

Margaretha Montagu Coaching Terms & Conditions

These terms & conditions go hand-in-hand and form part of your **Coaching Contract**. Please make sure that you read them thoroughly and understand fully the nature and scope of our coaching relationship.

DISCLAIMER: Coaching takes place through a strategic relationship – **Client & Coach** – in which through a thought-provoking and creative process the **Client** may be inspired to maximise personal and professional potential. The **Client** will be assisted in designing and developing their strategy that the **Client** will then be responsible to execute and carry out.

1) Coach-Client Relationship

1. The relationship between **Coach** and **Client** is that of principal and independent contractor. The **Coaching Contract** does not make either party a joint venture, partner, employee or agent of the other.
2. **The Coach** agrees to maintain the ethics and best practice standards of the generally accepted industry practice and standards.
3. **The Client** is solely responsible for creating and implementing his/her physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the **Coach**. As such, the **Client** agrees that the **Coach** is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the **Coach**. The **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.
4. **Client** further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.
5. **Client** acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The **Client** agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the **Client's**.
6. **Client** acknowledges that coaching does not involve the diagnosis or treatment of mental disorders and that coaching is not to be used as a substitute for counselling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the **Client's** exclusive responsibility to seek such independent professional guidance as needed. If the **Client** is currently under the care of a mental health professional, it is recommended that the **Client** promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the **Client** and the **Coach**.
7. The **Client** understands that in order to enhance the coaching relationship, the **Client** agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program. Where possible, the **Client** should ensure that there is as little background noise/distraction, so that they can get the most from each coaching call and be heard easily by the **Coach**.

8. The **Client** should expect that they will have weekly commitments, reflective exercises or tools to incorporate into their lifestyle, and has set aside the necessary time to be able to fully commit to the process, not merely the time for the call each week.
9. Results of the services vary from person to person. For this reason, performance, progress and success are reliant on the **Client** meeting their own commitments. The **Coach** cannot and does not guarantee any particular or any results and the **Client** is solely responsible for their progress. If any time during the services the **Client** feels their progress is not as expected, it is the responsibility of the **Client** to advise the **Coach** immediately of any concerns in order to give the **Coach** an opportunity to address and assist. The **Coach** will use any and all reasonable efforts to solve these concerns. Nonetheless, the **Coach** does not guarantee or warrant any increase or altered progress or performance.

2) Services

The parties agree to engage in the **Coaching Program** agreed upon in the **Coaching Contract**.

The **Coach** will be available to **Client** by e-mail, WhatsApp, Skype and Facebook Messenger during sessions.

Unless otherwise negotiated with **Coach**, **Coach** is not available to review documents, read or write reports, or engage in other client-related services outside of coaching hours.

3) Payment and Fees

This Coaching Contract is valid as of the **Effective Date** stated in the **Coaching Contract**. The fees are stated in the **Coaching Contract** and **payable in advance** unless otherwise agreed. The calls will be for the length of time agreed upon in the **Coaching Contract**.

REFUND POLICY: I do not offer refunds on coaching services. I will consider postponing sessions or part of the coaching package, should you suffer a family emergency (critical injury or death of a significant other/child). This decision is at my discretion.

Should I, the **Coach**, have a family emergency; the **Client** will have the option of either:

- Rescheduling of the remaining coaching sessions; or
- A pro-rated refund of the fees based on the number of coaching sessions that the **Client** has received to date.

4) Appointments

Rescheduling: Change, depending on availability, will be allowed up to 72-hours before any appointment by e-mail. However, if you want to change an appointment less than 72-hours and more than 24-hours before any appointment, you should confirm the change with me by leaving a text/message on my mobile. If you cancel with less than 24-hours' notice or are a no-show for the session, your coaching session is forfeited.

Late arrival: any delay or late attendance to any scheduled sessions by the **Client** will finish at the nominated and agreed original time. Sessions will finish on time at the originally scheduled time unless otherwise agreed by the **Client** and **Coach**.

5) 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 by the principles of confidentiality and laws

applicable to the **Coach** and **Client**. However, please be aware that the Coach-Client relationship is not considered a legally privileged relationship (unlike the legal profession or medical profession) and thus communications are not subject to the protection of any legally recognized privilege. The **Coach** agrees not to disclose any information pertaining to the **Client** without the **Client's** 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) the **Coach** is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the **Coach** and as a result of such disclosure the **Coach** reasonably believes there to be an imminent or likely risk of danger or harm to the **Client** or others; and (g) involves illegal activity. The **Client** also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the **Coach** in a timely manner.

Client acknowledges and accepts that according to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes, with no reference being made to the personal description, name or identifying details of the **Client**.

Furthermore, the **Client** acknowledges and accepts that they will keep the **Coach's** privacy, information and program documentation private and confidential. Any information and documentation disclosed by the **Coach** to the **Client** is confidential, proprietary, and belongs exclusively to the **Coach**. The **Coach's** program is copyrighted and original materials provided to **Client** are for the **Client's** individual use only and a single-user license. The **Client** is not authorized to use any of **Coach's** intellectual property for **Client's** business purposes. Any and all intellectual property, including **Coach's** program and/or materials, shall remain the sole property of the **Coach**. These **Terms & Conditions** and the **Coaching Contract** gives no license to the **Client** to sell or distribute **Coach's** material in any way.

If a dispute arises, both parties agree that confidentiality is paramount to the reputation of both **Client** and **Coach**. At no time will any communications or discussions be made public. This includes, but is not limited to social media, websites or another party. Any public discussion or comments about either party are considered defamatory, negative or otherwise damaging and will be subject to compensation in any mediation or litigation claim.

If a dispute arising out of the Coaching Contract that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after the notice is given.

6) Record Retention

The **Client** acknowledges that the **Coach** may make written notes during the coaching session, and additionally will send to the **Client** emails or messages via online mediums. The **Coach** may or may not delete or retain these messages in electronic format, as well as keeping the notes in the **Client** file until the relationship has terminated.

The **Client** furthermore understands that the financial transaction records will be kept in accordance with the tax and income reporting rules applicable to the **Coach**, for the purpose of accounting

purposes. Such records will be maintained by the **Coach** in a format of the **Coach's** choice (print or digital/electronic) for the time period deemed appropriate by the **Coach's** accountant or tax advisers.

7) Termination

Note that the **Coaching Contract** will automatically terminate upon completion, notwithstanding that the **Confidentiality** and duty of Non-Disclosure mentioned in these **Terms & Conditions** shall **survive** and **continue** in force and effect for the period of time allowed by applicable law.

Either the **Client** or the **Coach** may terminate the **Coaching Contract** at any time with two-weeks notice (by email).

Client agrees, in the event of termination of the **Coaching Contract**, that the Coaching Fees are non-refundable as already set forth in these **Terms & Conditions** and as mentioned in the **Coaching Contract**.

The **Coaching Contract** may be terminated with cause by the **Coach**, at their sole discretion, should the **Client** become disruptive to **Coach**, fail to follow the guidelines provided by the **Coach**, be difficult to work with, consistently fail to complete the agreed-upon work between coaching sessions, or the **Coach** believe that the working relationship has broken down, including a loss of confidence and trust, which has the effect of compromising the **Coach's** ability to perform the services under the **Coaching Contract**.

8) Limited Liability & Indemnification

Except as expressly provided in these **Terms & Conditions**, the **Coach** makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the **Coach** be liable to the **Client** for any indirect, consequential or special damages. Notwithstanding any damages that the **Client** may incur, the **Coach's** entire liability under these **Terms & Conditions** and the **Coaching Contract**, and the **Client's** exclusive remedy shall be limited to the amount actually paid by the **Client** to the **Coach** under the respective **Coaching Contract** for all coaching services rendered through and including the termination date.

The **Coach** is not a therapist, public relations or business manager, registered dietician, financial analyst or adviser or accountant. *While the **Coach** is a medical doctor licensed to practice in the UK, in no way will the **Coach** offer any medical services or advice to the **Client**, to be covered by the **Coaching Contract**, and the Client-Coach relationship shall in no way be construed to be for medical services or advice of any nature or kind.* Any decision about the **Client's** treatment and management of any condition should be made with the relevant healthcare professional, and the **Client** agrees and acknowledges that any reliance on any information, discussion or recommendation is done at their own risk.

Therefore, the **Client** understands that the **Coach** has not promised, shall not provide and will not:

1. Procure or attempt to procure employment, business or sales for **Client**;
2. Perform any business management functions, including, but not limited to account, tax or investment consulting or advice of any nature thereto;

3. Act as a therapist, providing psychoanalysis, psychological counselling or behavioural therapy;
4. Act as a public relations manager of any kind;
5. Act as a publicist in any way;
6. Introduce **Client** to any of **Coach's** network of contacts, partners or business partners.

Client fully understands that a relationship and/or partnership does not exist between the parties upon the conclusion of the **Coaching Contract**, and that in no shape or form does the **Coaching Contract** create any type of partnership or agreement between the parties other than what is specifically covered therein.

9) **Terms & Conditions and Coaching Contract – form a single document**

These Terms & Conditions shall be construed as forming an integral part of the **Coaching Contract** between the **Coach** and the **Client**, reflecting the complete understanding of the parties with respect to the subject matter. The **Coaching Contract**, read together with these **Terms & Conditions**, supersedes all prior written and oral representations. The **Coaching Contract** may not be amended, altered or supplemented except in writing signed by both the **Coach** and the **Client**.

10) **Severability**

If any provision of the **Coaching Contract** and these **Terms & Conditions** shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of the **Coaching Contract** and these **Terms & Conditions** is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11) **Waiver**

The failure of either party to enforce any provision of the **Coaching Contract** and these **Terms & Conditions** shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the **Coaching Contract** and these **Terms & Conditions**.

12) **Applicable Law**

The **Coaching Contract** and these **Terms & Conditions** shall be governed and construed in accordance with the laws of France, without giving effect to any Conflicts of Laws provisions.

13) **Binding Effect**

The **Coaching Contract** and these **Terms & Conditions** shall be binding upon the parties hereto and their respective successors and permissible assigns.