



TERMS AND CONDITIONS

This business Agreement is between:

- ***the Service Provider*** Alexandra Sleator, and
- ***the Client*** _____, hereafter 'the Client'.

Definitions

In this Agreement, "me"/"I"/"my" means Alexandra Sleator, Director of Coaching for Inspiration Ltd., executive coach and coach, while "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") 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 work 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 sessions;
- 2.8. Commit to use all my work experience and coaching, career advisory 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 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 and will always notify you in advance.
- 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. The fee for my Services will comprise of a single session which may be discounted if you purchase several sessions in advance or if you purchase sessions within a work programme.
- 5.2. The Services include the provision of coaching/mentoring sessions whether in-person, by phone or via Skype as well as support beyond the session of 30 minutes. Beyond these 30 minutes, I will charge you for any additional time spent supporting you or for reviewing work (e.g. a CV or a presentation) at your request my session rate on a prorata basis.
- 5.3. 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. For ad hoc sessions, in the event that you are unable to keep an appointment for a session and need to cancel, the following cancellation fee applies:
 - 25% of the applicable rate from if you cancel within 4 business days of the appointment time. For the avoidance of doubt, if you book a session at 5pm on a Friday and cancel at 6pm on the preceding Monday, you will owe me 25% of the session fee;
 - 50% if you cancel within 3 days business, and
 - 100% if you cancel within 2 business days. For the avoidance of doubt, if you cancel at 6pm on Wednesday a session booked for 5pm on Friday, you forfeit the full session fee.If you have already paid, I will refund you the applicable balance. If you haven't yet paid, I will issue you an invoice for the cancellation fee instead of the session fee.
- 6.2. For sessions booked as part of a package, the cancellation fee 100% if you cancel within 2 business days. For the avoidance of doubt, if you cancel at 6pm on Wednesday a session booked for 5pm on Friday, you forfeit the full session fee. This means that you are considered to have had your session and our next meeting will consume the next session as per the package you have purchased. For the avoidance of doubt, if you cancel a session on Monday which is #2 in your package and you have also a session on the coming Friday booked, then the session on Friday remains as #3 as it is considered that the session on Monday consumed its credit even though it did not take place.
- 6.3. You will be offered the opportunity to reschedule any session you cancel. If you do not wish to reschedule, I will refund you in line with Articles 6.1 and 6.3 and Section 7 as relevant.
- 6.4. If you wish to reschedule. I shall then reasonably endeavour to reschedule the appointment for you within the shortest possible time frame considering my other commitments.
- 6.5. Depending on the circumstances which caused you to cancel, I reserve the right to waive the cancellation fee, for instance in the event of a force majeure type of event in your life.

6.6. 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. I will refund you any unused portion of any fees paid in advance as per Section 6.

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

Working with me will only facilitate the achievements of your goals and I cannot guarantee your 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 working 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.

The signature or typed name below confirms that the Client has read and understood the information provided in these TERMS AND CONDITIONS as well as in the COACHING CONTRACT (please ask if not) and that the Client agrees to enter into a business contract with Alexandra Sleator as per the terms outlined in this Agreement.

Signature

Date