

# HELENA IZAMIS

THE PERSONAL GROWTH COACH

## Coaching Terms and Conditions

These terms and conditions apply to all coaching provided by Helena Izamis Enterprise Limited (Registered Company no. 13087058), hereafter known as **Helena Izamis**. They are current at the time of writing, but we do reserve the right to vary them as and when necessary.

I, ..... the client, agree to the following terms and conditions:

### Definitions:

- **'Services' means all services:** including life coaching in all packages (individual and group).
- **Client:** Any private individual or organisation who hires any of the services of Helena Izamis.
- **Session:** Means a coaching session lasting an agreed time. It is imperative that in order to proceed all technological prerequisites are in order and all payments are made in advance.

### Services:

- Helena Izamis provides a free initial consultation in regards to individual coaching, thereafter each coaching session will last 45-60 minutes.
- Coaching sessions can be arranged in packages (individual and groups) to be discussed and agreed upon within the initial consultation (where necessary, decided by Helena Izamis).
- All coaching is currently provided virtually; it is the responsibility of the client to ensure they have the technological means to facilitate these services virtually on a platform agreed by Helena Izamis.

### Payment:

- Full payment must be made for all services provided by Helena Izamis at the time of booking.
- All payment must be made by direct bank transfer.

### Cancellation:

- In the event you decide to cancel your coaching package and no longer wish to use them, the fee is not refundable but a credit voucher can be issued to be used at a later date.
- In the event that you notify us that you wish to postpone the services or the session, you acknowledge and agree that we cannot guarantee to reschedule the same for your preferred date and time.

- In exceptional circumstances Helena Izamis may need to rearrange a session and the client will be given 48 hours' notice where practical. In the event that Helena Izamis is unable to provide notice, any missed sessions will be rescheduled within the timeframe of the contract.

### **Early Termination and Refund Policy:**

- In exceptional circumstances (such as serious illness on production of a doctor's certificate, inappropriate behaviour by the client, actual or potential conflict of interest), Helena Izamis may terminate the service with immediate effect. Any balance of the fees (minus 10% administration fee) paid in advance will be refunded for any sessions which have not taken place. Helena Izamis shall not incur any further liability for early termination.

### **Timing, Booking Confirmation and Attendance:**

- Good timekeeping throughout each of the sessions is essential.
- All sessions will be arranged and agreed upon at the point of purchase.

### **Your Obligations as a Client:**

- You understand that for our work to be effective it's important for you to be as open and willing to fully participate in the coaching process as possible.
- You shall:
  - (i) accept responsibility for creating and implementing your own physical, mental and emotional well-being, decisions, choices, actions and results. As such, you agree that we are not and will not be liable for any actions or inaction, or for any direct or indirect result of any services provided by us. You understand 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.
  - (ii) understand that coaching is not to be used as a substitute for professional advice by legal, mental, medical or other qualified professionals and you will seek independent professional guidance for such matters. If you are currently under the care of a mental health professional, we recommend that you inform your mental health care provider and you may need to have a referral letter from your health-care provider and you must also disclose this information to Helena Izamis prior to any booking of our service.

### **Force Majeure:**

- Neither party shall be liable for any default due to any act of God, war, electricity failure, strike, lockout, industrial action, fire, flood, drought, windstorm, pandemic or other event beyond the reasonable control of either party as long as valid proof is provided.

### **Protection of your Data:**

- We take the protection of your data very seriously and will always seek to abide by the spirit and principles of the data protection legislation at all times. We are registered with the Information Commissioner as data controller and processor. Details of the Data Protection Act (2018) can be viewed on the Information Commissioner's website: <https://www.ico.gov.uk/> We will only use

information we hold about you/your organisation in the normal course of arranging and administering your coaching.

- We may record all telephone calls/sessions for training purposes and for yours and our protection. Your data will never be given to a third party without your prior agreement.

**Limitation of liability:**

- Helena Izamis (Helena Izamis Enterprise Ltd) is a member of the Hertfordshire Member of Commerce and is a member of the Information Commissioner's Office.
- Helena Izamis (Helena Izamis Enterprise Ltd) holds professional indemnity of £2,000,000 and public liability of £2,000,000.

**Governing Law:**

- These terms and conditions and any order which the client places with Helena Izamis to which these terms and conditions apply shall be governed by and construed in accordance with the laws of England and Wales.

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

For and on behalf of the Client (signature): \_\_\_\_\_

Name of client (print): \_\_\_\_\_

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

On behalf of Helena Izamis Ltd (signature): \_\_\_\_\_

Name of Helena Izamis Ltd provider (print): \_\_\_\_\_

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