

Coaching Agreement

Coaching process

1. "Coaching" is a Professional-Client relationship that is designed to facilitate the creation/development of personal or professional goals, explore challenges/ blocks, explore the mind, beliefs, perceptions and limitations, relationships to self and others and overall wellbeing. To develop and carry out methods to integrate new levels of awareness and perception into a clients everyday life and wellbeing.
2. Coaching is a comprehensive process that may involve discussion of all areas of my life, including work, health, relationships, education and recreation. Deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively a clients responsibility.
3. Coaching may address specific personal projects, or general conditions in a client's life or profession. Other coaching services may include value clarification, brainstorming, identifying modes of action or of operating in life, asking clarifying questions, and making empowering suggestions for action. Throughout the working relationship, clients understand the coach will engage in direct and personal conversations.
4. Successful coaching requires a co-active, collaborative approach between client and coach. In the coaching relationship, the coach plays the role of a facilitator of change, but it is the client's responsibility to enact or bring about the change.

Coaching is not therapy or treatment

5. Coaching does not involve the diagnosis or treatment of mental disorders as defined by national guidelines and diagnostic criteria within the responsible professional body e.g Royal College of Psychiatrists.
6. Coaching with Dr Kim does not involve the diagnosis or treatment of medical/ physical disorders as defined by national guidelines and diagnostic criteria. This coaching does not offer any form of medical assessment, diagnosis or treatment plan and does not include private medical services.
7. Coaching is not a substitute for:
 - a. counselling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment;
 - b. any medical investigation, diagnosis or treatment; or
 - c. Other professional advice by legal, financial, business, spiritual or other qualified professionals.
8. Dr Kim Wilson is happy to explain anatomy/ physiology/ medical terminology as it relates to understanding gut health, impact of food, movement, sleep, meditation and stress on the body to help clients understand their own bodies and take personal responsibility for their health decisions and lifestyle.
9. Clients are encouraged and recommended to discuss all and any concerns regards their physical health with their own medical practitioner, any decisions taken following coaching and clients accept full responsibility for doing this.

Personal Responsibility

10. Clients are solely responsible for creating and implementing my physical, mental and emotional well-being, decisions, choices, actions and results arising out of or in connection with the coaching relationship, coaching sessions and interactions with Dr Kim. As such, clients agree that Dr Kim and the coach are 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 Dr Kim.

Use of your Sensitive Data



Sensitive Data (known as Special Categories of Personal Data) includes details about race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data).

When providing coaching services, workshops and sessions, it is likely that sensitive personal data will be shared by you and processed by Dr Kim when providing our services. For example, you may discuss health, mental health, relationship or religious beliefs with one of Dr Kim's coaches.

We rely on your consent to process this sensitive data and more information on how we process personal data and keep it secure can be found in our Privacy Policy



Terms of service

DEFINITIONS

The following terms apply in these Terms of Service: " Client/you/your" refers to the client and any agent acting on the client's behalf. The term "session" refers to the 1:1 coaching session between client and Dr Kim Wilson. The term "scope" refers to the agreed scope of coaching package and service which you are purchasing under this agreement. The terms "Dr Kim" refer to the company Dr Kim Wilson Coaching Ltd. The terms "agreement" and "contract" refer to this agreement between the parties.

1) Bookings and discovery session

You will be required to complete Dr Kim's discovery form (as made available by Dr Kim) prior to agreeing a coaching service under this agreement. This information is requested so that Dr Kim can accurately review your coaching needs and suitability for the service.

At your request, an initial, discovery session of around 30-45 minutes in duration can be arranged, during which time your needs and aspirations can be discussed, alongside understanding suitability for the coaching service.

For confirmation, Dr Kim is not obliged to take on any client and we reserve the right to refuse to progress any enquiries or discovery sessions.

2) Entering this agreement

If both you and Dr Kim agree to proceed with the booking, then the coaching package and service details will be set out in the scope above and you will be required to sign this agreement. Once signed, this agreement cannot be ended (terminated) for convenience and both parties will be tied in for the full coaching package and duration set out in the scope, unless termination is otherwise permitted under section 13 (Termination).

3) Fees:

The client must pay the fees set out in the scope in accordance with the payment terms detailed. If no payment terms are confirmed then all fees are payable by bank transfer within 7 days of the date of invoice. In situations where a 3rd party pays the fees, the 3rd party acts as an agent acting on your behalf.

The total fees must be paid for in full, in advance of the coaching beginning, unless otherwise specified in the scope. Where payment has not been received as agreed, in advance of any scheduled session, then Dr Kim Wilson is not obliged to provide the session or other support services until payment of fees is brought up to date.

Up to a maximum of 3 additional appointments can be scheduled as needed, subject to Dr Kim's agreement and payment by the client of the additional session fees as set out in the scope.

4) No Refunds

Once the agreement has been signed, the client is committed to your coaching session and program. This is to ensure you stay committed to your journey and yourself. Therefore, no refund of fees paid will be given.



Please note that if Dr Kim has agreed for the fee to be paid in instalments, then if the client ends the sessions and terminate this agreement early, you will still be required to pay the remaining fees payable for the rest of the purchased coaching package, as per the scope.

However, in exceptional circumstances, as outlined in section 13 (Termination) of this agreement, refunds or partial refunds may be applied.

5) Services and getting started

In exchange for the fees payable, by the client, Dr Kim Wilson agrees to provide the services, including the scheduled sessions, for the duration set out in the scope, as described and in accordance with this agreement.

Clients may contact Dr Kim any time prior to the first session to discuss any queries on the coaching service, or any of these terms.

6) Coaching Schedule

The coaching session schedule will be arranged between Dr Kim and the client, and can be booked up to 3 months in advance.

The number and frequency of coaching sessions are specified in the scope. Any changes to this will need to be agreed between Dr Kim and the client and confirmed in writing by email or written correspondence.

7) Format and length of Sessions

The sessions will be provided between the client and nominated coach via remote video calls. There is an option for sessions to be recorded, at the client's request. Whilst not a requirement, this can prove a valuable resource to review the session and clients can receive an audio/ visual recording, AI summary and or transcript of the session on request, at no extra charge.

In circumstances that inhibit/ reduce quality or availability of internet connection, sessions can be done over the **telephone**.

For local clients (within 5 mile radius of Dr Kim's registered address), sessions can, on occasion, be conducted in a client's home or a mutually agreed private location. This will be agreed upon in advance by both parties, in writing, to facilitate a face to face coaching session where this is deemed appropriate and conducive by Dr Kim. Dr Kim reserves the right to decline such requests if not deemed conducive, appropriate or safe.

Length of sessions is not fixed as this is dependent on the topic being explored, and whether somatic work (body work) is involved. Sessions, on average, last up to **90 minutes** (but this is an indicative only and can be a little longer/ shorter depending on the above factors). Additional Health Coaching sessions usually last for around 45-60 minutes.

8) Between Sessions

Dr Kim provides individualised remote support between sessions at our discretion, which may include recommendations, meditations or exercises to complete *between* coaching sessions. There may also be podcast listening or reading recommended for you to undertake.

There is no obligation to complete these additional support items, but not doing so may slow client progress in gaining improved quality of life or achieving desired personal outcomes.

As part of the individualised support, Clients are able to contact the nominated coach between sessions with questions, challenges, breakthroughs or shifts. All communications will be remote, via WhatsApp, Voxer or email with text voice or video messaging also permitted (with a standard limit of 3 minutes for a message). Dr Kim/our coaches will always endeavour to respond within 24-48 hours on Monday to Friday. If, in exceptional circumstances this is not possible, this will be



communicated clearly and recommendations sent. In emergencies, communications may be permitted at weekends and public holidays, but Dr Kim and our coaches make no guarantee or commitment as to availability or responses during these times.

The client acknowledges they will not share, convey, transfer or disseminate any recommendation either written or verbal, provided by a coach without Dr Kim's consent.

The client will also benefit from free, priority access to any remote workshops Dr Kim offers whilst the services are ongoing under this agreement.

9) Re-scheduling Sessions

The client is required to attend the session on the agreed date and time. Failure to attend at the agreed time for coaching may result in the session being shorter/ limited or lost completely.

All requests to reschedule must be made with at least 24 hours' notice prior to the scheduled session. Rescheduling requests should be made by contacting Dr Kim's nominated coach via Vox or WhatsApp.

If the request to reschedule is made with less than 24 hours' notice, the scheduled session will be lost but remains chargeable. If the Client is experiencing an emergency affecting their attendance, then Dr Kim may take this account and make available a session which would otherwise be lost, however, this will be at Dr Kim's sole discretion.

All sessions must be used within 6 months of the later of (i) original scheduled date; or (ii) the payment of related fee, or the schedule will be lost but remains chargeable.

Whilst Dr Kim will make all reasonable efforts to not reschedule sessions, in some circumstances, including as absence or ill health of a coach, technology and systems failures, or other unforeseeable circumstances, rescheduling may be unavoidable. In such circumstances any rescheduled sessions will be retained by the client for future use and will be rescheduled at the earliest opportunity suiting both Dr Kim and the client.

10) Health pause

In exceptional circumstances in support of any physical, mental health or related conditions which the client may be experiencing, Dr Kim may offer to pause coaching, at our discretion, for a period of up to 6 months. Dr Kim reserves the right to decline such requests if not deemed appropriate, conducive or valid.

11) Privacy:

The client can, at any point in the coaching session, declare your preference not to discuss a specific issue, by simply stating that you would rather not discuss this issue. Dr Kim and our coach agree to respect this boundary and will not attempt to forward the conversation further along those lines.

Dr Kim will process all personal data received from the client in accordance with Dr Kim's privacy notice, available [here](#).

12) 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. 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 recognized privilege. Dr Kim agrees not to disclose any information relating to the client without your written consent, unless for safeguarding reasons or otherwise required in law (for example having an intention to seriously harm someone, or in connection with terrorism offences and child abuse offences).



Dr Kim and our coaches will not disclose the client's name as a reference without your consent. If you wish for Dr Kim as your coach to speak to someone outside our interactions, then you need to provide written permission (original letter or email) to do so.

It is also important to note that in some situations, it is important to be aware of the use of technology in that for some clients, there is a risk in using certain media such as the internet and mobile phones. If the client uses these to communicate with Dr Kim, then we will assume that it is appropriate to communicate with you via the same channels.

13) Termination

Coaching services will continue for at least duration of the contracted period set out in the scope. Any early termination will not impact the fees payable, including all remaining fees due for the rest of the purchased coaching package under this agreement, as per the scope. Such remaining fees will become immediately payable on termination.

In exceptional circumstances, such as illness or unavailability due to bereavement or other commitments the client may request early termination of this agreement. Dr Kim will consider such requests as deemed reasonable in the circumstances, but we are under no obligation to agree to such early termination and reserve the right to charge all fees which would otherwise be payable if the agreement continued for the duration set out in the scope.

Dr Kim reserves the right to terminate this agreement and the coaching sessions at any time and without liability, in the event of inappropriate behaviour by the client, safeguarding or legal requirements, actual or potential conflict of interest or other material reasons affecting the integrity of the coaching relationship. In these circumstances, Dr Kim Wilson may decide to terminate the service early or refuse or be unable to provide further coaching sessions to the client. In such a circumstance, the client, where practicable, will be given reasonable notice of termination by Dr Kim Wilson and will be refunded any advance payment for coaching sessions not yet provided.

Dr Kim may terminate this agreement in the event any fee remains unpaid by the client more than 30 days after the date of invoice or otherwise having been requested to make payment in writing.

14) Limited Liability

Except as expressly provided in this Agreement, Dr Kim makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services. In no event shall Dr Kim, or our coaches, be liable to the client for any unforeseeable, indirect, or other losses or damages which would not reasonably be anticipated by Dr Kim and the client at the time we enter this agreement. In any event, for any damages or losses that the client may incur, Dr Kim's entire liability under this agreement, and the client's exclusive remedy, shall be limited to the amount actually paid by the client to Dr Kim under this agreement for all coaching services rendered through and including the termination date.

Dr Kim confirms that appropriate professional indemnity insurance will be maintained at all times when performing the services.

Nothing in this clause is intended to, nor shall, limit or exclude any liability which cannot be excluded in law.

15) Entire Agreement

This document reflects the entire agreement between Dr Kim and the client, and the understanding of coaching services to be provided. This agreement supersedes all prior written and oral representations. The agreement may not be changed or varied except by written agreement between Dr Kim and the client.

16) Severability



If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

17) Waiver

The failure of either party to enforce any provision of this agreement shall not prevent either party from later enforcing that provision or right. Waivers will only be valid if given in writing.

18) Applicable Law & Jurisdiction This agreement is governed by English law and wherever the client lives you can bring claims against Dr Kim in the English courts. If you live in Wales, Scotland or Northern Ireland, the client can also bring claims against us in the courts of the country you live in. For United Kingdom residents, Dr Kim can claim against the client in the courts of the country you live in. If the client lives outside of the United Kingdom, then claims must be brought in English Courts, unless applicable law in your country explicitly provides otherwise.