

TERMS AND POLICIES

The Coaching Disclaimer and Terms and Conditions outlined below define the relationship between Coach and Client and underpin any services delivered by The Summit Path. Please make sure you read the following carefully. If you have any questions or queries then please feel free to contact us on hello@thesummitpath.co.uk.

COACHING DISCLAIMER

I understand that the coaching services I will be receiving from my Coach 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 coaching is currently an unregulated industry and that my Coach is not “licensed “by any UK body even though the sessions may take place in the UK.

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, he/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, Skype and other technology.

TERMS AND CONDITIONS

1. DESCRIPTION

Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential.

Coaching is a collaborative conversation that aims to help you, the coachee, gain clarity and insights. It is focused purely on your agenda. Coaching helps you discover the right way to progress, and by asking questions, helps you to find the right answers and take actions. Coaching is supportive and non-judgmental. You enter into coaching with the understanding that you are responsible for creating your own results.

2. RESPONSIBILITIES

1. The Coach agrees to maintain the Code of Ethics and standards of behaviour set out by the Association for Coaching (For more information please see 'Resources' section of the website to view the full document).

2. The Client is responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results. As such, the Client agrees that the Coach is not and will not be liable for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

3. The Client understands that coaching is not to be used as a substitute for professional advice by legal, mental, medical or other qualified professionals and will seek independent professional guidance for such matters. If Client is currently under the care of a mental health professional, Coach will recommend that Client inform the mental health care provider and the client may need to have a referral letter from their health care provider.

4. The Client agrees to communicate honestly, be open to feedback and assistance and create the time and energy to participate fully in the program.

3. SERVICES

The coaching schedule will be arranged between the Coach and the Client and can be booked up to 3 months in advance. The Coach 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 Coach will be available to the Client by e-mail and voicemail in between scheduled meetings as defined by the Coach. The Coach may also be available for additional time, per Client's request on a prorated basis as defined by the Coach (for example, reviewing documents, reading or writing reports, engaging in other client related services outside of coaching hours).

The Coach 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 the Coach notifies the client in writing by letter or 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".

Where any client is unhappy with any of the terms and conditions they can contact the Coach 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.

4. SCHEDULE AND FEES

The schedule (including number and frequency of sessions) and the fees due for the Clients coaching sessions will be agreed at the start of coaching between the Coach and the Client, and confirmed by the Coach by email or written correspondence. Where no specific number is agreed sessions will be provided on a session by session basis.

The date that the first coaching session takes place shall be deemed to be the start date for the service.

In return for the fees payable by the Client (or by a third party on their behalf), the Coach agrees to provide the service as described in this agreement and in accordance with the terms and conditions set out in this agreement. The client agrees to pay fees for the service on the terms and conditions set out in this agreement (in situations where a third party pays the fees, the third party counts as an agent acting on behalf of the client).

5. PROCEDURE

The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time. The Coach will initiate all scheduled calls. Please be aware that all calls are recorded for training and quality purposes. If you would like a copy of any conversations for your own records then please feel to make a request in writing to your Coach.

6. BETWEEN SESSIONS

The Coach may 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 may slow the client's progress in gaining improved quality of life or achieving desired business or personal outcomes.

The Client may contact the Coach by phone 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 or support work can also be provided between sessions but there will be an additional charge. The Coach 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.

7. 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 to confidentiality by the Association for Coaching's Code of Ethics, but is not considered a legally confidential relationship (like in Medicine or Law). 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) that the Coach is required by law to disclose.

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

8. CANCELLATION AND LATENESS POLICY

The Client agrees that it is the Client's responsibility to notify the Coach at least 48 hours in advance of the scheduled call/meeting if the client cannot attend the session. If applicable, the Client will be billed for a missed session if the client does not turn up or hasn't rescheduled in accordance to the Cancellation and Lateness Policy defined in this agreement. The Coach will wait for 15 minutes, before the Client is noted as not turning up for the session.

9. PAYMENT TERMS

Fees can be paid online by debit or credit card using our online booking system or over the phone, by bank transfer or in cash. Where receipts are requested by the client, they will be sent by e-mail unless otherwise requested.

Fees are payable in advance at the time of booking and only on receipt of payment in full is a booking confirmed unless otherwise agreed (Business Coaching may allow for payment on receipt of invoice). Where payment has not been received by the Coach in advance of a coaching session the Coach is not obliged to provide the session.

Where payment is required on receipt of invoice rather than in advance, a charge may be levied for late payment.

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.

10. REFUNDS

There are no refunds available on single sessions if cancelled within 48 hours of the session.

There are no refunds available on package bookings or subscriptions, however you are entitled to credit for the amount outstanding in the package or subscription period. Any session(s) in credit will be valid for 6 months from the date of issue.

Any unused sessions can be gifted to a friend or family member presuming the individual is deemed suitable to receive coaching services from The Summit Path.

11. TERMINATION

Either the Client or the Coach may terminate this agreement at any time with 4 weeks written notice.

12. 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 the Coach and the Client and confirmed by the Coach in writing by email or letter.

In other cases, the Coach 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 the Coach.

13. 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.

14. FEEDBACK

Feedback about the service is welcomed and can be given during a coaching session or by writing to: hello@thesummitpath.co.uk.

15. LIMITED LIABILITY

Except as expressly provided in this agreement, the Coach makes no guarantees or warranties, express or implied. In no event will the Coach be liable to the Client for consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this agreement, and the Client's exclusive remedy, will be limited to the amount paid by the Client to the Coach under this agreement for all services rendered up until the termination date.

This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

PRIVACY POLICY

1. DATA PROTECTION

The information you have provided is subject to the **General Data Protection Regulations** . (GDPR)

By agreeing to the terms and conditions of our Privacy Policy at the time of booking, you are consenting to us to processing your personal data, both manually and by electronic means.

Your data will be used for the sole purpose of activities related to supporting the services provided by The Summit Path (incl. direct correspondence between coach and client, booking procedures, session records and news/updates related to the services and activities of The Summit Path) and we will not share your data with any other parties.

If at any time, should you wish to withdraw consent, for us to processing your personal data or sensitive data, please contact David Buckley, Founder of The Summit Path on:

hello@thesummitpath.co.uk.

Or in writing at:

David Buckley, Barnfield House, The Street, Luckington, Wiltshire, SN14 6NP.

You may be assured that we will treat all personal data and sensitive personal data confidentially and securely and will not process it other than for a legitimate purpose associated with the service we will provide you. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary.

Measures will be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data that is held by us.

You will not be charged for us supplying you with such data, however we do reserve the right to apply a 'reasonable' fee where requests are deemed excessive.

We will respond to your request as soon as possible and within the maximum time frame of 1 month. Where it is deemed excessive this may take longer and you will be notified with a time frame.

2. DATA PROCESSING

6 Principles of GDPR:

- Your data will be lawfully and fairly processed in a transparent manner.
- Your data is collected on the grounds of clear, transparent and legitimate reasons.
- We will only ask for your data when necessary, explain when and with whom your data will be shared.
- Your data will be accurate, kept up to date and erased, without delay, should your data no longer be required for the reason for which it was originally processed.
- Your data will be retained for as long as necessary.
- Your data will be kept secure at all times.

An additional principle sets out the Accountability, where we shall be responsible for and demonstrate compliance according to General Data Protection regulations.

3. YOUR RIGHTS

The points below are clear rights you have under the data protection (GDPR). Please ask us for more information and explanation of each, should you wish to;

- The right to be informed
- The right of access
- The right to rectification
- The right to erasure
- The right to restrict processing
- The right to data portability
- The right to object
- Rights to automated decision and profiling

4. RAISING A CONCERN

If in the instance you believe your data has been wrongfully processed or not kept secure you have the right to raise a complaint with the 'Information Commissioner's Office' (ICO).