

Terms & Conditions

Sessions – A session may be carried out over the telephone or in person at mutually agreed place and times during the Period.

Duration of Sessions – A session will take place each week for approximately 1 hour per month throughout the Period or at such other times as is agreed during the Period. You must be on time for all Sessions, whether these take place using the telephone or in person.

Session Times – Only you can change times for Coaching Sessions. You must give me no less than 24 hours notice. If you cancel more than three Sessions during the period then I may terminate this Agreement on notice to you (and the provisions below relating to termination shall apply) A Coaching Session may be deemed to have taken place if less than 24 hour's notice is given. If I cancel a Session then the Session will be rescheduled at an agreed time.

Engagement of Coach – I shall arrange to provide the Coaching to you during the Period at mutually agreed times and places. I shall use my best endeavours to make myself available for the entire period. I may in my discretion arrange for a suitable duly qualified coach to replace me for all or any of the Sessions if I am unavailable for all or part of the Period, and such coach shall thereafter be deemed to be me for the purposes of this agreement.

Training of Coach – I warrant that I am trained by Full Circle Development Consultancy as an Accredited Coach of the International Coaching Federation and am capable of performing the Coaching activities.

Payment for Coach – Payment for the Coaching shall be by way of cash or cheque at the end of each session or by direct payment into my Bank account in advance of the session

Coaching Methods – You acknowledge that the Coaching Sessions may be personally, emotionally and physically challenging and that there may be occasions on which you will feel emotional challenges – including frustration, annoyance or stress. You must make all efforts and schedule all Sessions at such times to ensure your peak physical, mental, and emotional state and condition necessary for the conduct of the Session and shall (if necessary) take all steps to cancel any Session in the event that you are not well enough to continue. You will not hold me liable for any loss or cost incurred by you (or any person related to you) in the event of mental, physical, emotional stress or distress (or any other ailment or condition) caused either directly or indirectly in relation to the Coaching Sessions. You shall indemnify me in the event of any such claim.

No Warranties Given – I make no representation or warranty to you that any of the Coaching methods or the Sessions will work for your particular circumstances. You will not hold me responsible for the failure (in whole or part) to achieve any of your goals.

Intellectual Property Rights – You have no right to use or reproduce any of the processes, techniques, presentations, methodologies, precedents and materials used by me in the Coaching activities ("Materials"). You must not at any time use or reproduce the Materials in any manner, shape or form (except for your own personal use) and shall ensure that none of your servants, agents or any related bodies or corporate contacts use or reproduce the Materials in any manner, shape or form.

You shall indemnify and keep me indemnified in respect of any loss or damage caused or sustained by me in the event of your breach of this paragraph.

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Confidential Material – As part of the Coaching I may need to obtain your personal details or confidential material relating to you personally. I shall use reasonable endeavours to ensure that such material shall not be disclosed to any third party without your consent.

Coach is Independent Contractor – You acknowledge that I have been engaged by you solely as an independent contractor. I act at all times as an independent contractor and have no authority to bind or represent any other party in any way. You shall not hold any party liable for any act matter or thing done or to be done by me in the course of the Coaching or the Sessions.

Termination of Agreement – I may terminate this Agreement before the end of the Period on written notice to you if:

- i) you fail to perform or observe any of the terms of this Agreement and fail to remedy such breach within 5 working days of a notice from me to remedy that failure;
- ii) you fail to perform any term of this Agreement, which is incapable of remedy;
- iii) an insolvency event occurs in relation by you (for instance, you become bankrupt or some arrangement or court order is made or proposed in relation to all or any of your assets); or
- iv) any cheque is drawn or endorsed by you or the purposes of this Agreement has been dishonoured and you fail to honour such cheque within 5 working days of a notice from me to honour the said cheque.

You may terminate this Agreement if the matters raised in paragraphs (i) and (ii) are applicable to me. Either I or you may terminate the Agreement by agreement.

Procedure on Termination – If the agreement is validly terminated prior to the end of the Period then you must immediately pay me the balance (if any) of the fee for the unexpired period of Coaching, together with any other monies owed by you under this agreement. Upon termination I shall immediately cease to be liable to you in respect of the Coaching and the Sessions.

Interest for late Payment of monies – If you fail to pay the amounts owing under procedure on termination then you shall in addition pay me interest at a rate of 10% per annum on all monies outstanding, calculated on and from the date on which monies were due to me. Such monies together with interest owing shall be a debt due from you to me.