

## **SEBASTIAN ATTEWELL/ ELITE SELF MASTERY TERMS AND CONDITIONS**

Terms and conditions for engagement with and services provided by Sebastian Fraser-Attewell or Elite Self Mastery (the Coach) and the Client or Clients (the Client) for Coaching and/or Mentoring Services.

**Description of Coaching:** Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the Client to maximise personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

### **1) Coach-Client Relationship**

**A.** We agree to maintain the ethics and standards of behaviour established by the International Coach Federation “(ICF)” ([www.coachfederation.org/ethics](http://www.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 does not prevent, cure, or treat any mental disorder or medical disease.

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

**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.** Coaching does not involve the diagnosis or treatment of mental disorders as defined by the Royal College of Psychiatrists or the American Psychiatric Association, 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.

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**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**

Coaching or Mentoring Programs are either scheduled in-person or video meetings, or scheduled internet based courses. The Coach will be available to the Client by e-mail and voicemail in between scheduled meetings as agreed in advance by the Coach (per agreement). The Coach may also be available for additional time, per the Client's request on and the agreed prorated hourly rate (for example, reviewing documents, reading or writing reports, engaging in other client related services outside of coaching hours).

### **3) Schedule and Fees**

These terms are valid as of 25<sup>th</sup> March 2022. The agreed fee, or fees, are payable in advance for courses of meetings, and in advance for internet based courses unless a payment plan has been. Our refund policy in effect for the term of any Agreement is as follows: 14 day cool off period from the time of purchase for any online course (this excludes tailored 1 to 1 coaching). If during that period the Client has accessed the course or attended sessions the Coach reserves the right to pro rata any refund less the value or percent complete of the course or sessions

### **4) Procedure**

The time of the coaching meetings and/or location will be determined by the Coach and the Client based on a mutually agreed upon time. Meetings will be in-person or via a video link provided in advance by the Coach.

### **5) Confidentiality**

All Coach and Client relationships, as well as all information (documented or verbal) that the Client shares with the Coach as part of such relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. However, 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 recognised privilege. We will never disclose any information pertaining to the Client without the Client's written consent. We will not disclose the Client's name(s) as a reference without the Client's consent.

*Confidential Information* does not include information that: (a) was in the our 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 us from a third party, without breach of any obligation to the Client; (d) is independently developed by us without use of or reference to the Client's confidential information; or (e) we are required by statute,

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lawfully issued summons, 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.

All informational, educational or other videos as well as any documents or templates are confidential and protected or intellectual property whether physically or digitally provided.

### **6) Release of Information (Optional, based upon specific situation)**

We engage in training and continuing education pursuing and/or maintaining Coaching and Mentoring Credentials. That process may require the names and contact information of clients for possible verification. Clients have the right to opt in or out, by signing any agreement, or otherwise notifying us by email, to have only name, contact information and start and end dates of coaching shared with other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, and personal notes remain confidential and will not be shared.

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.

### **7) Cancellation Policy**

It is the Client's responsibility to notify the Coach 48 hours in advance of the scheduled 1 to 1 meetings or group sessions, except where those calls are part of a group course for which calls are recorded and available for replay and it is the Client's responsibility to catch up. We reserve the right to charge Client for any meeting that is either missed or cancelled with less than 48 hours' notice. The Coach will attempt in good faith to reschedule any missed or cancelled meeting.

### **8) Record Retention Policy (Optional, if the Coach has adopted such a policy)**

Our record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship is such that records will be maintained within GDPR rules by the Coach in a format of the Coach's choice (print or digital/electronic)

### **9) Termination**

Either the Client or the Coach may terminate their Agreement at any time with the notice period outlined in the agreement via written notice. All coaching services

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rendered through and including the effective date of termination of the coaching relationship will be charged to the Client.

### **10) Limited Liability**

We make 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 and Conditions or any Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under these terms for all coaching services rendered through and including the termination date.

### **11) Dispute Resolution**

If a dispute arises that cannot be resolved by mutual consent, both Client and Coach will agree to attempt to mediate in good faith. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

### **12) Severability**

If any provision of any Agreement between Coach and Client 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 any 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.

### **13) Waiver**

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

### **14) Applicable Law**

Terms and Conditions and individual Agreements between the Coach and the Client shall be governed and construed in accordance with the laws of England and Wales, without giving effect to any conflicts of laws provisions.

### **15) Binding Effect**

All Agreements and Terms are binding upon the parties hereto and their respective successors and permissible assigns.