



The terms and conditions below apply to all coaching provided by James Shoemark of Holyrood Coaching ("James") to any individual or organisation ("the client") and constitute the contract for the service to be provided by James for the client. The term 'coaching' used below means life coaching and business coaching.

In return for the fees payable by the client (or by a third party on their behalf), James agrees to provide the service as described below and in accordance with the terms and conditions set out below. The client agrees to pay fees for the service on the terms and conditions set out below (in situations where a third party pays the fees, the third party counts as an agent acting on behalf of the client).

The date that the first coaching session takes place shall be deemed the start date for the service. Where any client is unhappy with any of the terms and conditions, they can contact James to discuss any concerns and see if they can be resolved before the first coaching session. If these Terms and Conditions (T&C's) are not agreed to and signed below, participation by any individual in the first coaching session constitutes acceptance of these T&C's.

## Terms and Conditions

**Format of Sessions:** The normal coaching programme consists of seven sessions. The first and last sessions can be conducted face-to-face and the remaining over the telephone. Unless otherwise agreed, the client is responsible for telephoning James at agreed times. James is of course responsible for ensuring that he is available for the session at the agreed time.

**Dates and Times of Sessions:** The date and time of the first session and any subsequent session shall be agreed between James and the client by phone or email; James will confirm by email or letter if required. Session dates and times can only be altered in accordance with the section in these Terms and Conditions headed "Rearranging Sessions".

**Coaching programme fee:** James's current session and programme fees shall be conveyed to the client and agreed in advance. James will confirm the fees in writing, usually by email.

**Payment of fees for Life Coaching:** Fees are payable after Coaching Session 1, unless otherwise agreed.

**Payment of fees for Business Coaching:** Payment is allowable within 30 days on receipt of invoice. Interest charges may be levied for payment outwith the 30 days. Where James has not received any agreed payment in advance of a coaching session, James is not obliged to provide the session.

**Payment Methods:** Fees can be paid via [www.holyroodcoaching.co.uk](http://www.holyroodcoaching.co.uk) by debit or credit card using the Google Checkout or PayPal payments systems, by standing order, bank transfer or by cheque made out to James Shoemark and sent to 6 Abercorn Drive, Edinburgh, Midlothian, EH8 7JR. Where the client requests receipts, they will be sent by e-mail unless otherwise requested.

**Additional Sessions:** James may agree to provide additional coaching sessions after completion of the initial programme. These terms and conditions will apply to any additional sessions so provided and any pro-rata session fee will remain the same as originally agreed except where James notifies the client in

writing by letter or e-mail of a change to the Fee or to any other term or condition in accordance with the section in these terms and conditions headed "Variation of Terms and Conditions".

**Between Sessions:** James may assign the client tasks or exercises to complete before or between coaching sessions. There is no obligation on the client to complete these items of 'homework' or 'Home Actions', but not doing so may slow the client's progress in achieving their desired business or personal outcomes.

Where possible, clients are requested to submit any information requested by James relating to assignments at least 24 hours before the coaching session in which they are to be discussed. James will provide feedback on completed assignments during coaching sessions.

The client may contact James by phone or e-mail between sessions to seek clarification regarding anything arising from a coaching session or for administrative purposes, e.g. where a client needs to rearrange a coaching session or make a payment. Additional coaching can also be provided between sessions but there will be an additional charge for this. James will always advise a client in advance if the nature of a client's contact is likely to incur an additional charge and no such charges will be imposed without the client's agreement.

**Rearranging Sessions:** If a client needs to rearrange a coaching session, they should provide at least 48 hours notice. No refunds will be given to clients for unused coaching sessions unless 48 hours notice has been given. In exceptional circumstances, James may need to rearrange a coaching session. In those instances, he will also give the client 48 hours notice where practical.

**Confidentiality:** Personal information or business information supplied by clients in coaching sessions will be treated as confidential. It will not be disclosed to a third party without the client's prior permission; save where required by law or where action might be necessary to prevent harm to the client or someone else. As part of James's professional supervision, he will seek support regarding 'Themes' that arise during his coaching practice.

As part of the development of further accreditation with the International Coaching Federation (ICF), James is required to submit a log of client hours. Consequently, he will request that you sign an ICF Coaching Log Consent Form and provide basic contact details. The ICF may contact you to seek verification of the details in his Coaching Log

**Guarantee:** Any client who is dissatisfied with any life coaching session can ask for a full refund for that particular session. This will be given, if the request for a refund has been made within four weeks of completion of the life coaching session. If a client obtains a refund for a life coaching session in accordance with this clause, then the client and James each have the option to terminate this contract immediately, confirming such termination by email or letter. If either party does terminate this contract in such circumstances then James will have no obligation to provide any further coaching sessions to the client and the client will in turn be entitled to a full refund for any future coaching sessions for which they have already paid which are no longer to be provided.

**Early termination:** In exceptional circumstances, such as illness or unavailability due to bereavement or other commitments, inappropriate behaviour by the client, actual or potential conflict of interest, or other reasons, James can decide to terminate the service to the client early or refuse or be unable to provide further coaching sessions to the client. In such circumstances, the client will be given reasonable notice of

termination by James where practicable and will be refunded any advance payments made for coaching sessions not yet provided.

The client is entitled to terminate the service early at any time by giving written notice by email or letter, whether or not they are using the "Guarantee" clause above. Such notice will take immediate effect as soon as James receives it. In such circumstances, the client will be entitled to a full refund for any coaching sessions already paid for but not provided.

**Other Forms of Support:** If throughout the coaching programme it becomes apparent that other forms of support may be more appropriate for the client i.e. counselling, the client will be entitled to a full refund for any coaching sessions already paid for but not provided.

**Responsibilities:** James will seek to enable the client to improve their desired business or personal outcomes. Remarkable results can be achieved where clients follow a clear plan in a committed way. However, the client has sole responsibility for taking important decisions in their business or life. James has no liability for any loss incurred by any client, whether financial or otherwise, following commencement of coaching sessions, or for any perceived failure by the client, whether justified or otherwise, to achieve a material improvement in their desired business or personal outcomes.

**Variation of Terms and Conditions:** Where a coaching programme is agreed, any changes to these terms and conditions intended to take effect prior to the conclusion of the coaching programme will only have effect if agreed by both James and the client and confirmed by James in writing by email or letter. In other cases, James may change any of these terms or conditions including the fees by giving the client one week's notice in writing by letter or e-mail of the change(s). If following receipt of such notification of change, the client no longer wishes to proceed with further coaching sessions, they may withdraw from the service immediately by giving notice in writing by email or letter and they will then be entitled to a full refund of any fees paid in advance for coaching sessions not yet provided. Such notice will be effective on receipt by James.

**Governing Law:** Any contract is governed by the law of Scotland whose courts have exclusive jurisdiction in relation to any dispute, disagreement, proceedings or legal claim of any nature relating to the service provided or the contract.

**Testimonies:** James will ask you to provide a written or video testimony of how the coaching programme has helped you or your thoughts on James's abilities as a Coach for display on Holyrood Coaching's website. Your written permission will be required for this.

**Referrals:** James will also ask about other people you think would benefit from his coaching services and that you facilitate introductions to them.

**Feedback:** Feedback about this service is welcomed and can be given during a coaching session or by writing to James Shoemark at 6 Abercorn Drive, Edinburgh, Midlothian, EH8 7JR.

**T&C's Agreed between:** Holyrood Coaching and \_\_\_\_\_ Client  
(Please sign and bring to the first session or return by post)