

Terms & Conditions – Full Colour Coaching Services

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

Duration of Sessions – Each Session will last approximately 1 hour and will take place every 1 to 5 weeks throughout the Coaching Period or at such other times as is agreed during the Period. Workshops may last 30 minutes up to half day or full day training. You must be on time for all Sessions, whether these take place using the telephone, internet or in person.

Session Times – Only you can change times for 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 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/Practitioner/Trainer

I shall arrange to provide the Sessions 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/practitioner to replace me for all or any of the Sessions if I am unavailable for all or part of the Period, and such coach/practitioner shall thereafter be deemed to be me for the purposes of this agreement.

Training of Coach/Practitioner/Trainer – I warrant that I currently being trained as an ICF approved coach through my Full Circle Global training and am capable of performing the Coaching activities. I have training in NLP and Hypnotherapy through Ali Campbell Training. I am a trained Positive Educator within Positive Education through the Flourishing Centre. I am a qualified Positive Psychology Practitioner.

Payment for Services – Payment for the Services shall be by bank transfer only unless otherwise agreed.

Coaching/NLP/Hypnotherapy/Positive Psychology Methods

– You acknowledge that the 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 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 methods or the Sessions will work for your particular circumstances. You will not hold me responsible for the failure (in part or whole) to achieve any of your goals/outcomes.

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/NLP/Hypnotherapy/Positive Psychology 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 Services I offer, 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/Practitioner/Trainer 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 Sessions or Services delivered.

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 payment has been dishonoured and you fail to honour such payment within 5 working days of a notice from me to honour the said payment.

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 Sessions/Services, 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 Sessions/Services.

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.

Data Protection

Full Colour Coaching fully complies with the Data Protection Agency.

I hereby agree to the above terms and conditions.

Client Name (Block Capitals)

Client Signature

Date

Coach Name (Block Capitals)

Coach Signature

Date