

Refocus ADHD Ltd. Coaching Terms and Conditions

Refocus ADHD Ltd, whose registered address is at 11 Queen's Gate Gardens, London SW7 5LY ("Refocus"), provides Coaching services to the Client subject to these terms and conditions ("the Terms"). The Terms shall remain as they are unless changes are agreed in advance, in writing. Any booking for a coaching session, made by the Client with the Coach, will be deemed acceptance of these terms and conditions by the Client.

Description of Coaching: Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximise personal and professional potential (the "Services"). 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.

1) Coach-Client Relationship

A. The Coach agrees to maintain the ethics and standards of behaviour established by the European Mentoring and Coaching Council ("EMCC") (A copy of the code is available for download here:

<https://emccdrive.emccglobal.org/api/file/download/Lt09zkFBBdd6FPMpT31q1Bzl3UKLmWftZLCbLprM>).

B. The Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the 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 Coach. The Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

C. The Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

D. The Client acknowledges that 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.

E. The Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders and that 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 Coach.

F. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the sessions.

G. If the coachee is under 18 the Client gives permission for Catherine Hudson or a coach associated with Refocus to work with their child/children and acknowledges that this may also involve discussion with third parties such as the school, tutors, medical professionals and therapists, as required.

2) Services

The Coach agrees to supply the Services, whether in person or via electronic means of communication (e.g. Zoom, Teams, telephone call), to the Client and the Client agrees to pay the Fee for them subject to these Terms. ("Fee" means the sum payable for the Services)

The exact date and time of our supply of the Services and of the amount of the Fee shall be agreed in advance between the Client and the Coach and shall be notified to the Client either by telephone or by email. The Coach will be available to Client by e-mail and voicemail in between scheduled meetings as defined by the Coach.

The Coach may also be available for additional time, per the Client's request on a prorated basis rate of (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours).

3) Schedule and Fees

An initial assessment session is up to one and a half hours and is payable in advance. Subsequent sessions are 55-minute session.

Double sessions of 1 hour 45 minutes can be booked as agreed.

During the process of the work, if work is required to be undertaken outside of the sessions (including telephone discussions with the Client or other appropriate party), a charge per fifteen minutes will be applicable.

Travelling time will be charged (unless the session is within 2 miles of the coach's home). Fees are set out in the attached Schedule.

Payment must be received before the initial session starts. Other work and telephone discussions will be invoiced close to or on the last day of the calendar month and payment is due within 3 days of the emailing of the invoice. Non payment within 30 days will result in an administrative charge of £25 per month to cover additional costs.

4) 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 EMCC 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.

Data is held for the purpose of the coaching process, in applicable circumstances, data will be passed to or shared with any school or institution or individual only with the consent, in the case of a child aged 15 or less, of a parent or, in the case of a student aged 16 or more, of that student.

5) Cancellation Policy

The Coach and Client agree to adhere to the arranged appointment times.

The Coach and the Client agree to begin and finish all appointments on time. If the Client is more than 10 minutes late to an appointment, the Coach will assume that the appointment is canceled and the Client will be responsible for the full coaching fee.

The Client agrees to cancel or reschedule an appointment at least 24 hours in advance, without a change fee. Any changes or cancellations within 24 hours are subject to a 50% cancellation fee.

6) Limited Liability

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 these Terms, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach for all coaching services rendered.

7) Severability

If any provision of these Terms 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 of these Terms is invalid or unenforceable, but that by limiting such Terms it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8) Waiver

The delay or failure of either party to exercise its powers, rights or remedies under these Terms 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 these Terms.

9) Force majeure

The Coach shall not be liable to the Client nor deemed to be in breach of these Terms by reason of any delay or failure to perform any obligations in relation to the Services, if the delay or failure was due to any cause beyond the Coach's reasonable control.

10) Applicable Law

These Terms shall be governed and construed in accordance with British law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule of Fees

| Activity | £ |
|--|---|
| Initial Session (90 minutes) | |
| Subsequent Sessions (55 minutes) | |
| Double sessions (1hour, 45 minutes) | |
| Work outside of sessions (per 15 mins) | |
| Travel time (per hour) | |

Privacy Policy

Refocus ADHD Ltd (The Company) will manage the information collected from or relating to the client being coached or discussed with great concern for privacy and confidentiality and in accordance with current professional and legal standards. Although the security of personal data has continuously been addressed by reference to the British Psychological Society's (BPS) Code of Conduct, the way the Company handles personal information has been strengthened and made more transparent by the provisions of the Data Protection Act 1998 and the General Data Protection Regulation (GDPR 2016) requirements.

The GDPR requires the Company to identify the legal basis upon which it processes personal data. The Company will store personal data shared for the purpose of coaching and will do so lawfully, fairly and in a transparent manner. As the client will reasonably expect, given the context and nature of the relationship, the Company will need to know who the client is. The intended purpose of processing this personal data is to assist the client using coaching methods. In so doing, the Company will only collect information that is relevant to the purpose of undertaking that task. The Company will reasonably require the following information:

- The client's name, address, contact number, and email address and the name, date of birth and address. This will be collected during an initial phone consultation or email exchange. The Company needs this information in order to communicate with the client so that it can inform the client about arrangements for an appointment.
- Some information about the purpose of the coaching requirement and the nature of the difficulties/concerns of the person or persons to be coached. The Company may also need other personal information that the client deems to be relevant to this process. It is important to have a full understanding about the purpose of the coaching requirement before proceeding and to gather background information, in order to tailor the sessions directly to needs and make sure it is purposeful and helpful.
- Completion of an Executive Functions questionnaire that covers a range of areas, such as the strengths and weaknesses.
- Information from third parties such as school reports or reports from other professionals, e.g. a Paediatrician, Speech and Language Therapist, Occupational Therapist or Clinical/Educational Psychologist.
- During the coaching process, the coach may collect data about attainments of the person or persons being coached for example, from cognitive tests and various literacy and numeracy assessments. The data will be collected on paper and on test record forms. There may also be assessments relating to attention, concentration, emotional well-being and behaviour (a child being assessed may be observed in class).
- All data will be stored securely in premises with an alarm system.
- Electronic information will be stored on a secure server.