

## Coaching Terms and Conditions

This Agreement is entered into by and between a specific member of Acorn to Oak Education's coaching team, the "Coach" and the client, "Client", in order to work with the client to help the Client meet their goals in a manner that works best for the Client based upon their individual circumstances, resources and profile.

### What is Coaching?

Coaching is an equal partnership (defined as a working alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to achieve their goals and meet their potential.

It is designed to facilitate the creation/development of personal, professional and/or business goals and to help the Client to develop and carry out a strategy/plan for achieving those goals.

### 1. Coach-Client Relationship

**A.** The Coach agrees to maintain the ethics and standards of behaviour established by the International Coach Federation "(ICF)" ([Coachfederation.org/ethics](http://Coachfederation.org/ethics)). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behaviour.

**B.** The Client is solely responsible for creating and implementing his/her own 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 is not designed to prevent, cure, or treat any psychological disorder or medical disease.

**C.** The Client further acknowledges that he/she may terminate or discontinue the coaching relationship.

**D.** The 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 responsibility.

**E.** The Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association

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.

**F.** 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.

## 2. Services

Acorn to Oak Education Limited is a company registered in England and Wales under number 11451306 with a registered address of 9 Seagrave Road, London, SW6 7JX.

The office phone number is 020 7193 8407 and the main team email is [team@acorntoakeducation.org](mailto:team@acorntoakeducation.org).

Bookings can be made via [www.acorntoakeducation.org/coaching](http://www.acorntoakeducation.org/coaching).

Pricing and block booking pricing are described at [www.acorntoakeducation.org/coaching](http://www.acorntoakeducation.org/coaching). All sessions are required to be paid for ahead of the session and blocks of at least 4 session attract lower pricing as set out on our website.

## 3. Schedule and Fees

The initial meeting is scheduled for 30 minutes and is free.

Each session lasts 45 minutes unless a longer session time is agreed with the Coach.

A refund of the full session fee or unused session blocks can be obtained provided that at least 48 hours' notice is given subject to an administration fee of £10.

If payment is not made prior to a coaching session we will call the client to arrange payment. We request that payment in full is made at least 48 hours prior to the appointment.

## 4. Procedure

The time of the coaching meetings and/or online location will be determined by Coach and Client based on a mutually agreed upon time. Sessions usually take place via Microsoft Teams or Zoom.

## 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 set forth in the ICF Code of Ethics.

However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) 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 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) the Coach is required by statute, lawfully issued 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.

## 6. Release of Information

The Coach engages in training and continuing education such as to pursue and/or gain ICF (International Coach Federation) or Association for Coaching Credentials. That process requires the names and contact information of all Clients for possible verification by ICF. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with ICF staff members. No information about the content of coaching would be provided.

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. This sharing will not include names or any identifying information.

## 7. Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach 12 hours in advance of the scheduled calls/meetings. The Coach reserves the right to bill Client for a missed meeting. The Coach will attempt in good faith to reschedule the missed meeting.

## 8. Record Retention Policy

Information regarding Clients is subject to Acorn to Oak Education's data policy "Your Information". Aside from essential Client contact information minimal client records are kept and any notes of sessions will not include the client's name.

## 9. Termination

Either the Client or the Coach may terminate this Agreement at any time with from the Coach 4 weeks of notice. The Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

## 10. Limited Liability

Except as expressly provided in this Agreement, 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 this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

## 11. Entire Agreement

This document reflects the entire agreement between the Coach and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

## 12. Dispute Resolution

If a dispute arises out of this Agreement 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 notice given.

In the unlikely event that the dispute is not so resolved, the complaint should be raised with the Director of Acorn to Oak Education, Silja Turville (silja.turville@acorntoakeducation.org) or Acorn to Oak Education will request an outside coaching professional to help resolve the Complaint.

### **13. Severability**

If any provision of this Agreement 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 this Agreement 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.

### **14. Waiver**

The failure of either party to enforce any provision of this Agreement 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 this Agreement.

### **15. Applicable Law**

This Agreement shall be governed and construed in accordance with the laws of England and Wales.

### **16. Binding Effect**

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

Unless concerns or questions regarding these terms and conditions have been raised with [team@acorntoakeducation.org](mailto:team@acorntoakeducation.org) in writing, payment of fees to Acorn to Oak Education Limited will be taken as agreement to the coaching terms and conditions. These terms and conditions will also be explained to the Client upon commencement of coaching services.