Notion** platform. My account with **Notion** is a personal (not a shared) account and I am not a member of any **Notion** groups or teams. I do not use **Notion's** AI facilities. I do not share this information with any other organisation other than as described in "Confidentiality and Recordings" above.
- 7.1.5. All personal data collected by **Coaching Minds** will be used and stored in accordance with their privacy policy. In summary, They keep data for a period of 3 months after the termination of coaching agreements. This does not prevent you from asking them to destroy your personal data sooner.

- 7.2. If you ask me to destroy your personal data at any time during or after our **Agreement**, then I will comply immediately without reservation. After that, you will be able to contact me through my **Website** or through **Coaching Minds**. I will not be

able to contact you again unless and until you do so because you will no longer be in my address book.

## 8. Pricing and Payment

- 8.1. **Coach** and **Client** have agreed a pricing structure as recorded by the exchange of **Emails** as described above under “Acceptance and Termination of the Agreement” above.
- 8.2. The pricing structure recorded in the exchange includes the amount, means of payment and when fees are due.
- 8.3. There will be no hidden or retrospectively applied fees or expenses.
- 8.4. The pricing structure will remain in force until agreed otherwise by a subsequent **Email** exchange, and will never change without a notice period of at least two sessions or one month - whichever is the greater.

## 9. Cancelling a Coaching Session

- 9.1. Both/either party may cancel a coaching session, with at least 24 hours' notice. If you cancel in this way then the session can be rescheduled.
- 9.2. Failing to cancel with such notice may result in the termination of this agreement and of your coaching.

## 10. Refunds

- 10.1. No refunds for coaching will be given that has taken place unless it has been proven that there has been a breach of the **Global Code of Ethics**.

## 11. Term

- 11.1. The term of this **Agreement** is not defined unless specified as part of the pricing structure in the exchange of **Emails** referred to above.
- 11.2. Whether or not the term is defined, this **Agreement** can be terminated at any point by either party. In case of termination, any outstanding fees are still due for sessions held in accordance with the pricing structure unless waived by the **Coach** in an **Email**.

- 11.3. The **Client** may terminate verbally or by **Email**. If terminating verbally within a session, that session is still payable, and the termination shall be confirmed by **Email** exchange. If you wish to terminate by **Email** only, then at least 48 hours' notice is required to avoid fees on the next session. No reason is required formally although I hope that you would give me some feedback in such circumstances.
- 11.4. The **Coach** may terminate the **Agreement** on any of the following grounds:
- 11.4.1. By mutual agreement when you feel that your goals have been met and your coaching journey, for the time being, is complete.
  - 11.4.2. If I feel that your requirements are outside my competence. In which case I will always recommend alternative assistance and a handover arrangement for your consideration.
  - 11.4.3. If you have failed to give 24 hours' notice of session cancellation.
  - 11.4.4. If I am obliged to share confidential information with Statutory or Voluntary Authorities as described above.

## 12. Liability

- 12.1. The **Coach** shall not be liable to the **Client** or to third parties in connection with this **Agreement**, whether in contract, tort (including negligence) or otherwise
- 12.1.1. For any loss arising out of any event beyond the **Coach's** reasonable control (including data breaches)
  - 12.1.2. For any indirect loss.
  - 12.1.3. For any loss associated with actions taken by the **Client** as a result of the coaching unless such action has been taken on the specific advice of the **Coach**. (Note that part of the Code of Conduct for Coaches is that we do not give advice, so for this to be the case, I would already have breached my Code of Conduct)
- 12.2. The **Coach's** aggregate liability to the **Client** and third parties in connection with this **Agreement** whether in contract, tort (including negligence) or otherwise shall not exceed the value of the fees paid by the **Client** under this **Agreement** to the date of the event that precipitated the liability.

### 13. Complaints Procedure

- 13.1. In an unregulated profession, I voluntarily submit my practice to the authority of **Coaching Minds** with the aim of providing an excellent service to you on your journey. I am bound by the code of professional practice of **Coaching Minds** including their disciplinary procedures.
- 13.2. If you ever wish to raise a complaint about any aspect of my coaching services, please let me know and we will try to resolve your complaint quickly and efficiently.
- 13.3. In case we cannot resolve your complaint ourselves, you may escalate your complaint to **Coaching Minds** via email at [centre@coachingmindsglobal.com](mailto:centre@coachingmindsglobal.com)

### 14. Intellectual Property

- 14.1. All intellectual property rights (including without limitation copyright) in the material contained and given to you (including without limitation all templates, guidance notes, photographs, videos, and all other documents), together with **Coaching Minds'** brand, text and graphics belong to the **Coach** and/or **Coaching Minds**.
- 14.2. You may retrieve and display the content and materials provided on a computer screen, store such content in electronic form on disk and print copies of such content for your own personal, non-commercial use, provided you keep intact all copyright and proprietary notices.
- 14.3. All rights are reserved. The **Client** may not reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content provided without written permission.

### 15. Severance and Governing Law

- 15.1. This **Agreement** shall be governed by and construed in accordance with English law. Any disputes shall be subject to the exclusive jurisdiction of the English courts, to which both **Parties** submit.
- 15.2. If any provision of this **Agreement** is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of this **Agreement** shall not be affected.



The draft email that follows may or may not be used as a template in forming an Agreement between the Parties. Whether or not it has been used, the Agreement will be made on the Email(s) that was/were actually sent and received, and not the following draft.

#### **Draft Email Proposal from Coach to Client**

Dear xxx

I refer to our discussion of xxx and I confirm that I would be delighted to provide coaching services as we have discussed.

I give below a menu of programs and payment options. Please do not hesitate to raise any queries, or if all is clear then let me know which option you would like to take up.

In a spirit of transparency, I advise you that your positive response to this email will create a written agreement between us.

The short version of this agreement is: *I provide coaching, and you pay me for my services. I voluntarily submit my practice to the ethical standards of self-regulatory organisations including [Coaching Minds](#) (with whom I am a trainee coach) and the [EMCC](#).*

The full version of the Ts and C's says pretty much the same and includes details of confidentiality, privacy, liability etc. and is available on my [website](#).

I very much look forward to working with you.

With best wishes

Nick James



## Menu

### Three-Month Life Coaching Offer - value \$950

- Duration: nominally 3 months (may last to 4 months)
- Total Sessions: 8 sessions
- Session Length: 60 minutes per session

#### Offer Includes:

Coaching Sessions on an agreed timetable. The agenda will be set by you. Sessions may include some or all of the following.

- Goal Setting and Action Planning
- Progress Tracking and Accountability
- Ongoing Support and Guidance
- The use of Resources and Tools for Personal Growth

#### Pricing and Payment Options:

##### 1. Full Payment: \$850 (Save over 10%)

- Pay the full amount upfront and receive a discount.

##### 2. Two Installments: \$475 x 2

- Pay \$475 at the beginning of coaching, second payment 6 weeks later.

### Six-Month Life Coaching Offer: value \$1,800

- Duration: nominally 6 months (may last up to 7 months)
- Total Sessions: 16 - 18 sessions
- Session Length: 60 minutes per session

#### Offer Includes:

Coaching Sessions on an agreed timetable. The agenda will be set by you, sessions may include some or all of the following.

- Goal Setting and Action Planning
- Progress Tracking and Accountability
- Ongoing Support and Guidance
- The use of Resources and Tools for Personal Growth



- Goal Refinement and Roadmapping
- Milestone Celebrations

#### **Pricing and Payment Options:**

1. Full Payment: \$1,600 (Save over 11%)

- Pay the full amount upfront and receive a discount

2. Three Installments: totalling \$1,800 : \$600 every 2 months in advance.

3. Five Installments: totalling \$1,800 : \$600 at the beginning of coaching and \$240 at the beginning of the four subsequent coaching months

#### **Payment**

Fees are quoted in USD and are payable by Paypal or BACS before the next session after the due date as described above. I do not charge additional expenses or VAT.