

## TERMS & CONDITIONS

### Terms and Conditions for coaching by Spark Succeed Coaching & Consulting Ltd

*This is the text of one of our standard service contracts, for your reference. A bespoke contract will be issued for each client. This is provided purely for information and guidance, not for downloading and use.*

*Coaching, Consultancy, Mentoring and Facilitation services are all available on request. Please get in touch for an up to date copy of the relevant terms and conditions – [info@sparksucceed.co.uk](mailto:info@sparksucceed.co.uk) or tel 07458 301182*

### Standard Service Contract: Coaching Terms and Conditions (Example only)

Client: ..... (hereafter the **Client**)

Address:

Coachee:

These terms and conditions apply to all coaching provided by Spark Succeed Coaching & Consulting Ltd (Registered Company no. 12434937) of 3a Barfield Road, Bromley, BR1 2HR (hereafter **SSCC**) and includes any named associates agreed at the time of contract.

#### 1. Definitions

**Coaching:** covers personal coaching, corporate coaching at all levels, corporate facilitation, any workshop facilitation for groups, and where applicable includes mentoring or leadership development services.

**Fees:** means the fees as described in Schedule 1.

**Services:** means the services as described in Schedule 1.

**Coachee:** means the individual client, officers, directors, internal members and internal partners or employees of the Client and any other person who has been previously approved in writing by the Client whom utilises the Services.

#### 2. Services:

- SSCC shall provide the Services to the Client/Coachee as detailed in Schedule 1.
- The Services shall be provided either in person at an agreed location, coachee's offices or via a video call utilising Skype/Zoom.
- Face-to-face sessions shall either be conducted in the Client's place of work, if appropriately discreet meeting space is available, or at a mutual agreed appropriate location.
- For individual coaching, a 20 minute initial consultation (Free of charge, usually by phone) is followed with individually purchased or a block package of sessions defined in Schedule 1.
- Following initial 20-min consultation (Free of charge), Each session will last for up to 60 minutes.

- The date that the first session takes place shall be deemed to be the start date for the Services, and will be shown in Schedule 1.
  - Participation by any individual in the first session constitutes acceptance by the Client of these terms and conditions.
  - SSCC is responsible for ensuring availability for each session at the times agreed.
  - The Client shall be responsible for ensuring the Coachee complies with all applicable obligations and specifically those under Clause 11.
3. Initial Number of Sessions
- SSCC will agree this with the Client and shall confirm this to the Client in writing (including email). Where no specific number is agreed, sessions will be provided on a session by session basis as agreed.
4. Dates and Times of Sessions
- The date and time of the first session and any subsequent session will be agreed between SSCC and the Client by text (SMS) message or email and confirmed by SSCC by email.
5. Length of Sessions
- Sessions will vary in length, depending upon whether they are individual or team sessions, whether they are executive or staff, whether they are corporate or private. It is anticipated, however, that individuals' sessions (excluding intake sessions) will last no longer than 60 minutes.
6. Changing Sessions
- If the Client needs to rearrange a session at least 48 hours' notice should be provided. No refunds will be given for sessions not taken up unless 48 hours' notice has been given.
  - In exceptional circumstances SSCC may need to rearrange a session and the Client will be given 48 hours' notice where practical. In the event that SSCC is unable to provide notice any missed sessions will be rescheduled within the timeframe of the contract.
  - Where sessions have been paid for in advance they must be taken within 6 months of the Fee being paid. No refunds will be made for sessions not taken within the 6 months. With the exception of the 6-12 month package, which must be taken within 18 months of fee being paid and no refunds will be made for sessions not taken within the 18 months.
7. Fees
- Fees shall be agreed with the Client prior to the start of the coaching relationship and will be confirmed by SSCC in writing (including email) to the Client. The amount payable shall be determined by the number of sessions agreed with the Client.
  - VAT will be payable upon all Fees unless otherwise specified, although not until registered.
8. Payment of Fees
- For corporate Clients Fees are payable within 14 days of the date of invoice by bank transfer. Payment will be receipted on request only, by email. Where invoices remain

unpaid, SSCC is not obliged to continue providing sessions until such time as payment is received and interest may be charged on late payment of invoices.

- Interest shall be charged at 5% over the Bank of England Base Rate.
- For private clients Fees are payable in advance (and within 14 days of the date of the invoice) by bank transfer. Where payment has not been received by SSCC in advance of a private coaching session, SSCC is not obliged to provide the session.

#### 9. Nature of Sessions

- Coaching will assist the Coachee to make the changes they wish to see in their life, through the choice and deployment of searching questions by SSCC.
- Coaching is in no way to be construed as directive advice, mentoring, psychological counselling or any type of therapy.
- Coaching may address overall goals, specific projects, or general conditions in the Coachee's life or profession, as identified by the Coachee.
- Coaching services may include setting priorities, establishing goals, identifying resources, brainstorming, creating action plans, asking clarifying and challenging questions, and providing models, examples and in-the-moment skills training.
- Throughout the coaching relationship, SSCC will engage in direct and personal conversations with the Coachee, which will include asking explicit questions and making requests. The purpose of these interactions is to remind the Coachee of their own intentions and help to realise them.
- Coaching results are not guaranteed.
- The Client and Coachee enter into the coaching with the full understanding that only the Coachee is responsible for creating their own results.
- The coaching may involve questions which elicit responses which are personal and intimate to the Coachee. At no time does this imply or mean that the coaching relationship is a friendship. Professional boundaries will be maintained at all times, and asserted if required.

#### 10. "Homework" and Other Tasks Between Sessions

- SSCC may assign the Coachee tasks or exercises to complete between sessions. Although there is no obligation on the client to complete these tasks or exercises, not doing so may slow the Coachee's progress in gaining improved quality of life or achieving desired business or personal outcomes.
- Where possible, Coachees are requested to submit any information requested by SSCC relating to assignments at least 48 hours before the session at which they are to be discussed. SSCC will incorporate feedback on completed assignments into the sessions.
- Where SSCC has provided exercises to a group, for completion prior to a facilitated workshop or event, those exercises should be completed and the results brought to the workshop or event as confirmed by SSCC in email.

- The Coachee may contact SSCC by Whatsapp, text (SMS) message or e-mail between sessions to seek clarification regarding anything arising from a session or for administrative purposes (e.g. where a client needs to rearrange a session or make a payment).
- Additional coaching can be provided between sessions but an additional Fee will be payable. SSCC will always advise a Client in advance if the nature of a Client's contact is likely to incur an additional Fee and will be agreed in advance. SSCC reserves the right to withhold coaching in-between agreed sessions, should the frequency exceed that which was originally agreed and/or payment of Fees is outstanding.

#### 11. Coachee Obligations

- Unless otherwise agreed, the Coachee is responsible for telephoning SSCC at the time agreed for telephone sessions. For Zoom / Skype sessions – login details will be provided to Coachee before the session – it is Coachee's responsibility to ensure the correct software is loaded onto their laptop / phone ahead of the session to ensure the session can go ahead at scheduled time.
- It is the Coachee's responsibility to take action, in and in-between sessions, to ensure that they maintain their progress. SSCC will seek to enable the Coachee to improve their quality of life or level of business success and to achieve their desired outcomes. Remarkable results can be achieved where Coachees follow a clear plan in a committed way. However, the Coachee has sole responsibility for taking important decisions in their life or business.
- If the Coachee is likely to be up to 15 minutes late for a session, the Coachee must inform SSCC as soon as possible. The length of the session will be reduced by the amount of time the Coachee is late for the session.

#### 12. Early Termination

- In exceptional circumstances, (such as illness, inappropriate behaviour by the Coachee, actual or potential conflict of interest), SSCC may terminate the Service with immediate effect or where practicable on reasonable notice. Any Fees paid in advance will be refunded for any sessions which have not taken place. SSCC shall not incur any further liability for early termination.

#### 13. Confidentiality

- Personal and/or or business information supplied by the Coachee in sessions will be treated as confidential. It will not be disclosed to a third party without the Coachee's prior permission, save where required by law or where action might be necessary to prevent harm to the Client or to another person.

#### 14. Liability

- SSCC shall not be liable for any loss suffered by the Client/Coachee, whether financial or otherwise, or for any failure (actual or perceived) by the Coachee, whether justified or

otherwise, to achieve a material improvement in quality of life or business or to achieve their desired outcomes or goals.

- SSCC's liability shall not exceed the total amount of Fees paid by the Client over the previous 12 months.
- The Client shall fully indemnify and hold SSCC harmless from any claim, losses, damages, liability, costs (including legal and other professional fees) and expenses incurred arising out of a third party claim against SSCC in respect of an infringement of any third party's intellectual property rights arising from the use of any Coaching materials which is not in line with this agreement.

#### 15. Variation

- 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 SSCC and the client and confirmed by SSCC in writing by email or letter.
- In other cases, SSCC may change any of these terms or conditions including the 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 confirmed receipt by SSCC.

#### 16. Waiver

- No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

#### 17. Force Majeure

- Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, windstorm or other event beyond the reasonable control of either party.

#### 18. Miscellaneous

- SSCC maintains professional indemnity insurance and public liability insurance for which a copy of the insurance cover documentation is available for consultation at SSCC's registered office.

- All coaching materials provided by SSCC are covered by copyright and SSCC's rights are asserted in this regard.

19. 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.

20. Entire Agreement

- These terms and conditions contained herewith sets out the entire agreement between the parties and supersedes all prior agreements and understandings relating to its subject matter.

21. Third Party Rights

22. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Company and the Client shall have any rights under it.

The Client has read, understood and agrees to the above Terms and Conditions.

For and on behalf of the Client: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule 1**

Services:

- Private Coaching – This involves the use of strategic questioning, neuro-linguistic programming, programme management approaches & action planning to enhance the performance of an individual in their professional or personal life. This coaching is applicable for career development, life changes and life planning, for example.
- Corporate Coaching – This involves the use of strategic questioning, neuro-linguistic programming, programme management approaches & action planning to enhance the performance of an individual or team. This coaching is available for employees of any organisation at any level. This coaching will be tailored to the individual or team's specific requirements and context. This coaching will focus on enhancing wellbeing, resilience and performance in the workplace. This may be delivered in Clients' workplaces or at an agreed location.

A free initial 20 minute consultation (usually by phone) is provided.

Following this, each coaching programme (package length to be negotiated) and will include X number of sessions that will each last for up to 60 minutes.

Services commencement:

The Services shall begin on [DATE]

Fees:

There will be no fee for the initial 20 minute consultation for Services as listed above

The separate sessions will be billed at **£xxx** per session.

OR

Coaching package will be billed at **£xxx** per package (X-X month package).

The fee covers the sessions and brief 'check-ins' with the coach via short email, Whatsapp or text message (SMS) between sessions, for queries and for sharing successes.

VAT will be payable at 20%, although not until registered.

Total fee per session: **£XXX**

Payment: Via BACS, against invoice; payment details will be provided on the invoice.

Frequency: [As required by each Client, and confirmed here]