

Art of the Possible Coaching Ltd Terms and Conditions

This Agreement is entered into by and between Janice Willis, Art of the Possible Coaching Ltd whose registered address is Simon Porter & Co, 1 Prospect Street, Reading, Berkshire. RG4 8JB, UK ("the Coach"), and the person or organisation ("the Client") to whom Art of the Possible Coaching Ltd provides Coaching Services (defined below).

Description of Coaching Services: Services include but are not limited to Career Coaching and Mentoring, Leadership Coaching and Mentoring, delivery of and coaching in Psychometric Assessments, coaching in all stages of job search and selection processes.

1) Coach-Client Relationship

A.The Coach agrees to maintain the ethics and standards of behavior established by the Career Development Institute (CDI) for coaching and the British Psychological Society (BPS) for use of psychometric assessments.

B.The Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship. The Client agrees that the Coach is not liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach.

C.The Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time though may be subject to appointment cancellation charges as documented herein.

D.The Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.

E.The Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders is not to be used as a substitute for professional advice by legal, medical or other qualified professionals. If Client is currently under the care of a mental health professional, it is recommended that the Client informs them of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

F.The Client understands that to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the Coaching Services.

2) Services and Payments

This Agreement is effective on the date of the Coach's signature following the Client's acceptance of the terms and conditions. The parties agree to engage in the Coaching Services at the applicable rate(s) as set out by the Coach to the Client, to be paid in pounds sterling and, where stated, are inclusive of VAT. Subject to agreement, the Coach will be available to the Client by email and telephone in between scheduled meetings. The Coach may also be available for additional time at a chargeable rate for the fulfillment of activities as requested by the Client (for example, reviewing documents, undertaking research, writing reports).

Payment terms are strictly 14 days from date of invoice. If any sum payable to the Coach by the Client is not paid within 30 days of the due date, the Coach reserves the right to charge interest to the Client at a rate of 3% above the Bank of England Base Rate as in force from time to time.

For Coaching Services which require prior financial outlay from the Coach, the Client will be invoiced for 50% of these costs in advance of the scheduled meeting. In such an event, should the Client subsequently cancel, any part-payments will be non-refundable if reimbursement from the supplier is not possible.

If quoted rates change before this Agreement has been signed and dated, the prevailing rates will apply, except for price increases imposed by third party suppliers.

3) Confidentiality

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the CDI and BPS Codes of Ethics. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

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; or (e) the Coach is required by law or regulation to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

According to the ethics of the Coaching profession, topics may be anonymously and hypothetically shared with other Coaching professionals for training, supervision, mentoring, evaluation, and for Coach professional development and/or consultation purposes.

4) Cancellation Policy

The Client agrees that it is the Client's responsibility to notify the Coach no later than 24 hours in advance of the scheduled calls/meetings of their inability to attend. The Coach will attempt in good faith to reschedule the missed meeting. The Coach reserves the right to charge the Client the full rate for a missed meeting.

5) Termination

Either the Client or the Coach may terminate this Agreement at any time, subject to the provisions of the Cancellation Policy. The Client agrees to compensate the Coach for all Coaching Services rendered through to and including the effective date of termination of the Coaching relationship.

6) Liability and Insurance

Except as expressly provided in this Agreement, 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. Except for liability which cannot be excluded or limited by law, the Coach shall have no liability to the Client under this Agreement and in no event shall the Coach be liable to the Client for any indirect, consequential or special damages. The Coach shall have in place and maintain a valid insurance policy and Enhanced DBS Clearance for the duration of any Client Agreement.

7) Entire Agreement

This document reflects the entire agreement between the Coach and the Client and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

8) Dispute Resolution

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after notice given. Each party shall bear the cost of any fees incurred in the course of resolving such dispute.

9) Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10)Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

11)Applicable Law

This Agreement shall be governed and construed in accordance with English law, without giving effect to any conflicts of English law provisions.

Please sign both copies and return one copy of this Client Agreement prior to the first scheduled coaching meeting. Retain one copy for your records.

CLIENT:

Client name and address:

Signature:

Date:

COACH:

Janice Willis, Art of the Possible Coaching Ltd, registered address: Simon Porter & Co, 1 Prospect Street, Reading, Berkshire. RG4 8JB, UK

Signature:

Date: