

## **Terms and Conditions**

The following terms and conditions (to be known as the "agreement") govern the use of the edlackcoaching.co.uk website and services (to be known as "services") advertised and available on the edlackcoaching.co.uk website (to be known as the "website").

The website is owned and managed by *Ed Lack Coaching Limited*. The website is offered subject to your (the "user" or "you") acceptance without modification of all the terms and conditions contained herein and all other operating rules, policies and procedures that may be modified and published from time to time on the website by Ed Lack Coaching Limited – including, pricing, refund, privacy policy, and others.

If you do not agree to this agreement, please refrain from using the website.

## **Access and User Information**

To purchase services on the website, the user may fill in the contact form on the website, including filling out all required personal information.

The user must notify *Ed Lack Coaching Limited* immediately of any breach of security or unauthorized use of its account.

*Ed Lack Coaching Limited* may change, suspend, or discontinue the services, products, fees, charges, and terms at any time, including the availability of any feature or content. *Ed Lack Coaching Limited* may also impose limits on certain features and services or restrict user's access to parts or all of the services without notice or liability.

The user certifies to *Ed Lack Coaching Limited* that if the user is an individual (i.e., not a corporation), the user is at least 18 years of age.

The user also certifies that it is legally permitted to use the website and takes full responsibility for the selection and use of the website. This agreement is void where prohibited by law, and the right to access the website is revoked in such jurisdictions.

## **Modifications**

*Ed Lack Coaching Limited* reserves the right, at its discretion, to modify this agreement, fees, charges, and terms at any time. The user shall be responsible for reviewing and becoming familiar with any such modifications. Use of the website by the user following such notification constitutes the user's acceptance of the changes in the terms and conditions.

## **Coaching Agreement**

Effective coaching relies on an open and honest dialogue between the coach and the client; with that in mind, and to create a positive and productive coaching environment, clients are asked to sign-up to the following ground rules before coaching begins:

### ***Length and Frequency of Session***

- Coaching sessions are usually 1 hour in length (although the first session of a block of coaching maybe longer). They must start and end on time.
- The frequency of coaching sessions will be determined by negotiation between the coach and the client (usually once per week or fortnightly, depending on the coaching goal). Once the frequency has been agreed by both parties, the coach and client should endeavour to schedule sessions weekly or fortnightly.
- All sessions of coaching should be scheduled upfront once payment has been received for the full course (for example, if you have paid for 6 sessions of coaching then all 6 sessions should be scheduled before session 1 begins).

### ***Timekeeping***

- Coaching sessions must begin and end on time. If a client is late for a coaching session, then that missing time with a coach is forfeited and will not be refunded.
- Coaching sessions must end at the scheduled time.

### ***Charging and Payment Policy (including refunds)***

- Coaching sessions are charged at an agreed rate session (sessions are usually 1 hour but can be slightly longer).
- Clients are asked to pay for a course of sessions upfront before the first main coaching session commences (for example, if you have booked 6 sessions then all 6 must be paid for before coaching can commence).
- There is a free 30-minute 'Get to Know You' session at the start of each course of coaching sessions. Clients should pay for the rest of their coaching sessions after this 'Get to Know You' session and before the first main coaching session.
- After two sessions, if the client feels that coaching is not for them, then they can cancel all remaining sessions and receive a refund for those cancelled sessions. For example, if you book 6 sessions then you are committed to paying for 2 of those sessions, but the remaining 4 will be refunded should you not wish to pursue coaching. To initiate a refund, please email us at [ed@edlackcoaching.co.uk](mailto:ed@edlackcoaching.co.uk)
- Missed appointments will not be refunded.
- Clients must endeavour to minimise any re-arranging of coaching appointments. At least 48-hours' notice must be given to re-arrange an appointment.
- If less than 48-hours' notice is given to re-arrange an appointment, and an alternative suitable time cannot be found before the following scheduled coaching session, then the client will not be refunded for the session they want to re-arrange. This will be treated as a missed session.
- Any cancellations with less than 48 hours' notice will not be refunded.
- Clients can pay for coaching sessions via BACs

### **Payments and Fees**

Payment is usually by BACs.

By accepting this agreement, the user is confirming that it is legally entitled to use the means of payment tendered and, in the case of card payments, that the user is either the cardholder or has the cardholder's express permission to utilize the card to effect payment. *Ed Lack Coaching Limited* may refuse to process a transaction for any reason or refuse service to anyone at any time at *Ed Lack Coaching Limited's* sole discretion. *Ed Lack Coaching Limited* will not be liable to user or any third party by reason of refusing or suspending any transaction after processing has begun.

Unless stated otherwise, all fees and payments are quoted in pounds sterling. The user is responsible for paying all fees, payments, and applicable taxes associated with our website and services at the discretion of *Ed Lack Coaching Limited*.

### **General**

No agency, partnership, joint venture, employee-employer relationship, etc. is intended or created by this Agreement. You acknowledge that you have all the necessary permits to grant us with user's personal data to fulfil this agreement. If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this agreement upon notice to you. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee that we will take action against all breaches of this agreement.

### **Questions**

If you have any questions concerning our terms and conditions, please contact us at:

ed@edlackcoaching.co.uk