

## Therapeutic Coaching Contract, Agreement and, Terms and Conditions of Service

This Agreement is entered into by and between:

**Caroline Garlick, Therapeutic Coach, ICF Level 2 Professional Coaching Diploma Qualified and**

**The Client (who purchases a Service/Programme) whereby the Therapeutic Coach agrees to provide Therapeutic Coaching Services for Client.**



### Description of Therapeutic Coaching:

Therapeutic Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Therapeutic Coach and the Client in a thought-provoking and creative process that inspires the client to maximise personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

Through the process of Therapeutic Coaching, the Client deepens their learning, improves their performance and enhances their quality of life. In each session/meeting the Client chooses the main focus of the conversation while the Therapeutic Coach listens and contributes observations and questions. This interaction creates clarity and moves the Client into action. Therapeutic Coaching accelerates the Client's progress by providing greater focus and awareness of choice, through their thinking, feeling and behaviours. There may be some of the Client's past raised during sessions but the main focus will be on where the Client currently is now and what they're willing to be, do and have in the future, whenever that may be.

### **1) Coach-Client Relationship Agreement**

Where by the Therapeutic Coach agrees to:

- Maintain the ethics and standards of behaviour established by the International Coach Federation(ICF)" [ICF-Code-of-Ethics-1.pdf \(coachingfederation.org\)](#) It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behaviour.

Where by the Client agrees to:

- A. Be solely responsible for creating and implementing their own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and their Therapeutic Coaching calls and interactions with the Therapeutic Coach. As such, the Client agrees that the Therapeutic Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Therapeutic Coach. The Client understands Therapeutic Coaching is NOT counselling and DOES NOT substitute for counselling if needed, and DOES NOT prevent, cure, or treat any mental disorder or medical disease.
- B. Acknowledges that he/she/they may terminate or discontinue the Therapeutic Coaching relationship at any time.

- C. Acknowledges that Therapeutic Coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.
- D. Acknowledges that Therapeutic Coaching does not involve the diagnosis or treatment of mental disorders and that Therapeutic Coaching is not to be used as a substitute for counselling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If the Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Therapeutic Coach.
- E. Understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback, awareness and assistance and to create the time and energy to participate fully in the programme.

## **2) Services**

The parties agree to engage in a Therapeutic Coaching Programme/Service of which details will be outlined in the Package and confirmed by email.

Additional Services: The Therapeutic Coach will be available to Client by email and/or via WhatsApp/Voxer in between scheduled meetings with a response time of 24-48 hours (email) and/or within a time period agreed by appointment (WhatsApp/Voxer/VIP Coaching Session/Day), as defined by the Therapeutic Coach within the programme/service purchased (see package email). The Therapeutic Coach may also be available for additional time, as outlined in the available packages.

If any of these additional services are not part of the package (see email) they will be available to Clients at an additional separate cost.

## **3) Procedure**

The time of the Therapeutic Coaching meetings and/or location will be determined by the Therapeutic Coach and Client based on the appointment time chosen by the client via a booking link. Group Therapeutic Coaching days/times will be agreed upon by the group or otherwise set by the Therapeutic Coach. The details of the meeting will be found via email or otherwise specified by the Therapeutic Coach. Sessions will be located online via Zoom meeting, via telephone call or face to face at the agreed upon location, as agreed between Client and Therapeutic Coach. All meeting locations will be open 5 minutes prior to the session start time and up to 10 minutes after, after which the meeting room will be closed (see "No-Show" Policy).

WhatsApp Coaching Session Day Procedure and Policy: These will be booked on agreed dates with the coach. Communication will be between Monday to Friday on the day(s) chosen and between the hours of 8am – 5pm GMT allowing response times of up-to approximately 1-2 hours (to allow for breaks, lunch, other work activities as well as your implementation and integration to take place). Any messages received before 8am GMT will not be responded to until 8am GMT. Multiple messages with multiple focus areas will not be responded to. Any messages received after 5pm times will not be responded to. It is your responsibility to use this time to achieve your goals which you will be asked at the beginning of each day.

#### **4) Schedule and Fees**

This Therapeutic Coaching agreement is valid as soon as the programme/service booking has been made and will continue to be for future programme/service bookings. The fees will be paid in full in advance when booking each programme/service unless it is via a payment plan to which an agreed upon amount is taken first at the time of purchase and then the following payment(s) is taken in equal instalments. The quantity and time length of calls/meetings shall be outlined in the package you have booked. The rates of the package you have already booked will not change for you during your booking/package length. Future packages may be subject to a rate change that you would agree to when booking. Payment is either a One-Time Payment for the package or a Payment Plan each month for a time period as agreed and outlined in the package upon purchase. When paying one-time upfront, please have payment made up to 48 hours prior to the first scheduled call/meeting.

#### **5) Reschedule Policy**

The Client agrees that it is the Client's responsibility to notify the Therapeutic Coach up to 48 hours in advance of the scheduled call/meeting to reschedule. The Coach reserves the right to still charge the Client for a missed call/meeting if not notified up to 48 hours in advance and therefore no refund will be made if the agreement is terminated. During most weeks rescheduling will be possible; however, the Client might have to select a date and time that is not their first choice. If THREE calls/meetings are cancelled within 48 hours prior to the scheduled calls/meetings (short notice cancellation) during the length of this package, the Therapeutic Coach reserves the right to terminate this agreement/contract without refund and you will no longer be working with Caroline Garlick Coaching. The Client will be kept up to date on how many times it has occurred and notified in writing via email after the third short notice cancellation. The Therapeutic Coach respects and understands that some situations cannot be helped and continuation of the coaching relationship and contract agreement will be at the Coach's discretion.

#### **6) Refund and Termination Policy**

Either the Client or the Therapeutic Coach may terminate this Agreement at any time.

If the Client has purchased a One-Off Therapeutic Coaching Session on an 'as and when' basis and terminates their coaching session and contract with ONE week (7days) in advance notice, a full refund will be provided. 50% of purchase price is only refundable within ONE week and 48 hours notice. If the Client provides less than 48 hours notice or is a "No-show", no refund will be provided (see "No-Show" Policy).

If the Client purchased a block programme, package or virtual retreat in full or payment plan, a full refund will only be available up to TWO weeks (14 days) from time of booking and the first coaching session. A 50% refund will be available up to 48 hours before the first coaching session. No refund will be made within the 48 hour period of notification of termination.

If the Coaching Service has already commenced, product information has been provided to the Client from the Coach and has already completed the 14 day cooling off period, then no refund will be provided.

If the Client has purchased an on-site Therapeutic Retreat Package in full or payment plan, refunds will only be based around the venue's cancellation and refund policy, deposits taken for the retreat may or may not be refundable, this will be at the venue's policy. The information regarding the on-site Therapeutic Retreat terms and conditions will be provided upon the offer of such a Retreat Package.

#### **7) "No-Show" Policy**

Clients who are not present after 10 minutes of the session call/meeting's scheduled starting time are considered a "No-Show". The session call/meeting will not commence and will be terminated. If a Client is a "No-Show" without prior notification, the Coach reserves the right to terminate the

agreement without refund. If the Client arrives late (within 10 minutes) of a session call/meeting starting, if the Client is happy to continue the session will still commence and end at the appointed time at the Coach's discretion.

For Group session calls/meetings, for respecting other clients within the meeting, Clients who are more than 10 minutes late to group sessions will not be let into the room. If a Client is late THREE times, this agreement will be terminated without refund. The Client will be notified on how many times it has occurred and then notified in writing after the third time. The Coach respects and understands that some situations cannot be helped and the continuation of the agreement and further session calls/meetings are at the Coach's discretion.

## **8) Confidentiality**

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognised privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent. Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach, without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach 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 the Coach in a timely manner.

When part of a Group Coaching session, Client agrees that whatever is raised and shared within a session stays within the group that attended at that time and is not shared outside the group. Group Coaching sessions are not recorded. At the beginning of each Group Coaching session this will be recontracted as a reminder.

## **9) Release of Information**

The Coach engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by ICF. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with ICF staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared. According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

If the Coach requires a recording of a session call/meeting for training purposes, the Coach will request consent from the Client and check prior to the session call/meeting, in writing via email and verbally before recording and then again verbally at the beginning of the recording. No recording will take place unless it has been agreed upon and consented by the Client within all these THREE stages.

## **10) Liability Waiver**

Caroline Garlick (Coach) bases their coaching, support, methods and knowledge from their completed/current qualifications, trainings and CCEs/CPDs such as: The Somatic Trauma Informed Coaching and Leadership CMI level 7 and ICF CCE accredited qualification, ICF Level 2 and ACCT Association for Coaching recognised Professional Coaching Diploma, ICF Level 2 (Pending) Therapeutic Coaching Diploma, Level 1 DISC Personality Profiling, Neurological levels - The Coaching Revolution ICF CCE.

With also the Coach's own life skills and experience from the Coach's 20+ years personal life and work experiences in trauma, mental health issues, health and social care in the community and from being a parent. As part of ICF membership requirements the Coach is required to keep up to date on CCE training and coach supervision. The Coach is NOT a medical professional or a registered psychologist or counsellor. For issues with medical or psychological gravitas, coaching is to be considered just that: coaching, rather than a medical or psychological diagnosis or directive. Before taking any action that could affect the Client's or Client's family's physical or psychological health, please consult with a medical professional. The Coach may help Clients process their thinking, feeling and behaviours but the Coach is not liable for the choices, actions, behaviours, mental or emotional states of the Clients that the Coach works with.

## **11) Limited Liability**

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

## **11) Entire Agreement**

This document reflects the entire agreement between the Coach and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

## **12) Dispute Resolution**

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

## **13) Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **14) Waiver**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

#### **15) Applicable Law**

This Agreement shall be governed and construed in accordance with the laws without giving effect to any conflicts of laws provisions.

#### **16) Binding Effect**

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns. The Client will provide a digital signature below in the form and by clicking the acceptance button you accept the Therapeutic Coaching Contract Agreement and Terms and Conditions of Service. You will receive an email confirming this along with a digital copy of this agreement.

Coach and Address: *Caroline Garlick,  
13 Gratrix Lane, Sowerby Bridge, Halifax, West Yorkshire, HX6 2AW*

Coach signature and date of signing/any updates:



09/03/2024