



Coaching contract

Between Pat Kirby (Coach) and **xxx xxx** (Client)

For the Triumph over Type 2 programme.

We agree to the following:

Investment

1. The programme costs £2,500, if paying a single payment at time of enrolment.
2. Instalments may be paid if preferred, prior to weeks 1, 4 and 9. Each payment will be £1,000, making a total programme cost of £3,000.
3. Payments can be made by credit card via Square, or (for UK clients) BACS.
4. If paying by credit card, you give me permission to automatically charge your credit card as payment for your programme without any additional authorization, and you will receive an electronic receipt.
5. If payment is not received by the date due or there is a problem with the payment transaction or method, you will be notified by e-mail and then have a 3-day grace period to make the payment following the due date, otherwise your programme will be put on hold. If no payment is made by the close of the 3-day grace period, the programme will automatically terminate, and you will no longer be granted access.
6. It is my intention for you to be happy with your Program. However, because I have invested considerable time and effort in your program, if you decide to withdraw at any time for any reason, no refunds will be provided.

Programme of sessions

7. An initial discovery on-line conversation will take place to determine whether the programme is appropriate for you. This is a no-cost, no-obligation session.
8. The programme lasts for 12 weeks
9. You will receive a module at the start of each week, by email. It will help if you have completed the module before the proceeding coaching session, but it is not essential.
10. You will have access to a secret Facebook group where you can converse with other current programme members there may be. (Numbers will always be limited as this programme is very exclusive.)

11. Each week you are entitled to a 50-minute one-to-one coaching session via Zoom. (Skype or Messenger can be used instead if necessary)
12. You are strongly advised to book your 50-minute coaching sessions as soon as possible to ensure that slots are available at good times for you. Do this via Acuity: <https://patkirbycoaching.as.me/?appointmentType=4342760>
13. You may change any appointment up to 24 hours in advance, via Acuity. More than one cancellation made less than 24 hours in advance may result in your removal from the programme due to the inconvenience and expense I will bear as a consequence.
14. If you need to miss a one-to-one coaching session, and cannot find a convenient replacement time in my schedule, additional support by email can be mutually arranged. Ad hoc support will also be available via a secret Facebook group. No refunds are offered if you do not manage to book in all 12 of your 50-minute one-to-one sessions during the course of the programme. It is your responsibility to make the bookings.
15. You may contact me by email at support@patkirbycoachingservices.com.

Coaching environment

16. To benefit fully from the face-to-face coaching sessions, you must ensure you chose an environment that is free of distraction and interruption. Public spaces are fine for face-to-face sessions, providing no friends, family or colleagues are in the vicinity and that noise levels allow us to communicate easily.

Privacy and boundaries

17. You can, at any point in the coaching session, declare your preference not to discuss a specific issue, by simply saying so. I will respect this boundary and will not ask further questions along those lines.
18. The client/coach relationship is a professional one. Both parties are entitled to peace and privacy. You are free to message me by email or via Facebook or Messenger at any time if you need to; I will do likewise. Neither party, however, is obliged to respond until it is convenient for them, and should not be repeatedly messaged by the other party unless there is an emergency.
19. Email is the recommended form of communication for planned, relevant correspondence between sessions.

Expectations

20. See below:

You can expect from me...

I will expect from you...

• I will be ready at the appointed time for our weekly call	• You will log in for your weekly call at the appointed time
• I will listen to – and hear - you	• You will speak and contribute
• I will answer your questions	• You will answer mine
• I will not judge you	• You will not mislead me
• I will help you to plan what you need to do to be successful	• You will execute your plans in order to achieve success
• I will respect your position and opinion, even though it may not be reflective of my own journey	• You will respect my knowledge and experience, even if you chose not to follow it
• I will give you my full attention during our calls and whenever I am communicating with you	• You will give me your full attention during our calls and do your utmost to ensure you are not interrupted

Confidentiality

21. No personal information about you will be shared with anyone else for commercial reasons, or otherwise (but see point 22 below).
22. All your goals are strictly confidential.
23. Any notes that I make, and any information I hold on you (and is identifiable as such), will be stored securely only for as long as necessary (no more than 18 months after you complete your programme), after which point it will be destroyed. All identifiable client data will be handled in accordance to the Principles of the Data Protection Act 1998.
24. If I have any concerns about your wellbeing with which I am unable to assist, I will recommend you speak with someone else (depending on the issue) to help you further. I will signpost this if I am able, and feel adequately qualified, to do so.
25. I will only divulge required information to a third party where I am made aware of illegal activity or have reason to believe the you could be a danger to yourself or others.
26. I will always act and behave within the boundaries of the EMCC Global Code of Ethics for Coaches & Mentors 2016.
27. If you wish for me, in my capacity as coach only, to speak to someone else on your behalf, outside our person interactions, then I will need written permission before doing so.

Disclaimer

28. The success of all my coaching is entirely dependent upon you as the client, and all of my services come 'as is' with no warranties – implied or express – of any kind. Only by completing the agreed work and executing your plans can you expect positive results. Pat Kirby Coaching Services cannot be held responsible for any consequences of any actions taken by you following a session, sessions or programme of coaching. Equally, Pat Kirby Coaching Services cannot be held responsible for any outcomes that are a result of undisclosed information on your part or by you taking actions that contradict advice given to you by other sources.
29. I have no medical, psychiatric, legal or financial training or expertise, and at no time will I, nor do I, claim to supersede any advice given by: a doctor or any other qualified medical practitioner; a solicitor or other legal professional; accountant or financial advisor. I am not qualified to, nor will I, provide 'second opinions' on any aspect of health, finance, or the law.
30. It is my role to partner with you to provide ongoing support and accountability to meet your goals.

Intellectual property rights

31. I retain all ownership and intellectual property rights to the Program content and materials provided to you through the Program, including all copyrights and any trademarks belonging to me. The Program content and materials are being provided to you for your individual use only and with a single-user license which means that you are not allowed or authorized to share, copy, sell, post, distribute, reproduce, duplicate, trade, resell, exploit, or otherwise disseminate any portion of the Program or Program materials, electronically or otherwise, for business or commercial use, or in any other way that earns you money, without my prior written permission.

Any changes to this contract will be memorialised in writing. Signatures signify full understanding of all points above.

Pat Kirby.....

Date.....

[Client].....

Date.....