



Paula Allen Coaching

Terms and Conditions

When you are purchasing coaching services or resources from Paula Allen Coaching the following terms and conditions apply.

These terms and conditions set out:

- your legal rights and responsibilities;
- my legal rights and responsibilities; and
- certain key information required by law.

The intention is that it will bring clarity to our relationship, protect both of us and take care of the business side of things so that we can get on with the good stuff! Please let me know if there are any clauses that you do not understand or that contradict your understanding of my services.

In this contract:

- 'I', 'me', 'my', 'myself' or 'coach' means Paula trading as Paula Allen Coaching; and
- 'You', 'your' or 'client' means the person buying or using my services and resources.

If you would like to speak to me about any aspect of these terms and conditions, please contact me by e-mail at paula@paulaallencoaching.com

Background

I provide Breakup and Divorce Recovery Coaching and I am a sole trader and my trading address is 124 City Road, London, EC1V 2NX, trading as Paula Allen Coaching. The purpose of the coaching provided to the client is to support them on their journey of recovery. It is a relationship built on trust, confidentiality and has input and action from both the coach and the client.

1 Introduction

- 1.1 If you attend a coaching session with me you agree to be legally bound by these terms and conditions.

- 1.2 If you use any of my free resources (for example podcasts, workbooks, discovery sessions or any other resources I may offer free of charge from time to time) you also agree to be legally bound by these terms and conditions as appropriate.
- 1.3 When attending a coaching session with me or using any resources you also agree to be legally bound by:
 - 1.3.1 my website terms of use and privacy policy;
 - 1.3.2 extra terms which may add to, or replace, some of this contract, for example any specific written contract between us;
 - 1.3.3 specific terms which apply to my services, for example programme, course or service descriptions which may be set out on the webpage or sales page for that programme, course or service or in email correspondence between us. If you want to see these specific terms, please visit the relevant webpage for the programme or look at the services description I have sent you in an email or request it from me.

All these documents form part of this contract as though set out in full here.

2 Responsibilities of the Coach

I will:

- 2.1 Support the client in their journey of recovery
- 2.2 Be unbiased, non-judgmental, open and honest during the coaching relationship
- 2.3 Be fully transparent with the client where any of their issues can not be worked on through coaching
- 2.4 Ensure there is a safe space for the client to discuss their emotions and talk through strategies for moving forwards
- 2.5 Manage the timekeeping of the sessions ensuring they start and finish at the scheduled times
- 2.6 Ensure that the sessions are always completely confidential, unless consent is given to disclose information, or disclosure is required by law (see point 14)
- 2.7 Actively listen to the client, allowing them to talk openly, using the necessary coaching skills to help the client work through their issues
- 2.8 Encourage the client to take responsibility for their development and progression

3 Responsibilities of the Client

The client:

- 3.1 Has the intention of moving forwards and will put every effort into their progression
- 3.2 Will be open and honest with me and be accepting of challenges to their thinking or ideas, open to exploring new ways of doing things

- 3.3 Will be open to support, accept feedback and have the desire to positively move forwards
- 3.4 Will create the right time and space to give the coaching their full attention and energy
- 3.5 Will ensure they have a stable internet connection so as not to hinder the session
- 3.6 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 and his/her coaching calls and interactions with me. As such, the Client agrees that I am 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 me
- 3.7 Understands and accepts that I am not a psychotherapist, psychiatrist, counsellor or medical professional, and that coaching is not a substitute for professional mental health care or medical care, and is not intended to diagnose, treat or cure any mental health or medical conditions. If the client is currently under the care of a mental health professional, it is recommended that the client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the client and myself
- 3.8 Understands that coaching does not include legal or financial advice

4 Signing up for my Coaching

- 4.1 Below, I set out how a legally binding contract to buy services between you and I is made:
 - 4.1.1 You make initial contact either via booking a discovery call, filling in the form on my website or emailing me directly and we confirm a convenient time between us for a coaching session.
 - 4.1.2 I confirm the details of that session to you via email, the email includes start time, price, payments details, a link to the online coaching session and attached to the email will be a copy of these terms and conditions.
 - 4.1.3 Once you attend the session, at this point:
 - (a) a legally binding contract will be in place between you and I, and your attendance confirms your agreement to these terms and conditions.
 - (b) I shall start to carry out the services as set out in the coaching description on the website or in a services description agreed between us.

5 Coaching Schedule

- 5.1 The regularity of the coaching sessions will be agreed between myself and the client.

- 5.2 All sessions will be conducted online unless otherwise agreed.
- 5.3 Both myself and the client are able to take notes during each session.

6 Scheduled Sessions

- 6.1 It is expected that scheduled sessions will begin at the agreed time as per the invite email sent by myself.
- 6.2 Any sessions which begin after that time due to late client arrival for whatever reason cannot be extended beyond the agreed finish time.

7 Between Sessions

- 7.1 In the first session the client will leave with an action plan that will be used and amended or added to in any subsequent sessions with myself.
- 7.2 There is no obligation on the client to complete any of the actions but the client accepts that by not following up on the actions it may hinder their progression.

8 Coaching Investment

- 8.1 The investment for coaching will be agreed between myself and the client. I will confirm the investment in writing, usually via email.

9 Payment Terms

- 9.1 Payment should be made by bank transfer (as set out on email from me), although I have the right to alter the payment mechanism from time to time.
- 9.2 Fees are payable in advance of the coaching sessions unless otherwise agreed. Payment must be made in full no less than 48 (forty-eight) hours in advance of each session.
- 9.3 Where payment has not been received by myself in advance of a session I am not obliged to provide the session.
- 9.4 Where a client requests a receipt, this will be sent by email unless otherwise requested.

10 Cancellation and Refund Policy

- 10.1 If the client is unable to attend a scheduled session, please let me know as soon as possible and at least 48 hours in advance of the scheduled session.

- 10.2 I will try in good faith to reschedule the missed meeting, otherwise will reimburse any fees paid in advance by the client, providing the 48 hours notice has been given by the client.
- 10.3 If the client fails to attend a scheduled session or does not give the required notice of at least 48 hours, I reserve the right to retain the fees paid.
- 10.4 If for any reason I cancel the clients scheduled appointment, I will refund to Client any pre-paid fees, and as far as possible, I will give client 48 hours' notice in writing.
- 10.5 My carrying out of the services might be affected by events beyond my reasonable control. If so, there might be a delay before I can restart the services. I shall make reasonable efforts to limit the effect of any of those events, I shall keep you informed of the circumstances and I shall try to restart the services as soon as those events have been fixed. Examples of events which might be beyond my reasonable control include illness, pandemics, epidemics, IT issues and problems with internet connectivity, any law or action taken by a government or public authority.

11 Termination

- 11.1 Client may terminate the coaching relationship at any time, on the giving of appropriate written notice, at least 48 hours prior to any scheduled appointment. I reserve the right to retain the fees paid in full for cancellations made less than 48 hours before a booked session.
- 11.2 In the event that the I terminate the coaching relationship, then, as far as possible, I will give the Client reasonable written notice and will explain the reasons to the Client.
- 11.3 I reserve the right to suspend or terminate the coaching relationship, in the event that Client commits a breach, termination to become effective 5 (five) days after I have emailed Client with a request that Client complies with these Ts&Cs but Client has not so complied.
- 11.4 Termination by myself shall not prejudice my right to damages that I could claim from Client in the event that I suffer harm as a result of Client's breach.
- 11.5 In the event of a termination, all Client's data will be deleted upon Client's written request, or as prescribed by law.

12 Intellectual property

- 12.1 If I provide you with any materials, whether digital or printed, any intellectual property in those materials belongs to me and unless we agree otherwise you can only use those materials for your own personal use and you may not share them with third parties.

13 How I may use your personal information

- 13.1 I shall use the personal information you give to me to:
 - 13.1.1 provide the services;
 - 13.1.2 process your payment for the services; and
 - 13.1.3 inform you about any similar products and services that I provide, though you may stop receiving this information at any time by contacting me.
- 13.2 I shall not give your personal information to any third party unless you agree to it.
- 13.3 For full details of how I deal with your personal data, see my privacy policy on my website.

14 Confidentiality

- 14.1 All information shared by you on a one to one basis will be kept strictly confidential, except when releasing such information is required by law and/or where I consider it necessary to do so because of concerns of risk to yourself or others or to assist the prevention or detection of a crime. Such circumstances may include suicide, child sexual or general abuse or neglect, kidnapping, murder, rape, treason or terrorism.
- 14.2 Where you participate in any group sessions, for example as part of a group coaching programme, you agree to keep strictly confidential any information shared by participants in those group sessions and not to share it with any third parties. You will not use the confidential information of any participant of a group session for your own benefit except with the explicit consent of that participant.
- 14.3 The obligations in clauses 14.1 and 14.2 will not apply to information which:
 - 14.3.1 has ceased to be confidential through no fault of either party;
 - 14.3.2 was already in the possession of the recipient before being disclosed by the other party; or
 - 14.3.3 has been lawfully received from a third party who did not acquire it in confidence.
- 14.4 Your and my confidentiality obligations under this clause will continue after termination of this agreement.
- 14.5 You will not use any Confidential Information for profit or for your own benefit in any way.
- 14.6 I will not disclose the client's name as a reference without the client's consent.
- 14.7 It is, of course, not possible to protect the confidentiality of information that is transmitted electronically through emails and computers connected to the internet that do not utilise security or encryption protection.

14.8 Client consents to me holding personal information that I collect in relation to Client and processing it in any form and transferring it (excluding sending by email) but only for the purposes of providing my services.

15 Liability

15.1 Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury caused by negligence), I am not legally responsible for any:

15.1.1 losses that:

- a. were not foreseeable to you and me when the contract was formed which means any losses that might have been sustained by you that would not ordinarily be sustained by a client in your industry;
- b. that were not caused by any breach of these terms on my part; and

15.1.2 business losses, including loss of business, business interruption, loss of profits, loss of management time and loss of business opportunity.

15.2 My coaching is provided with all reasonable care and skill. Subject to that, I do not accept any liability to the client, and give no warranty as to what outcome the client may achieve as a result of my coaching. The client is responsible for the actions and decisions they take or do not take following the coaching received.

15.3 To the extent permitted by law, my maximum aggregate liability in acting for the client is capped at what is recoverable by me under my professional indemnity insurance cover from time to time. A copy of the relevant policy is available on request.

16 Resolving Problems

16.1 In the unlikely event that there is a problem with the services, please contact me as soon as possible and give me a reasonable opportunity to sort out any problems with you and reach a positive outcome.

16.2 I may at my option vary or re-perform the services if there is a problem and the terms of this agreement will apply to any re-performed services.

16.3 I shall try to resolve any disputes with you quickly and efficiently.

16.4 If you and I cannot resolve a dispute and either of us want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.

16.5 The laws of England and Wales will apply to this contract.

16.6 In the event of a dispute between us, you and I agree not to engage in any conduct or communications, including on social media, designed to disparage my or your website, products and services.

17 Entire agreement

17.1 These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, assurance or warranty given by or on behalf of me which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

18 Third party rights

18.1 No one other than a party to this contract has any right to enforce any term of this contract.