



# Coaching Disclaimer & Terms & Conditions

In the spirit of good practise, when you are purchasing or volunteering for coaching services from me – **Nichola Pyrkos @mindfullifecoachuk** - 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, as well as information on my website 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. Life Coaching is not a substitute for professional mental health care or medical care. Life Coaching is meant to be done when major emotional and psychological wounds are already healing or healed.

Nichola is continually striving to ensure the standard of service she provides to clients remains excellent. At the end of the coaching process, or series of coaching sessions, the client will be asked to complete a feedback form and provide a written testimonial.

## COACHING DISLCALIMER

- I understand that the coaching services I will be receiving from The Mindful Life Coach UK are not offered as a substitute for professional mental health care or 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 health counsellor or a medical professional.
- For legal purposes, I understand that Life Coaching is currently an unregulated industry and that my Coach is not “licensed “ by any UK body.
- 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 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 Nichola and the client and can be booked up to 3 months in advance. Nichola 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.

The number and frequency of coaching sessions will be agreed at the start of coaching between Nichola and the client, and will be confirmed by Nichola by email or text. Where no specific number of sessions is agreed upfront, 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), Nichola 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 Nichola 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**

Sessions can take the form of face to face meetings (venue by mutual agreement), video call e.g. Zoom/Whatsapp (coach calls client); or telephone coaching sessions (coach calls client); or another format where such is agreed. Unless otherwise agreed, for video and telephone sessions, Nichola is responsible for calling the client at agreed times. Nichola is responsible for ensuring that she is available for live coaching at agreed times. The length of each session is as agreed between Nichola and the client before coaching sessions commence and can range from 1 to 2hrs (depending on the client's needs).

## **PUNCTUALITY**

Clients are expected to arrive on time for coaching sessions. If clients anticipate running late for a session, they should leave Nichola a message or send a text to 07940 517 758. Whilst every effort will be made to accommodate lost time, this may not always be possible and therefore the session may have to finish at the originally scheduled finish time.

## **SESSION FEES**

In accordance with Nichola's 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. Nichola will confirm the fees in writing, usually by email, unless this is impractical. The number of sessions for which payment is required in advance will be agreed before coaching sessions commence.

## **ADDITIONAL SESSIONS**

Nichola 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 Nichola notifies the client in writing by 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 Nichola and the client by phone or email and confirmed by Nichola by email or text.

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

## **PAYMENT TERMS**

At present, fees can only be paid online by debit or credit card using the Paypal payments system, or by bank transfer once an invoice has been issued from The Mindful Life Coach UK via email.

Fees are payable in advance of each coaching session/programme unless otherwise agreed. Where payment has not been received by Nichola in advance of a coaching session or programme, the coaching session will be cancelled and will need to be rescheduled once payment has been received with the incurred late payment charge (50% of the cost of the coaching session).

## **BETWEEN SESSIONS**

Nichola will 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 will slow the client's progress in gaining improved quality of life or achieving their desired outcomes.

The client may contact Nichola by text 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). Additional coaching can also be provided between sessions but there will be an additional charge for this. Nichola 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 Nichola 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 6 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, Nichola 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 Nichola where practicable and will be refunded any advance payments made for coaching sessions not yet provided.

## **RESPONSIBILITIES**

Nichola 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. Nichola 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 Nichola and the client and confirmed by Nichola in writing by email or letter. In other cases, Nichola may change any of these terms or conditions including the Per Session Fee by giving the client one week's notice in writing by letter or 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 not yet provided. Such notice will be effective on receipt by Nichola.

## 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.

## COMMITMENT, STANDARD & CODES OF CONDUCT & ETHICS

- Nichola is committed to conducting herself to the highest levels of ethics, integrity, accountability and responsibility e.g. to treat all clients and potential clients with absolute dignity, confidentiality and respect as free and equal individuals.
- Clients are expected to fully engage with the coaching process both during the session and afterwards with any homework tasks that may be assigned.

- If there is anything the client is unhappy about or would like to change, they should contact Nichola directly at the earliest opportunity to discuss and find a way forward.
- Clients are expected to treat Nichola with respect and to respect the venue where sessions are held e.g. home studio.
- For face to face meetings, clients are expected to comply with any health and safety or Covid-prevention measures that may be required by law e.g. masks, 2-meter distancing, use of sanitiser on hands and any equipment.
- Clients will not attend sessions under the influence of alcohol or recreational drugs and must notify Nichola if there have been any significant changes in their health or circumstances since the last session.
- If a client conduct contravenes these standards, Nichola reserves the right to terminate the session and/or refuse any future sessions, and any payment for sessions made in advance may be forfeited.

## FEEDBACK

Feedback about the service is welcomed and can be given during a coaching session or by writing to:

Nichola Pyrkos – Life Coach & Mindfulness Facilitator

[mindfullifecoachuk@gmail.com](mailto:mindfullifecoachuk@gmail.com) or Tel: 07940 517 758

Print Client's Name:

*I confirm that I have read the following Disclaimer and Terms & Conditions and am happy to comply with them for the duration of my working arrangement with Nichola @mindfullifecoachuk*

Signed.....

Date.....