

Coaching Disclaimer and Coaching Terms and Conditions

Angelle Scharbaai

In the spirit of good practice, when you are purchasing coaching services from I-MES you are asked to confirm that you have read and agreed to each statement below and that you wish to proceed.

All coaching services and communication, email or otherwise, delivered by myself, I-MES, as well as information on this website (www.imes.info) are meant to help you identify the areas in your life and in your thinking that may be preventing you from experiencing greater well-being and moving forward. Coaching is not a substitute for professional mental health care or medical care. As I see it coaching is meant to be done when major emotional and psychological wounds are already healing or healed.

The term 'coaching' as here used covers life coaching, personal coaching, executive coaching and business coaching for clients.

I-MES is continually striving to ensure the standard of service she provides to its clients remains excellent. At the end of the coaching process, or series of coaching sessions, the client will be asked to complete a feedback form.

COACHING DISLCALIMER

I understand that the coaching services I will be receiving from I-MES are not offered as a substitute for professional mental health care or medical care and are not intended to diagnose, treat, or cure any mental health or medical conditions. I also understand that my Coach is not acting as a mental health counsellor or a medical professional.

I understand and agree that I am fully responsible for my well-being during my coaching sessions, and subsequently, including my choices and decisions.

I understand that coaching is not a substitute for counselling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment, and I will not use it in place of any form of therapy.

I understand that all comments and ideas offered by I-MES are solely for the purpose of aiding me in achieving the defined goals I create with my Coach. I can give my informed consent, and hereby give such consent to I-MES to assist me in achieving such goals and understand that results are not guaranteed.

I understand that to the extent our work together involves career or business, I-MES is not promising outcomes included but not limited to increased clientele, profitability and or business success.

I understand that I-MES will protect my information as confidential unless I state otherwise in writing. If I report child, elder abuse or neglect or threaten to harm myself or someone else, I understand that necessary actions will be taken and my confidentiality agreement limited in this capacity. Furthermore, if I-MES is ordered by a court to provide information or to testify, she will do so to the extent the law requires.

I understand that the use of technology is not always secure, and I accept the risks of confidentiality in the use of email, text, phone, and other technology.

I hereby release, waive, acquit and forever discharge I-MES, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages I may claim to have or that I may have arising out of acts or omissions by myself or by I-MES as a result of the advice given by I-MES or otherwise resulting from the coaching relationship contemplated by this agreement.

I further declare and represent that no promise, inducement, or agreement not expressed in this agreement has been made to me to sign this agreement. This agreement shall bind my heirs, executors, personal representatives, successors, assigns, and agents.

TERMS AND CONDITIONS

The coaching schedule will be arranged between I-MES and the client and can be booked up to 6 months in advance. I-MES will recommend the frequency of coaching sessions based on a professional assessment of the client's requirements. This recommendation, or plan, is not binding and may be altered and adjusted throughout the coaching journey by mutual agreement, in accordance with the terms set out in this agreement.

The number and frequency of coaching session will be agreed at the start of coaching between I-MES and the client and confirmed by I-MES by email or written correspondence. Where no specific number is agreed sessions will be provided on a session-by-session basis.

In return for the fees payable by the client (or by a third party on their behalf), I-MES 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 to be the start date for the service. Where any client is unhappy with any of the terms and conditions, they can contact I-MES to discuss any concerns and see if they can be resolved before the first coaching session. Participation by any individual in the first coaching session constitutes acceptance of these terms and conditions.

FORMAT OF SESSIONS

Face to face (venue by mutual agreement), telephone coaching sessions (client calls coach); or another format where such is agreed. Unless otherwise agreed, for telephone sessions the client is responsible for telephoning I-MES at agreed times. I-MES is responsible for ensuring that she is available for consultation at agreed times.

The length of each session is as agreed between I-MES and the client before coaching sessions commence.

SESSION FEES

In accordance with I-MES's current per session fee or fee for a program of sessions, or any other such fee as shall be agreed and notified to the client. I-MES will confirm the fees in writing, usually by email, unless this is impractical. The number of sessions for which payment is required in advance will be agreed before coaching sessions commence.

ADDITIONAL SESSIONS

I-MES may agree to provide additional coaching sessions after completion of the initial agreed session(s). These terms and conditions will apply to any additional sessions so provided and the Per Session Fee will remain the same as originally agreed except where I-MES 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".

DATES AND TIMES OF SESSIONS

The date and time of the first session and any subsequent session will be agreed between I-MES and the client by phone or email and confirmed by I-MES by email or letter.

Sessions can only be rearranged in accordance with the section in these terms and conditions headed "Rearranging Sessions".

PAYMENT TERMS

Fees are payable in advance of each coaching session unless otherwise agreed (Business Coaching may allow for payment on receipt of invoice). Where payment has not been received by I-MES in advance of a coaching session I-MES is not obliged to provide the session.

Where payment is required on receipt of invoice rather than in advance, a charge may be levied for late payment.

BETWEEN SESSIONS

I-MES may assign the client tasks or exercises to complete between coaching sessions. There is no obligation on the client to complete these items of 'homework', but not doing so may slow the client's progress in gaining improved quality of life or achieving desired business or personal outcomes.

The client may contact I-MES 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. I-MES 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 I-MES may need to rearrange a coaching session. In those instances, she will also give the client 48 hours notice where practical.

Where a client pays for a session or sessions in advance, they must have the coaching session(s) that they have paid for within 6 months of the payment or their fee is forfeited.

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.

EARLY TERMINATION

In exceptional circumstances, such as illness or unavailability due to bereavement or other commitments, inappropriate behavior by the client, actual or potential conflict of interest, or other reasons, I-MES 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 a circumstance the client will be given reasonable notice of termination by I-MES where practicable and will be refunded any advance payments made for coaching sessions not yet provided.

RESPONSIBILITIES

I-MES will seek to enable the client to improve their quality of life or level of business success and to achieve their desired 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 life or business. I-MES 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 quality of life or business or to achieve their desired outcomes or goals.

VARIATION OF TERMS AND CONDITIONS

Where an Initial Number of Sessions is agreed, any changes to these terms and conditions intended to take effect prior to the conclusion of those Initial Number of Sessions will only have effect if agreed by both I-MES and the client and confirmed by I-MES in writing by email or letter. In other cases, I-MES may change any of these terms or conditions including the Per Session Fee 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 I-MES.

GOVERNING LAW

This contract is governed by the law of Curaçao 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.

FEEDBACK

Feedback about the service is welcomed and can be given during a coaching session or by writing to LMES to email imes.scharbaai@gmail.com or send to Zapotekenweg 6, Curaçao