**Terms and Conditions**

The terms and conditions below apply to the coaching service provided at Subconscious Development by Tenisia James. By using the service, you agree to abide by the terms mentioned in this document. These terms outline the rights, responsibilities, and limitations that you have as a client of Tenisia James. The service covers life coaching specialising in all types of relationships, personal development, stress, confidence, parenting and career and will usually last 12 weeks.

When purchasing a coaching service from Tenisia, you will be asked to confirm that you have read and agree to the terms and conditions outlined on this page.

All communication with Subconscious Development prior to and after sessions, which will be through WhatsApp, email, text, phone call or message submission through subconsciousdevelopment.co.uk will be delivered by Tenisia James.

**Coaching Disclaimer**

In committing to life coaching with me, you acknowledge the following:

* You understand that the coaching services you will be receiving from your coach are not offered as a substitute for professional mental health care or medical care and are not intended to diagnose, treat or cure any mental health or medical conditions. You also understand that your coach is not acting as a mental health counsellor or a medical professional.
* You understand and agree that you are fully responsible for your well-being during your coaching sessions and subsequently, including your choices and decisions.
* You understand that all comments and ideas offered by your coach are solely for the purpose of aiding you in achieving the defined goals you create with your coach. You have the ability to give your informed consent and hereby give such consent to your coach to assist you in achieving such goals and understand that results are not guaranteed.

**Data Protection**

You understand that your coach will protect your information as confidential unless you state otherwise in writing. If you report child abuse, elder abuse or neglect or threaten to harm yourself or someone else, you understand that necessary actions may be taken and your confidentiality agreement may be limited in this capacity. Furthermore, if your coach is ordered by a court to provide information or to testify, he will do so to the extent the law requires.

**Data Security**

You understand that the use of technology is not always secure and you accept the risks of confidentiality in the use of email, text, phone, WhatsApp and any other forms of contact.

**Waiver**

You hereby release, waive, acquit and forever discharge your coach from every claim, suit action, demand or right to compensation for damages you may claim to have or that you may have arising out of acts or omissions by yourself or by your coach as a result of the advice given by your coach or otherwise resulting from the coaching relationship contemplated by this agreement.

You further declare and represent that no promise, inducement or agreement not expressed in this agreement has been made to you to sign this agreement. This agreement shall bind your heirs, executors, personal representatives, successors, assigns, and agents.

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The coaching schedule will be arranged between the coach and the client and can be booked up to 3 months in advance. Tenisia will have a one-hour session with you per week, though the first session is up to one hour. There will also be homework tasks each week.

In return for the fees payable by the client (or by a third party on their behalf), Tenisia agrees to provide the service as described below and 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).

The date that the first coaching session takes place shall be deemed to be the start date for the service. Where any client is unhappy with any of the terms and conditions they can contact Tenisia to discuss any concerns and see if they can be resolved before the first coaching session. Participation by any individual in the first coaching session constitutes acceptance of these terms and conditions.

**Format of Sessions**

Sessions are by Google Meet. The coach will send the link to the client up to one hour before the coaching session. The coach is open to other formats by mutual agreement. Tenisia is responsible for ensuring that she is available for consultation at agreed times.

Sessions will be booked for the following week at the end of each session. Sessions may over-run by about 10 minutes every now and again. If the client wants a longer sessions, that may be agreed to by the coach in advance and be pre-paid.

**Session Fees**

Tenisia’s current fees are discussed on enquiry and made clear when there is a change due to the total amount of sessions attended. She reserves the right to change these from time to time. Any payments for sessions paid in advance are honoured even if prices have risen between the point of booking and the time of session.

**Payment Terms**

Fees are to be paid online by PayPal, however, your coach is open to accepting alternative online payment methods through digital wallets, payment gateways, or other secure online platforms, if requested by the client.

Invoices are available, if requested by the client; these would be sent by email.

Fees are payable in advance of each coaching session unless otherwise agreed with your coach. Where payment has not been received by Tenisia in advance of a coaching session, Tenisia is not obliged to provide the ssession. There will be a charge for any late payments outside of an agreement.

**Between Sessions**

Tenisia will assign the client tasks or exercises to complete between coaching sessions. There is no obligation on the client to complete these items of ‘homework’, but not doing so may slow the client’s progress in gaining improved quality of life or achieving desired business or personal outcomes.

The client may contact Tenisia by phone or email (email on weekends unless a session is booked the day the client wishes to call) between sessions during working hours (10-8pm) to seek clarification regarding anything arising from a coaching session or for administrative purposes (e.g. where a client needs to rearrange a coaching session or make a payment). Additional coaching can also be provided between sessions but there will be an additional charge for this. Tenisia will always advise a client in advance if the nature of a client’s contact is likely to incur an additional charge and no such charges will be imposed without the client’s agreement.

**Rearranging Sessions**

If a 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 unless 48 hours notice has been given (exceptional circumstances will be taken into consideration on a case-by-case basis). In exceptional circumstances, Tenisia may also need to rearrange a coaching session. In those instances, she will also give the client 48 hours notice where practical.

Where a client pays for a session or sessions in advance they must have the coaching session(s) that they have paid for within 6 months of the payment or their fee is forfeited.

**Confidentiality**

Personal information or business information supplied by clients in coaching sessions will be treated as confidential. It will not be disclosed to a third party without the client’s prior permission, save where required by law or where action might be necessary to prevent harm to the client or someone else.

**Early Termination**

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, Tenisia 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 Tenisia where practicable and will be refunded any advance payments made for coaching sessions not yet provided.

**Responsibilities**

Tenisia will seek to enable the client to improve their relationships, personal development, stress, confidence, parenting, career and to achieve their desired outcomes. Remarkable results can be achieved where clients follow a clear plan in a committed way. However, the client has sole responsibility for taking important decisions in their life. Tenisia 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 their relationships, personal development, stress, confidence, parenting or career or to achieve their desired outcomes or goals.

**Variation of Terms & Conditions**

Where an Initial Number of Sessions is agreed, any changes to these terms and conditions intended to take effect prior to the conclusion of those Initial Number of Sessions will only have effect if agreed by both Tenisia and the client and confirmed by Tenisia in writing by email or letter. In other cases, Tenisia may change any of these terms or conditions including the Per Session Fee by giving the client one week’s notice in writing by letter or e-mail of the change(s). If following receipt of such notification of change, the client no longer wishes to proceed with further coaching sessions, they may withdraw from the service immediately by giving notice in writing by email or letter and they will then be entitled to a full refund of any fees paid in advance for coaching sessions not yet provided. Such notice will be effective on receipt by Tenisia.

**Governing Law**

This contract is governed by the law of England whose courts have exclusive jurisdiction in relation to any dispute, disagreement, proceedings or legal claim of any nature relating to the service provided or the contract.

**Feedback**

Feedback about the service is welcomed and can be given during a coaching session or by emailing Tenisia at coaching@subconsciousdevelopment.co.uk.