

Terms and Conditions of Service

CLIENT DISCLAIMER

I understand that the services I will be receiving from Changing Lane 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 the 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 my Coach are solely for the purpose of aiding me in achieving the defined goals I create with my Coach. I have the ability to give my informed consent, and hereby give such consent to my Coach to assist me in achieving such goals. I understand that results are not guaranteed.

I understand that if accessing Workplace Wellness and/or HR Services provided by Changing Lane, that the service/advice provided is relevant to the information made available to Changing Lane at the time, and that any service/advice is given in good faith based upon the evidence provided by me, as the Client, to Changing Lane. I understand that if I chose not to take the advice provided that I do so at my own liability and risk, and Changing Lane will not be held liable. I accept I will be solely responsible for any action taken after the advice is provided and/or the service agreement ends.

I understand that Changing Lane will protect and retain my information as confidential data unless I state otherwise in writing. If I report child, or elder abuse or neglect or threaten to harm myself or someone else, I understand that necessary actions will be taken, and my confidentiality agreement is limited in this capacity. Furthermore, if Changing Lane is ordered by a court to provide information or to testify, they 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, WhatsApp, phone calls, Skype, Zoom and other technology.

DESCRIPTION

The services provided by Changing Lane is a partnership (defined as an alliance, not a legal business partnership) between Changing Lane and the Client.

Health Coaching is a collaborative conversation that aims to help you, the Client, gain clarity and insights. It is focused purely on your agenda. Coaching helps you discover the right way to progress, and by asking questions, helps you to find the right answers to act. Coaching is supportive and non-judgmental. You enter into coaching with the understanding that you are responsible for creating your own results.

Workplace Wellness programmes and HR Services will be provided as per the Client agreement and will be tailored according to the situation and Client requirements.

The HR Service provided will be legally compliant, professional and relevant to the service being commissioned.

RESPONSIBILITIES

Changing Lane agrees to maintain ethics and standards of behaviour in alignment with the UK & International Health Coach Association (UKIHCA) for Health Coaching and Workplace Wellness services and the Chartered Institute of Personnel (CIPD) for HR Services provided.

In respect of Coaching, the Client is responsible for creating and implementing their own physical, mental and emotional well-being, decisions, choices, actions and results. As such, the Client agrees that the Health Coach is not and will not be liable for any actions or inaction, or for any direct or indirect result of any services provided by the Health Coach, whether provided in the capacity of individual coaching, group coaching and/or Workplace Wellness programmes. The Client understands coaching is not therapy and is not a substitute for therapeutic services if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

The Client understands that coaching is not to be used as a substitute for professional advice by legal, mental, medical or other qualified professionals and will seek independent professional guidance for such matters. If the Client is currently under the care of a mental health professional, the Health Coach will recommend that the Client inform the mental health care provider and the Client may need to have a referral letter from their health care provider before coaching can commence.

In respect of HR Services, the Client is responsible for implementing the guidance and advice provided where applicable. Changing Lane is not responsible for the decisions made by the Client and will not be liable for actions or inaction, unlawful decisions, or for any direct or indirect response to advice provided. The Client accepts that advice provided is limited to 'advice' and that decisions and actions taken are the Client's responsibility and as such the Client is liable for any consequences.

The Client agrees to communicate honestly, act with integrity, be open to feedback and assistance, and create the time and energy to participate fully in the services provided by Changing Lane.

SERVICES

The coaching schedule and/or services provided will be arranged and agreed between Changing Lane and the Client. Changing Lane will recommend the frequency of coaching sessions, Workplace Wellness programme and/or HR Service that best meets the needs of the Client based on a professional assessment of the Client's requirements. This recommendation, or plan, is not binding and may be altered during the relationship by mutual agreement, in accordance with the terms set out in this agreement.

In respect of Health Coaching, the Coach will be available to the Client by e-mail and/or WhatsApp in between scheduled sessions as defined by the Coach. The Coach may also be available for additional time, at the Client's request and as agreed by the Coach (for example, reviewing documents, reading or writing reports, and engaging in other Client-related services outside of coaching hours).

In respect of Workplace Wellness and HR Services, Changing Lane will be available via email and/or phone during the period of engagement with the Client. The format, frequency of meetings and location will be agreed as part of the service agreement between Changing Lane and the Client.

Changing Lane may agree to provide additional coaching sessions or services after completion of the initial agreement. These terms and conditions will apply to any additional sessions or services provided and the associated fees will be agreed between both parties before progressing. Any changes agreed, if previously confirmed in writing, will represent a variation to the arrangement in accordance with the section in this document titled "Variation of Terms and Conditions".

Where any Client is unhappy with any of the terms and conditions set out in this document, they can contact Changing Lane to discuss this further to see if the matter can be resolved before the service start. Participation by the Client, and any representative of the Client, in the first coaching session, Workplace Wellness programme and/or HR service delivered will constitute acceptance of the terms and conditions set out in this document.

SCHEDULE AND FEES

The schedule (including the number and frequency of sessions and/or service being provided) and the fees due from the Client, will be agreed upon by the Client providing consent and agreement to use the services provided by Changing Lane. This signed consent is the start of the agreement between Changing Lane and the Client.

The date that the first coaching session, Workplace Wellness programme and/or HR Service takes place shall be deemed to be the start date for the service provision being agreed.

In return for the fees payable by the Client (or by a third party on their behalf), Changing Lane agrees to provide the service as described in the service agreement and in accordance with the terms and conditions of service set out in this document. The Client will confirm their agreement by giving their consent to proceed.

PROCEDURE

The timing of the service and/or location, will be determined by Changing Lane and the Client based on a mutually agreement and relevancy to the type of service purchased.

For Health Coaching, the Coach will initiate individual coaching session online via Zoom in most scenarios. Where applicable to Workplace Wellness services the format, timing and location of the service to be delivered will be agreed with the Client in advance and form part of the service agreement.

HR Services will be reviewed in the same way and can be delivered online or in person as relevant the service required.

BETWEEN COACHING SESSIONS

The Health Coach 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 outcomes.

The Client may contact the Health Coach by phone, WhatsApp 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 or support work can also be provided between sessions but there will be an additional charge. The Health Coach 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 consent.

CONFIDENTIALITY

Health Coaching services provided by Changing Lane, as well as all information (documented or verbal) that the Client shares with the Health Coach as part of this relationship, is bound to confidentiality by the UKIHCA Health and Wellness Coaches Scope of Practice but is not considered a legally confidential relationship (like in Medicine or Law). The Health Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Health 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 Health 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 Health Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Health Coach without use of or reference to the Client's confidential information; or (e) that the Health Coach is required by law to disclose.

According to the ethics of health coaching, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and further coaching professional development and/or consultation purposes.

A health coaching session may at times be recorded. Such recordings are used for training and development purposes only and your anonymity will be preserved. Before sharing any of your session recordings with a coaching mentor, supervisor or assessor, your written consent will be sought first. You may also request a copy of any coaching session recordings at any time, and if a recording of that session has been made, it will be made accessible to you.

CANCELLATION AND LATENESS POLICY

The Client agrees that it is the Client's responsibility to notify Changing Lane at least 24 hours in advance of the scheduled call, meeting or service being delivered, if the Client cannot attend the planned session. If applicable, the Client will be billed for a missed session if the Client does not turn up or hasn't rescheduled in accordance with the Cancellation and Lateness Policy defined in this agreement. If the meeting/session was scheduled online, the Coach will wait for 15 minutes before the Client is noted as 'non-attendance'.

PAYMENT TERMS

Fees can be paid online or by bank transfer. Where receipts are requested by the Client, they will be sent by e-mail unless otherwise requested.

Fees are payable in advance at the time of booking and only on receipt of payment in full is a booking confirmed, unless otherwise agreed. Where payment has not been received by Changing Lane in advance of the commencement of the service being provided or in accordance with service agreement, Changing Lane is not obliged to deliver the service.

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

Where a Client pays for a coaching 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.

REFUNDS

There are no refunds offered for any service provided by Changing Lane if cancelled within 24 hours of the planned delivery of the service.

If the Client wishes to make a change to the planned service agreement or an individual session in advance then the Client may contact Changing Lane to discuss how to reschedule the service. If there are a number of coaching sessions/services left to use within the service agreement these must be used within 6 months of the start date of the service agreement.

TERMINATION

Either the Client or Changing Lane may terminate the service agreement at any time with one week's written notice.

VARIATION OF TERMS AND CONDITIONS

Where an initial number of coaching sessions or service is agreed upon, any changes to these terms and conditions intended to take effect prior to the conclusion of the agreed service being delivered, and any variation to the original arrangement, will only be effective if mutually agreed by both the Changing Lane and the Client.

Changing Lane may change any of these terms or conditions, including the session fee and frequency, by giving the Client one week's notice in writing by email of the change(s). If following receipt of such notification of change, the Client no longer wishes to proceed with the service provided by Changing Lane, they may withdraw from the service immediately by notifying Changing Lane by email. The Client will receive confirmation from Changing Lane by email of the changes or termination of the service agreement, and they will then be entitled to a full refund of any fees paid in advance for services not yet provided.

GOVERNING LAW

This contract is governed by the law of England whose courts have exclusive jurisdiction in relation to any dispute, disagreement, proceedings or legal claim of any nature relating to the services provided or the contract.

FEEDBACK

Feedback about the Changing Lane is welcomed and can be given at any point or by emailing: support@changinglane.co.uk

LIMITED LIABILITY

Except as expressly provided in this agreement, Changing Lane makes no guarantees or warranties, express or implied. In no event will Changing Lane be liable to the Client for consequential or special damages. Notwithstanding any damages that the Client may incur, Changing Lane's entire liability under this agreement, and the Client's exclusive remedy, will be limited to the amount paid by the Client to Changing Lane under this agreement for all services rendered up until the termination date.

This is the entire agreement of the parties and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.