#### Terms and Conditions

# Understanding

I. The terms and conditions below apply to all coaching services provided by Dr. Alexandra Domelle ("the Coach") to any individual ("the Client") and constitute the contract for the service provided. The term 'coaching' as here used covers life coaching, personal coaching, and executive coaching for clients.

II. Coaching is not psychological counselling or any type of therapy, and should not be construed as such.

III. In return for the fees payable by the Client (or by a third party on their behalf), the Coach agrees to provide the service in accordance with the terms and conditions set out below. The Client agrees to pay fees for the service on the terms and conditions set out below (in situations where a third party pays the fees, the third party counts as an agent acting on behalf of the Client).

IV. The date that the first coaching session takes place shall be deemed to be the start date for the service. Participation by any individual in the first coaching session constitutes acceptance of these terms and conditions. The Client will be required to sign a Coaching Agreement with the Coach before the commencement of coaching.

# Responsibility and commitment

I. The Coach will seek to enable the Client to set and achieve goals that will help to bring about desired outcomes for the Client. The Client has sole responsibility for any decisions they may make following coaching with the Coach. The Coach accepts no liability for the Client's actions. The Coach has no liability for any loss incurred by any Client, whether financial or otherwise, following commencement of coaching sessions, or for any perceived failure by the Client, whether justified or otherwise, to achieve a material improvement in quality of life or to achieve their desired outcomes or goals.

# Confidentiality

I. Personal information or business information supplied to the Coach by the Client in coaching sessions will be treated as confidential and is bound to confidentiality by The Mindful Moment Code of Ethics but is not considered a legally confidential relationship (like in Medicine or Law). It will not be disclosed to a third party without the Client's prior permission, save where required by Law.

II. The Coach and the Client will be required to sign a Coaching Agreement, which includes a confidentiality clause at commencement of coaching. The Coach will respect the Client's privacy and seek written permission before disclosing he/she is a Client.

III. The Coach requires that the Client provide an emergency contact name and telephone number, to be used only in the event of an emergency, such as sudden illness or accident during the sessions.

IV. 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) that the Coach is required by law to disclose.

# Clarity and style

- I. The Coach will discuss with the Client their preferred style of coaching. The Client has the right to talk openly and candidly with the Coach, and the Client is encouraged to discuss any concerns they have with the Coach on any area of the coaching process. The Coach welcomes openness and honesty.
- II. Feedback about the service is welcomed and can be given during a coaching session or by writing to the Coach via email: contact at alexandradomelle dot com
- III. The Coach is continually striving to ensure the standard of service she provides to her clients remains outstanding. At the end of the coaching sessions, the Client will be asked to complete a feedback form.

### Coaching procedure

- I. The coaching schedule will be arranged between the Coach and the Client, with the date and time for the first session booked online and the remaining sessions agreed via email or the Skype<sup>TM</sup> sessions.
- II. The number of coaching sessions will depend on the coaching package purchased by the Client and paid for in full before commencement of the first session.
- III. The length of each session will be 60 minutes.
- IV. Coaching will take place via audio Skype™ (Coach calls Client).
- V. The Coach may assign the Client tasks or exercises to complete between coaching sessions. There is no obligation on the Client to complete these tasks, but not doing so may slow the Client's progress in gaining improved quality of life or achieving desired business or personal outcomes. Where possible, the Client is requested to submit any information requested by the Coach relating to assignments at least 24 hours before the coaching session when they are to be discussed. The Coach will provide feedback on completed assignments during coaching sessions.

VI. The Client may contact the Coach by email between sessions to share a success or seek clarification on a coaching issue. The Coach sees the support between sessions as a necessary part of the coaching process. The email contacts between sessions shall be complimentary, until they exceed 4 contacts or 2 hours of Coach time per month, after which they will be billed at the hourly coaching rate. The Coach will advise the Client when 3 contacts occurred or 30 minutes of complimentary Coach time is remaining. No charges will be imposed without the Client's agreement.

VII. The Coach may also be available for additional time, per the Client's request on a basis rate of \$500 USD for an hour (for example, reviewing documents, reading or writing reports, engaging in other client related services outside of the scheduled coaching hours). Accepting such requests will be at the discretion of the Coach.

### Cancellation and rearranging sessions

I. If the Client needs to rearrange a coaching session, they should provide at least 48 hours' notice. No refunds will be given to clients for unused coaching sessions. In exceptional circumstances the Coach may need to rearrange a coaching session; in these circumstances the Coach will use reasonable endeavours to provide a mutually satisfactory alternative appointment to the Client.

II. The Client must have the coaching session(s) that they have paid for within 6 months of the payment, or their fee is forfeited.

III. The Coach or Client may terminate their Coaching Agreement at any time with 1 week (7 days) written notice. Refunds on payments made against future sessions will be at the discretion of the Coach.

IV. In exceptional circumstances, such as illness or unavailability due to bereavement or other commitments, inappropriate behaviour by the Client, actual or potential conflict of interest, or other reasons, the Coach can decide to terminate the service to the Client early or refuse or be unable to provide further coaching sessions to the Client. In such a circumstance the Client will be given reasonable notice of termination by the Coach where practicable, and will be refunded any advance payments made for coaching sessions not yet provided.

V. There may be occasions when the Coach may recommend to the Client that they seek an alternative service more suited to their current needs. In this event the Coach will fully discuss the reasons for the recommendation with the Client. It is the Client's sole responsibility to decide whether to follow the recommendation and the Coach does not accept any liability for the outcome of any decisions the Client chooses to make.