

UnscrambledHeads Coaching Agreement

1 UnscrambledHeads Coaching Agreement

1.1 The Agreement

This Coaching Agreement is entered into and between the following “Parties”:

UnscrambledHeads (“Coach”) and xxx (“Client”).

1.2 Schedule

1.2.1 Schedule

- This Coaching Agreement is valid as of ddmmyyyy (“ValidAsOf”).
- The Coaching Agreement will expire (“ExpiryDate”) 6 months from the ValidAsOf date.

On the ExpiryDate, any sessions that are specified in this Coaching Agreement and not taken on or before the ExpiryDate will be forfeited with no refunds, unless previously agreed by the Parties by email.

1.2.2 Session Time

The target session time between the Parties shall be 50 minutes in length, although it is noted that a session could be between 30 and 90 minutes depending on the topic and depth discussed. There will be no pro-rating of the SessionPrice for sessions that are either under or over 50 minutes, except for sessions that are under 30 minutes – see below.

Any full session that is under 30 minutes will be viewed by the Parties as being a ½ session, and the remaining ½ session will be made available to the Client as part of this Coaching Agreement, to be taken on or before the ExpiryDate.

1.2.3 Additional Services Schedule

The Coach may also be available for additional time, per the Client’s request on a pro-rated, cumulative ½ hourly rate. Additional time and payment rates must be agreed by UnscrambledHeads by email prior to commencement of this additional service. Examples of this additional time may include but are not limited to:

- for reviewing documents,
- reading or writing reports,
- engaging in other Client related services outside of coaching sessions.

1.3 Fees

1.3.1 Fees

- The fee (“SessionPrice”) is £££ per session, for yyy (“NumberOfSessions”) sessions.

£££ is the total fee due (“TotalFeeDue”)

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The TotalFeeDue is calculated as £(SessionPrice) * (NumberOfSessions).

1.3.2 Payment Methods

Preferred payment of the TotalFeeDue is by Bank Transfer.

Account Number: 19458533
Sort Code: 601033
Account Name: UnscrambledHeads
Reference: “your name”

Payment is also available by GoCardless (<https://gocardless.com/>) or Paypal (<https://www.paypal.com>). Cash and credit/debit card payments are not accepted.

1.3.3 Payment timing

Payment is due within 7 days of this Coaching Agreement or in advance of the first session, whichever is sooner. All sessions should be paid for in advance including packages of multiple sessions. For the avoidance of doubt, and as an example, a package of 3 sessions must be paid for in total, equal to the TotalFeeDue & in advance.

Payment plans may be available upon request and agreed only via email.

1.4 Refunds

1.4.1 Refund policy

The Client agrees to honour all scheduled session times. Sessions that are missed will be designated as “delivered” by the coach.

1.4.2 Refunds due to Dispute

In the unlikely event that the Client is unhappy with the service provided by the Coach, and where evidence is provided to support such a claim, then a “DisputeRefund” may be considered.

In the event of a DisputeRefund, the amount refunded will be a maximum of 25% of the SessionPrice for the last session taken only. Any sessions taken before the disputed session are not eligible for a refund. The amount refunded will be determined by UnscrambledHeads and based on the severity of the dispute. In such circumstances, refunds for sessions which have not been taken as part of this agreement may be considered by UnscrambledHeads.

Refunds may be agreed by UnscrambledHeads and will be applied as a gesture of goodwill only and will not represent an admission of liability of any form.

1.4.3 Cancellation policy

It is the Client’s responsibility to notify the Coach of a need to reschedule a session at least 24 hours in advance of the scheduled session. Notification of less than 24 hours shall be deemed a “Cancelled” session. UnscrambledHeads may, at his discretion, waive a cancelled session in the event of an appropriate, unforeseen circumstance of the Client.

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1.4.4 Cancellation by the Coach

The Coach will try to maintain all scheduled sessions.

If the Coach cancels a session, this will be done with the maximum amount of notice that is practical. UnscrambledHeads will not be liable for any expenditure incurred by the Client in preparation for the session however so caused, including but not limited to travel expenses.

For Coach Cancelled Sessions, the coach will offer to reschedule the session. If the Coach Cancelled session is within 1 month of the ExpiryDate then the ExpiryDate will be extended by one month.

1.5 Coaching Services

“**Coaching**” and “**CoachingServices**” may in the context of this Coaching Agreement mean any one of or combination of executive & life coaching, student mentoring, Neural Linguistic Programming (NLP), Sports Mindset Coaching, Counselling and Hypnotherapy services. Other coaching tools and processes may be deployed at the discretion of the coach and after consultation with the client.

The parties agree to engage in a CoachingServices Program through any one of, or combination of the following method(s):

- Zoom (or another video service),
- Face to Face outside, when Covid-safe to do so (These sessions will be at public sites, such as a coffee shop or similar),
- Telephone.

The Coach may be available for “**Best-Efforts-Coaching**” to the Client by e-mail and WhatsApp, where appropriate, in between coaching sessions, provided there exists a paid-for session outstanding. This is so the Coach can provide ad-hoc, best-efforts support to the Client, and where the support is limited to less than 5 minutes per business day, and for a maximum of 3 consecutive days. There is no service level for this Best-Efforts-Coaching.

1.6 Client Responsibilities

- The Client agrees that they are motivated and committed to taking action on any of the following;
 - Personal and professional goals,
 - Personal improvement.
- The Client realises that anything less than full intentional participation will not lead to success.
- The Client accepts full responsibility for themselves
- The Client accepts full responsibility for any actions they may take as a result of the CoachingServices.
- The Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, career, finances, health, relationships, education, sports, and recreation.
- The Client is healthy enough to engage in coaching.
- If the Client has experienced previous or current mental health episodes, then this needs to be disclosed, in confidence, by the Client prior to commencement of this Coaching

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Agreement. In this case, UnscrambledHeads may require that the Client be seen by their GP before entering into this Coaching Agreement.

- The Clients acknowledges that if (s)he is currently seeing a psychiatrist, psychologist, or mental health practitioner, and/or has a current or prior history of serious mental illness, then they may, at the discretion of UnscrambledHeads, be liable for the TotalFeeDue. In such circumstance, the remainder of this agreement shall be null and void. Examples of SMI are as follows. This is not a full list of every condition covered by this clause. The Client recognises that it is the his/her responsibility to discuss their circumstance with UnscrambledHeads prior to signing this agreement:
 - Psychosis, Schizophrenia, Bipolar disorder, Self-harm, Eating disorders, Serious alcohol or drug use conditions
- The Client has read this Coaching Agreement and agrees fully with the clauses herein.
- The Client is responsible for ensuring that all sessions (NumberOfSessions) are taken before the ExpiryDate

Failure to abide by any of the above clauses in “Client Responsibilities” may result in UnscrambledHeads cancelling this Coaching Agreement without notice, and with no refunds payable. Should the option to cancel this Coaching Agreement be taken by UnscrambledHeads, then UnscrambledHeads will inform the Client by email.

1.7 Record Retention Policy

The Client acknowledges that they have read the Record Retention Policy as specified in the Privacy Policy document. That document is made available on the UnscrambledHeads.com website. The Client must keep a copy of the document that was current as of the BindingAgreement date (see 1.12 Binding Agreement) and refer to that should they wish to make a claim of any nature.

1.8 Disclaimer, Indemnity & Limitation of Liability

By entering into this Coaching Agreement, the Client acknowledges that UnscrambledHeads is not a licensed psychologist or healthcare professional, and services provided by UnscrambledHeads do not replace the care of a General Practitioner (GP), Primary Care Physician (PCP), psychologists, psychiatrist, or other licensed healthcare professional. Coaching is in no way to be construed or substituted as psychological advice, or any other type of therapy or medical advice. UnscrambledHeads will at all times exercise best professional efforts, skill and care. However, UnscrambledHeads does not guarantee the outcome of the coaching services and any comments about the potential outcome are expressions of opinion only. UnscrambledHeads makes no guarantees other than to deliver the CoachingServices purchased as described.

UnscrambledHeads cannot make any clinical diagnosis (physical or mental), and does not prescribe any medication, nor offer any “fixes”. The Client should always consult their GP, psychotherapist, psychologist or healthcare practitioner for any important medical or mental health problem. This includes any medication requirements.

Except as expressly provided in this Coaching Agreement, UnscrambledHeads makes no guarantees or warranties, express or implied. In no event will UnscrambledHeads be liable to the Client for consequential or special damages. The Client’s exclusive remedy will be limited to the amount paid by the Client to UnscrambledHeads under this Coaching Agreement for all services rendered up until the termination date.

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1.9 Confidentiality

UnscrambledHeads agrees not to disclose any information pertaining to the Client without the Client's written consent.

Confidential Information does not include information that: (a) was in UnscrambledHeads' possession prior to its being disclosed by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by UnscrambledHeads from a third party, without breach of any obligation to the Client; (d) is independently developed by UnscrambledHeads without use of or reference to the Client's confidential information; or (e) UnscrambledHeads is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to UnscrambledHeads and as a result of such disclosure UnscrambledHeads reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with UnscrambledHeads in a timely manner.

1.10 Release of Information

The UnscrambledHeads Coach engages in training and continuing education for Continuous Professional Development (CPD). The CPD process may require that anonymous details of coaching sessions are shared with other coaching professionals for training, supervision, mentoring, or evaluation purposes. At no time will identifying details be shared that might enable the client to be identified, and all anonymous details shared during a CPD session will be confidential to that CPD session. This is normal, professional CPD practice.

1.11 Termination

The Client acknowledges that he/she may terminate or discontinue the coaching relationship at any time. Appropriate refunds may be considered and payable to the Client. However, refunds are at the discretion of UnscrambledHeads and may not be paid. Where refunds are mutually agreed, then refunds for sessions not taken will be at the rate of 25% of the SessionPrice.

For the avoidance of doubt, and using a hypothetical fee structure, a 6-package agreement for £600, at £100 per session for the 6 sessions, & terminated with 3 sessions remaining will be eligible for 3 (number of sessions outstanding) x £100 (session price) x 25% = £75.

1.12 Binding Agreement

This is the entire Coaching Agreement of the parties and reflects a complete understanding by the parties with respect to the CoachingServices. This Coaching Agreement shall be governed and construed in accordance with the laws of the United Kingdom only.

For this agreement to come into force there are 2 methods available, one of which must be in force.

- By a signed & counter-signed physical/paper binding agreement ("**SignedBindingAgreement**"). This is the preferred method.
- By the exchange of digital/email acknowledgements of this agreement ("**DigitalBindingAgreement**").

The first scheduled coaching meeting will not take place until a BindingAgreement exists. For children under the age of 18, UnscrambledHeads requires a SignedBindingAgreement, signed by the parent or

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guardian of the child. A DigitalBindingAgreement will not be acceptable for clients under the age of 18.

1.12.1 DigitalBindingAgreement

In the event that the Client does not have access to print/scan facilities then the following alternative method can be followed to produce a "**DigitalBindingAgreement**":

1. The client sends an email to UnscrambledHeads which includes the following statement in the first paragraph:
"I acknowledge receipt of the UnscrambledHeads Coaching Agreement 1.3 and I agree to the terms and conditions included in that agreement. This email represents my binding digital signature. I acknowledge that the agreement shall become legally binding only when I have received a returned acknowledgement email from UnscrambledHeads".
2. The return acknowledgement email from UnscrambledHeads will state:
"I acknowledge receipt of your binding digital signature for the UnscrambledHeads Coaching Agreement 1.3. The agreement is now binding between both parties as stated in the agreement, and valid at the ValidAsOf date in the agreement".

1.12.2 SignedBindingAgreement

1. The Client must print & sign a copy of this Coaching Agreement and then scan and return, at a minimum, the signature page (which is the last page) by email to UnscrambledHeads – this will have just the Client signature.
2. UnscrambledHeads will then countersign that copy and return it, by email - this will have both UnscrambledHeads & Client signatures, and will be the xxx
3. The BindingAgreement supersedes all prior written and oral representations.
4. The BindingAgreement shall be binding upon the parties hereto and their respective successors.

Client Signature for the SignedBindingAgreement

Client Name/Title: _____

Signature: _____

Date: _____

Coach Counter-Signature for the SignedBindingAgreement

UnscrambledHeads (Stuart Foster): _____

Date: _____