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**Method and Terms & Conditions of Service**

**Clarity of method**

1. These terms and conditions herewith are for all coaching and online coaching provided by Gibson Consult Ltd (GC) to any individual or organisation (the client) and constitute the terms of a business between GC and the client.

2. GC will provide the service as described and in accordance with these terms and conditions, in return for the agreed client financial investment (or paid by a third party on their behalf). The client will pay in advance for the service, unless otherwise agreed. VAT invoices will be raised for all payments.

3. It must by be understood by the client that coaching or mentoring is not in anyway, counseling or therapy.

4. The client, or organisation funding the work will need to sign a contract with GC prior to the commencement of coaching.

**The process**

1. The amount and frequency of face-to-face or online sessions will be agreed at the outset between GC and the client. When no specific number is agreed sessions will be provided on a session-by-session basis with an agreed investment level for the client.

2. The plan should be mutually arranged between GC and the client. GC will recommend the frequency of sessions based on their professional assessment and the client’s requirements. This recommendation may be altered and adjusted throughout the journey in accordance with the terms set out in this agreement.

3. Once the first session has commenced, this will be the start of the service. The first session constitutes acceptance of these terms and conditions.

4. Full payment of the scheduled sessions is due before or at the first session, unless mutually agreed prior to the commencement date. Additional sessions can be arranged in due course.

5. The length of each session is usually one hour but this is flexible, and can be agreed between GC and the client at the commencement of the session. The client may be asked to carry out tasks in between sessions to enhance progress.

6. Sessions with the client and GC will normally be face-to-face (venue by mutual agreement) or online. Where coaching takes place at a venue, the client will be liable for any costs incurred by GC. Unless otherwise agreed, the client is responsible for proactively connecting with GC at specified times.

**Piece of mind**

1. GC and the client will be required to sign a confidentiality agreement at the outset of coaching. GC will respect the client’s privacy and will seek written permission before disclosing identity if required for publicity or promotion purposes.

2. Information supplied to GC by the client during coaching sessions will be confidential and stored in accordance with Data Protection Act 1998 and GDPR 2016.

3. Coaching and mentoring is confidential process. Conversations and any notes taken will not be shared with a third party except potentially in the following instances: A client gives permission for information to be shared openly. Information may be released for a criminal or civil proceeding in which the client is involved. If there is a concern for your wellbeing based upon any discussions or observations, and additional professional expertise (e.g. from the medical profession) is required.

4. GC may require that the client provide a contact name and telephone number, to be used in the event of an emergency.

**How it will work**

1. The client will be sent a questionnaire to investigate their current status, aspirations and goals. The client will be asked if they are ready to take action to make the necessary changes. When the agreement is signed, GC will assume the client’s readiness.

2. GC will seek to enable the client to set and achieve appropriate goals that will help to bring about desired outcomes. The client has sole responsibility for any decisions they may make following this work.

3. The client may contact GC by phone or email between sessions to share a success or seek clarification. Support between the sessions is an essential part of our process. GC will always advise a client in advance if the nature of a client's contact is likely to incur a charge.

4. GC has no liability for the client’s actions or any loss incurred, financial or otherwise. Any perceived failure by the client, whether justified or otherwise, to achieve an improvement in quality of life or to achieve their objectives or goals, is their sole responsibility.

**Sessions: attendance, alterations and timescales**

1. Sessions will be arranged at a mutually agreed time during the working day, Monday to Friday 8am to 6pm. Times can be booked outside these times or on weekends and bank holidays, by special arrangement and may incur an additional charge.

2. 48-hours notice is required by GC to amend or cancel a coaching session. After this time, the session will be chargeable at the contracted rate. Should GC need to change a timed session, GC will do everything possible to provide an alternative appointment for the client as quickly as possible.

3. If a client pays in advance they must take the session(s) that they have paid for within 2 months of the payment date. After this point funds are non-refundable.

**Delivery and feedback**

1. It is critical that preferences are established before or at the initial meeting. RA will discuss with the client their preferred type and delivery of coaching style.

2. The client has the right to talk openly and candidly with their coach, and the client is encouraged to discuss any concerns they have with GC on any area of the process. GC welcomes candid and honest opinion.

3. Client observations and feedback about GC work is encouraged and can be given during or after a session.

4. GC aims to provide the best service possible to its clients. At the end of the work, or series of sessions, the client will be invited to give feedback.

**Record keeping and deletion**

1. General Data Protection Regulations 2016 processes apply to all stored data and material within the GC environment.

2. All notes are strictly confidential and will be kept securely for 2 years before being securely destroyed. These notes will only be available to GC staff and made available to clients on request.

3. Any material gained through the sessions must not be reproduced or shared without prior written permission from GC.

**Termination**

1. In rare circumstances, such as bereavement, sickness, unprofessional or inappropriate behaviour by the client or actual or potential conflict of interest: GC may decide to terminate the service to the client early, refuse service or be unable to provide further coaching sessions to the client. In such a circumstances, the client will be notified in writing, wherever practicable. Any fees paid in advance (minus a 10% admin fee) may be made available in these very exceptional circumstances only.

2. Termination of their coaching contract by the client can be submitted in writing at any time. Any monies owed by the client at the time of cancellation will become due to GC at the cancellation date. Fees already received by GC are non-refundable.