

Terms and conditions of client coaching

Country: I live in France and all your payments go to my bank account in France.

Currency: All the services I provide are to be paid in euro.

Means of payment: if you are in France and if we meet face-to-face, you may pay by check or cash. Otherwise, whatever the country you live in, the means of payment are bank transfer or online secure payment.

Payment for my services (1): When you are working with me in a coaching program (or a session), you will need to pay for it either in full or in installments. I consider you have agreed to work with me :

- when you have made online payment or sent me a bank transfer
- or when our first appointment is set, should you bring payment with you.

From this point on, full payment of the program or session is due. Should you want to stop working with me before the program is over (see clause "termination"), you will have to pay the remaining installments if there are any. The program is not refundable.

Payment for my services (2): Payment for the coaching must be made in advance. The sessions can take place only after I have received your payment. If you live in France and we meet face-to-face, you can bring your payment with you at the first session.

Workshops, retreats and activities cancellation: for each kind of activity, the cancellation terms are specified in the event's details. Generally, workshops are not refundable if you cancel or fail to attend. If I cancel an activity, you will be fully refunded.

Sessions: A session may be carried out over the phone, or via a voicechat system (Zoom, Whatsapp, etc.) at a mutually agreed time during the period.

Session times: Times for coaching sessions may only be changed by you if you give me no less than 24 hours notice. If you cancel more than 3 sessions during the period (for example, a 3-months program) then I may terminate this agreement on notice to you (and the provisions below relating to termination shall apply). A coaching session may be deemed to have taken place if less than 24 hours notice is given. If I cancel a session, then it will be rescheduled at an agreed time.

Engagement of coach: I shall arrange to provide the coaching to you during the period at mutually agreed times. I shall use my best endeavours to make myself available for the period.

Time difference : Due to time difference, I am only able to make myself available at certain times of the day for clients who live in countries other than France. Appointments times are decided together so as to suit both you and me in the best possible way.

Preparation for each session : You must perform all action forming part of the coaching session and also carry out any matter or thing in preparation for future sessions. You must advise me as soon as you become aware that these actions will not or cannot be performed.

Please ensure that you take time to consider any specific areas that you wish to work on prior to each session.

Coaching methods: You acknowledge that the coaching sessions may be personally, emotionally and physically challenging and that there may be occasions which you will feel emotional challenges including frustration, annoyance or stress. You must make all efforts and schedule all sessions at such a time to ensure that your peak physical, mental and emotional state and condition necessary for the conduct of the session and shall (if necessary) take all steps to cancel any sessions in the event that you are not well enough to continue. You will not hold me liable for any loss or cost incurred by you (or any person related to you) in the event of physical, emotional stress or distress (or any other ailment or condition) caused either directly or indirectly in relation to the coaching sessions.

No warranties given: I make no representation or warranty to you that any coaching methods or sessions will work for your particular circumstances. You will not hold me responsible for the failure (in whole or part) to achieve any of your goals.

Intellectual property rights: You have no right to use or reproduce any of the processes, techniques, presentations, methodologies, precedents and materials used by me in the coaching activities. You must not at any time use or reproduce the materials in any manner, shape or form. You shall indemnify and keep me indemnified in respect of any loss or damage caused or sustained by me in the event of your breach of this paragraph.

Confidential material: As part of the coaching process I may need to obtain your personal details or confidential material relating to you personally. I shall use reasonable endeavours to ensure that such material shall not be disclosed to any third party without your consent.

The coach is an independent contractor: You acknowledge that I have been engaged by you solely as an independent contractor and have no authority to bind or represent any other party in any other way. You shall not hold any party liable for any act, matter or thing done or to be done by me in the course of the coaching sessions.

Termination of agreement: I may terminate this agreement before the end of the period on written notice if you:

- 1) Fail to perform or observe any of the terms of this agreement and fail to remedy such a breach within 5 business days of a notice from me to remedy that failure.
- 2) You fail to perform any term of this agreement which is incapable of remedy.
- 3) An insolvency event occurs in relation to you (for instance, you become bankrupt or some arrangement for court order is made or proposed in relation to all or any of your assets.)
- 4) Any check drawn or endorsed by you for the purpose of this agreement has been dishonoured and you fail to honour such check within 5 working days of a notice from me to honour the said check. As mentioned above, I accept only French checks.

You may terminate this agreement if the matters raised in paragraph 1 and 2 are applicable to me. Either you or I may terminate the agreement.

Procedure on termination: If the agreement is validly terminated prior to the end of the period then you must immediately pay me the balance (if any) of the fee for the unexpired period of coaching. Upon termination I shall immediately cease to be liable to you in the respect of the coaching and the sessions.