



TERMS AND CONDITIONS

Description

Coaching is a collaborative partnership between the client and the coach, represented in this instance by Margie Fann, Life Coach. The coach upholds the dignity, integrity, and welfare of the client, facilitating an environment that empowers the client to take control of their own life. Respect for the client's autonomy is paramount, acknowledging their ability to make decisions and pursue personal growth in alignment with their own beliefs and values.

How we engage

1. The agreed rate must be paid in full upfront before the sessions commence.
2. The client must attend the scheduled session time.
3. A 24-hour cancellation notice is required before the session start time. If less than 24 hours' notice is given, the session is forfeited.

Responsibilities

1. The coach agrees to adhere to the Code of Conduct and standards of behavior established by a Code of Ethics. This Code emphasizes the significance of respecting individuals' dignity and rights, advocating for equality, eradicating discrimination, and safeguarding the well-being of clients.
2. The client is accountable for cultivating and maintaining their physical, mental, and emotional well-being, as well as their decisions, choices, actions, and outcomes. Therefore, the client acknowledges that the coach is not and will not be held liable for any actions or inactions, or any direct or indirect consequences of the services provided. The client recognizes that coaching is distinct from therapy. If necessary, the client may be referred to a licensed therapist. Coaching does not serve as a substitute for therapy, nor does it prevent, cure, or treat any mental disorder or medical disease.
3. The client acknowledges that coaching is not intended to replace professional advice from legal, mental health, medical, or other qualified professionals. Therefore, the client agrees to seek independent professional guidance for such matters. If the client is presently under the care of a mental health professional, the coach will advise the client to inform their mental health care provider. Additionally, the client may be required to provide a referral letter from their health care provider.
4. The client agrees to communicate openly and honestly, welcome feedback and assistance, and allocate time and energy to fully engage in their own well-being.

Services

1. Both parties agree to engage in 50-minute weekly coaching sessions either in-person or via web-based platforms such as Zoom.



2. The coach will also be available to the client via email and text between scheduled meetings, as defined and agreed upon by both parties.
3. Additional coaching time may be available outside of scheduled sessions, subject to agreement between the coach and client, at a prorated rate of \$80 for 50 minutes or \$20 for 15 minutes.
4. The three-month period begins with the first appointment and ends after 90 days. A six-month agreement begins with the first appointment and must be utilized within 180 days. Any unused sessions will be forfeited if not used within the specified time frame.

Process

The time and location of the coaching meetings will be mutually agreed upon by the coach and client. Scheduling can be facilitated through Calendly (<https://calendly.com/margiefann>) for all sessions.

Confidentiality & Protection of Personal Information

Your privacy is paramount. While coaching sessions uphold confidentiality, it's important to understand that the coach-client relationship doesn't enjoy the same legal protections as professions like medicine or law. The coach is dedicated to maintaining confidentiality unless the client provides written consent. This includes refraining from using the client's name without permission. Confidential information excludes details already known to the coach, publicly available, obtained without breaching agreements, independently developed, required by law, or involving imminent harm or illegal activity. Clients are urged to promptly address any confidentiality concerns. Additionally, ethical standards may involve sharing topics anonymously with other coaching professionals for training or consultation.

Cancellation Policy

Clients must notify the coach 24 hours in advance of any cancellations. A 15-minute grace period applies for late arrivals. Missed sessions will be charged, and a rescheduled meeting will be arranged.

Termination

Either the client or the coach can end this agreement by providing two weeks' written notice. The client agrees to compensate the coach for all coaching services as agreed upon and outlined in this document.

Superior or Irresistible force

Either party will not be held responsible for any delays or failures in fulfilling obligations due to circumstances beyond reasonable control, such as natural disasters, governmental or societal actions (e.g., war, civil unrest, labor strikes), and infrastructure failures (e.g., transportation, energy).



Limited Liability

Except as expressly stated in this agreement, the coach does not offer any guarantees or warranties, whether expressed or implied. The coach will not be liable to the client for any consequential or special damages. The coach's total liability under this agreement, and the client's sole remedy, will be limited to the amount paid by the client to the coach for all services provided until the termination date.

This agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all previous written or oral representations.

No Guarantee

The Client acknowledges and agrees that the Coach cannot guarantee the results or effectiveness of any services rendered or to be rendered. Services will be conducted professionally and in line with industry standards. While best efforts will be made, no specific results are promised.

Dispute Resolution

In the event of a dispute arising from this Agreement that cannot be resolved through mutual consent, the Client and Coach agree to attempt mediation in good faith for up to 30 days after notice is given. If mediation fails to resolve the dispute, and legal action is pursued, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.