

# DIANA HAYES

## Booking

## Terms and Conditions

✉ [dianavhayes@gmail.com](mailto:dianavhayes@gmail.com)

👤 January 2025

🌐 [dianavhayes.com](http://dianavhayes.com)

### 1. Coach-Client Relationship

1.1 The Coach agrees to maintain the ethics and standards of behaviour established by both the International Coaching Federation and the the European Coaching and Mentoring Council. We recommend that the Client review the ICF Code of Ethics and the applicable standards of conduct.

1.2 The Client is solely responsible for creating and implementing their physical, mental and emotional well-being, decisions, choices, actions and results arising out of, or resulting from, the coaching relationship and their coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions, inaction, or for any direct or indirect result of any services the Coach provides. The Client understands coaching is not therapy and does not substitute, prevent, cure, or treat any mental disorder or medical disease.

1.3 The Client acknowledges that they may terminate or discontinue the coaching relationship anytime.

1.4 The Client acknowledges that coaching is a comprehensive process involving different areas of their life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporating coaching principles into those areas as well as implementing choices is exclusively the Client's responsibility.

1.5 The Client acknowledges that coaching does not involve diagnosing or treating mental disorders (as defined by the American Psychiatric Association or the British Psychiatric Association).

1.6 The Client acknowledges that coaching cannot be used as a substitute for counselling, therapy, mental health care, substance abuse treatment, or other professional advice by medical or other qualified professionals.

1.7 It is the Client's responsibility to seek such independent professional guidance as needed. If the Client is currently under the care of a mental health professional, then we recommend that they inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

1.8 The Client is asked to attend their sessions free from the effects of alcohol and non-medical drugs. If the Client appears to be under the influence of such substances, the Coach obtains the right to refuse to continue the agreed session.

1.9 Threatening, abusive or violent behaviour will not be tolerated and will lead to the termination of the agreed contract with the Client.

1.10 The Client understands that to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and create the time and energy to participate fully in the program.

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### 2. Services And Cancellations

2.1 Each session will begin and end on time. If Clients arrive late, the session will still end at the normal, agreed time, and the full agreed fee will be charged.

2.2 Sessions missed due to arranged leave by the Coach, the Client will not be charged.

2.3 Payment for the sessions is due 24 hours in advance of the session. The session will not take place if the payment is not received prior to the session.

2.4 The notice period for cancelled sessions is 24 hours and Clients will not be charged for any sessions that fall within this notice period.

2.5 Any session cancelled with less than 24 hours notice or missed without notification will be charged the full agreed amount.

2.6 If the coaching session is cancelled due to illness or any other unforeseen event by the Coach Clients will be informed as soon as possible and will not be charged.

2.7 The Client or the Coach may terminate this Agreement at any time with 24 hours notice. The Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

### 3. Schedule And Fees

3.1 The fee varies depending on the package booked and the session length. These are agreed upon before the first coaching session.

3.2 The coaching sessions shall be no longer than 120 minutes and no less than 30 minutes.

### 4. Refunds

4.1 We only offer refunds for services that are unable to be fulfilled or where services are not meeting the agreed-upon specifications. Services must not have been fully performed or completed within the contracted agreement.

4.2 Refunds requests must be submitted to [diana@dianavhayes.com](mailto:diana@dianavhayes.com) where a member of the team will review your request and if approved provide instructions for the refund process.

4.3 Refunds will be processed using the original payment method, unless otherwise specified. Please allow 14 days for the refund to be reflected in your account.

### 5. Procedure

5.1 The time of the coaching meetings and/or location will be agreed upon by the Coach and the Client based upon a mutually agreed time.

5.2 For online sessions, the Coach will set up a video appointment, and details will be emailed to the Client via the website booking system.

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### 6. Confidentiality And Data Protection

6.1 The Coach is a member of The International Coaching Federation (ICF) and abides by the code of ethics and conduct. The coach is currently enrolled on the ICF accredited courses for the Life Coaching Diploma and the Coaching in Education programs at The Coaching Academy. And is also enrolled on the ICF, Chartered Institute of Management and CPD accredited course in Somatic Trauma Informed Coaching and Leadership at the School of Trauma Informed Positive Psychology. The coach is also enrolled in professional supervision with the Neruodirections network of coaches.

6.2 However, the Coach-Client relationship is not considered legally confidential (unlike the medical and legal professions). Thus, communications are not subject to the protection of any legally recognised privilege.

6.3 The Coach agrees not to disclose any information about the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

6.4 The coaches will receive regular supervision for discussing and monitoring the coaching work. During supervision sessions, due diligence is taken to keep the Client's identity confidential.

6.5 With the provision of children and young people's coaching, the child is the 'Client', and coaching sessions will remain confidential between the child and Coach.

6.6 Brief notes of sessions will be kept and these will be kept securely in compliance with GDPR.

6.7 Where the Client is under 18 and discloses information that raises serious and immediate concerns for their well-being and safety, the Coach has a duty of care to break confidentiality and share this with their legal guardian or another appropriate person. The Coach will discuss this with the Client in the first instance where possible.

6.9 Where there is an adult safeguarding issue the Coach has a duty of care to raise the concern in the first instance with the Client and where appropriate report their concerns to the relevant service.

6.9 Confidential information does not include information that:

- was in the Coach's possession before its being furnished by the Client;
- is generally known to the public or in the Client's industry;
- is obtained by the Coach from a third party, without breach of any obligation to the Client;
- is independently developed by the Coach without the use of or reference to the Client's confidential information or
- the Coach is required by statute or by court order to disclose;
- is disclosed to the Coach, and as a result of such disclosure, the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others;
- involves illegal activity.

6.10 The Client acknowledges their obligation to promptly raise confidentiality questions or concerns with the Coach.

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### 7. Limited Liability

7.1 Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied, concerning the coaching services negotiated, agreed upon and rendered.

7.2 In no event shall the Coach be liable to the Client for any indirect, consequential or special damages.

7.3 Notwithstanding any damages the Client may incur, the Coach's entire liability under this Agreement. The Client's exclusive remedy shall be limited to the amount paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

### 8. Entire Agreement

8.1 These terms and conditions reflects the entire Agreement between the Coach and the Client and reflects a complete understanding of the parties concerning the subject matter.

8.2 This Agreement supersedes all prior written and oral representations.

8.3 The Agreement may not be amended, altered or supplemented except in writing, signed by the Coach and the Client.

### 9. Dispute Resolution

9.1 If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 60 days after the notice is given. If the dispute is not resolved, and in the event of legal action, the prevailing party shall be entitled to recover the solicitor's fees and court costs from the other party.

### 10. Severability

10.1 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.

10.2 Suppose the Court finds that any provision of this Agreement is invalid or unenforceable but that limiting such provision would become valid and enforceable. In that case, such provision shall be deemed to be written, construed, and enforced as so limited.

### 11. Waiver

10.1 The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

### 12. Applicable Law

This Agreement shall be governed and construed following the laws of the United Kingdom, without giving effect to any conflicts of the law's provisions.