

# Terms of Service

## For coaching, courses and training courses with Simon Michaels or Mindful Work

When you purchase coaching or training services or courses from us you are agreeing to these terms.

All coaching services and communication, email or otherwise, delivered by Simon Michaels, Mindful Work or his associates, as well as information on the website [simonmichaels.co.uk](http://simonmichaels.co.uk) or [mindfulwork.co.uk](http://mindfulwork.co.uk), are meant to help you in your well-being. This is not a substitute for professional mental health care and we recommend getting professional medical advice for chronic or acute mental health issues. You understand that coaching or training is not a substitute for counselling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment.

You understand that coaching is currently an unregulated industry and that your Coach is not "licensed" by any UK body even though the sessions may take place in the UK.

You understand and agree that you are fully responsible for your well-being during the coaching or training programme, and subsequently.

You understand that all comments and ideas offered by the Coach are solely for the purpose of aiding you in achieving the defined goals you create with your Coach.

You understand that the Coach is not promising outcomes included but not limited to increased clientele, profitability and or business success.

You understand that the Coach will protect your information as confidential unless you state otherwise in writing.

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

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

You 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.

The number and frequency of coaching sessions will be agreed at the start of coaching or training programme.

In return for the fees payable by the client (or by a third party on their behalf), Simon 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 or training 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 Simon to discuss any concerns and see if they can be resolved before the first coaching session. Participation in the first session constitutes acceptance of these terms and conditions.

### **FEES and REFUNDS**

Simon will set out the fees for the coaching or training programme, or per session fees, in advance and shall be notified to the client.

Fees are payable in full at the time of booking. For digital services, downloads, coaching or online courses no refunds are available. For physical goods refunds are limited to 14 days from date of purchase. If coaching or training sessions are missed payment is due in full and there will be no refund, except in extreme personal circumstances.

Fees can be paid online by debit or credit card or by bank transfer.

### **INTELLECTUAL PROPERTY**

All materials, techniques and strategies employed by the Coach remains the property of Simon Michaels and Mindful Work and may not be used, distributed or replicated in any form.

Coaching and training received does not in any way qualify the Client to teach, coach or train others however informally. Specific practices or tools may be shared with others only under a separate agreement with Simon.

### **CONTACTING US**

In the case of any dispute or query please in the first instance contact us by email on [simon@mindfulwor.co.uk](mailto:simon@mindfulwor.co.uk)

The trading address is 27 Plasturton Ave, Cardiff CF11 9HL and the contact phone no. is 0845 458 0060.