



## TERMS AND CONDITIONS

***This coaching and mentoring Agreement is between:***

***Coach/Mentor*** Alexandra Sleator, hereafter 'the Coach' and

***Coachee/Mentee*** , hereafter 'the Client'.

### ***Definitions***

In this Agreement, "me"/"I"/"my" means the Coach, and "you"/"your"/"yours" refers to the Client.

### ***1. Introduction***

- 1.1. You indicate your intention to enter into a legally binding contract with me ("this Agreement") with me in which I agree to supply coaching/mentoring services ("the Services") to you and you agree to pay the fee ("the Fee") for those services subject to this Agreement by signing and dating a copy of this Agreement, and returning the same to me as agreed, by hand, post or return email.
- 1.2. This Agreement shall not be varied in any way whatsoever unless agreed in advance in writing between us.

### ***2. My obligations to you***

I shall use my reasonable endeavours to

- 2.1. Conduct all my dealings with you with dignity, respect, honesty, confidentiality, and as an equal;
- 2.2. Conduct myself with integrity, responsibility and accountability;
- 2.3. Not defraud, misrepresent, deceive or mislead you;
- 2.4. Be committed to both the spirit and the letter of any agreements made with you;
- 2.5. Respect and follow our coaching agenda as entirely defined by you and your objectives;
- 2.6. Attend all meetings on time be those in-person, by phone or via Skype;
- 2.7. Be prepared for your coaching/mentoring sessions;
- 2.8. Commit to use all my work experience and coaching and mentoring competences to further our working alliance;
- 2.9. Lift the bar just when you thought you had reached it;
- 2.10. Share with you my knowledge, skills, experience and expertise where appropriate and when I deem necessary;
- 2.11. Challenge any self-deceptions that hinder your progress towards your ultimate outcomes;

- 2.12. Give you assistance, help, support, encouragement and guidance in fulfilling the outcomes or objectives agreed with me; and
- 2.13. Recommend the services of other institutions or professionals if appropriate to your outcomes; and such services are offered without liability, obligation or redress to me.

### ***3. Your obligations to me***

You will use your reasonable endeavours to

- 3.1. Conduct all your dealings with me with dignity, respect, honesty, and as an equal;
- 3.2. Conduct yourself with integrity, responsibility and accountability;
- 3.3. Be committed to both the spirit and the letter of any agreements made with me;
- 3.4. Attend all meetings on time be those in-person, by phone or via Skype;
- 3.5. Be prepared for your coaching/mentoring sessions, in particular with respect to the inter-session assignment(s) to which you will have committed to;
- 3.6. As needed, send any forms or assignments back to me fully completed and within the agreed time frame;
- 3.7. Bring all your resourcefulness and commitment in the service of your objectives;
- 3.8. Be willing and enthusiastic about trying new methods that I may suggest from time to time;
- 3.9. Accept and willingly work on direct, honest feedback received from me;
- 3.10. Be prepared to step outside your comfort zone into an achievement zone with my support; and
- 3.11. Respond positively when I challenge you if you are deceiving yourself, or on any areas that I deem appropriate to do so.

### ***4. Confidentiality and data protection***

- 4.1. I shall treat all your personal information (including our discussions, whether held in person, by phone or via Skype, and any correspondence between us, including by email) confidentially. I shall not divulge any part thereof to any third party unless required to do so by statutory or any other legal authority.
- 4.2. I shall always ask you in advance for your written permission before using your name as either a testimonial or for use in case studies in the context of my coaching qualifications.
- 4.3. You have the right to request at any time a copy of the personal information that is held about you. To request a copy of your personal information, please contact me. I reserve the right to charge a small fee (of no more than £10) for providing this information.

### ***5. Fees and payment policy***

- 5.1. I will indicate the fee for our exploratory meeting ahead of this session taking place.
- 5.2. We will agree the fee for my Services during our exploratory meeting. The fee will comprise of an hourly rate which may be discounted if you purchase several sessions in advance.

- 5.3. The Services include the provision of coaching sessions whether in-person, by phone or via Skype. I will charge you for any review work (e.g. a CV or a presentation) which you would like me to undertake outside our sessions using my hourly rate on a prorata basis.
- 5.4. Unless you have paid for several sessions in advance, payment for the Services is due at the start of the session in cash or personal cheque. I also accept bank transfers if that would be more practical but, in that case, will require payment to have cleared before we meet. I have a PayPal account but again will require funds to have cleared before our session.

## ***6. Cancellation and refunding policy in case of cancellation***

- 6.1. In the event that you are unable to keep an appointment for a session, I require that you give me at least 24 hours' notice in advance of the appointment. I shall then use my reasonable endeavours to reschedule the appointment for you within that same week, if possible.
- 6.2. Sessions may not be cancelled or carried over to future dates, only rescheduled where possible. In the event that you fail to attend your session (i.e. no-show), do not give me 24 hours' notice of cancellation, or rescheduling within that same week is not possible, you will remain liable for the full fee which I will not refund.
- 6.3. In the event that I cancel a session, I shall use my best endeavours to give you at least 24 hours' notice and offer you a new date for the same week. If the proposed date is not acceptable to you, I shall refund you the fee for your cancelled session in its entirety.

## ***7. Termination and refunding policy in case of termination***

- 7.1. You may terminate the Services at any time by telephoning or emailing me to inform me of your decision. I will refund you any unused portion of any fees paid in advance.
- 7.2. I reserve the right to terminate this Agreement with immediate effect if, at my sole discretion, I deem you to be committing, or to have committed, a breach of the Agreement (which may include, by way of example, but shall not be limited to, late or non-payment for the Services, failure by you to attend or lateness for meetings, and/or threatening, abusive, or inappropriate behaviour towards me).

## ***8. Limitation of liability***

Coaching only facilitates the achievements of a coachee's goals. The success of a coaching engagement is, principally, the product of (1) the coach's attributes, (2), the coachee's attributes and (3) environmental factors which may impact coaching outcomes. I therefore cannot guarantee clients' results. Clients' lives, decisions, actions and results are their own responsibility and while I will work with clients to identify solutions to their problems and means of achieving their objectives, I cannot warrant that any methods, sessions or activities will work in their specific situation.

You therefore agree not to hold me liable for any loss or damage or cost incurred by you or anyone related or associated to you (including without limitation, any direct, indirect, punitive or

consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, and whether in tort (including without limitation negligence), contract or otherwise) that may result in connection with the Services or your use of my information products and similar resources.

### ***9. Your warranty***

You warrant that you are of sound mental health, do not have a history of mental illness and are not seeing a therapist. If you are ill or seeing a therapist, or start to do so after you begin coaching with me, you warrant that you have the express permission of your therapist, or in the case of illness, I will reserve the right to cancel any session(s) if you are not well enough to continue. In the event that you breach this Clause 9, I shall treat such breach as a termination event in accordance with Clause 7.2, and I shall terminate this Agreement immediately and refund any unused fees.

### ***10. Force majeure***

I shall not be liable to you or deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform any of my obligations in relation to the Services, if the delay or failure was due to any cause beyond my reasonable control.

### ***11. Severability***

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part will be severed from this Agreement, the remainder of which will continue to be valid and enforceable to the fullest extent permitted by law.

### ***12. Governing law***

This Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

***My signature or typed name below confirms that I have read and understood the information provided in these TERMS AND CONDITIONS as well as in the COACHING INFORMATION SHEET (please do ask any question if not) and that I agree to enter into a coaching and mentoring contract with Alexandra Sleator as per the terms outlined in this Agreement .***

***Signature***

***Date***