

# **Dhiresb Patel.**

## **TERMS, CONDITIONS AND DISCLAIMER**

Version 1 | 1st January 2019

The Terms, Conditions and Disclaimer below apply to all Coaching and Consultancy services provided by Dhiresb Patel, to any individual or organisation. In these terms, "we"/"us"/"our" means Dhiresb Patel, the Service Provider and "you"/"your"/"yours" means you, the client. Purchasing any Services from us constitutes acceptance of the Terms. The Terms shall not be varied in any way whatsoever unless agreed in advance in writing between the parties. The term "service" as here used covers creative coaching, life coaching, personal coaching, executive coaching and business coaching for clients.

### **DISCLAIMER**

- I understand that the services I will be receiving from the Service Provider 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 my Coach is not acting as a mental health counsellor or a medical professional.
- I understand that the service 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.
- For legal purposes, I understand that mentoring and life coaching are currently unregulated industries and that the Service Provider is not licensed by any UK body even though the sessions may take place in the UK.
- I understand and agree that I am fully responsible for my well-being during my sessions, and subsequently, including my choices and decisions.
- I understand that all comments and ideas offered by the Service Provider are solely for the purpose of aiding me in achieving my goals. I understand that results are not guaranteed.
- All information will be kept confidential unless the client requests otherwise (and in writing). The only reasons for breaking confidentiality would be if the Service Provider considered that your life was at risk, if another person's life was at risk or if the Service Provider was liable to civil or criminal court proceedings if the information was not disclosed.

- I understand that to the extent our work together involves career or business, the Service Provider is not promising outcomes included but not limited to increased clientele, profitability and or business success.
- Whilst the Service Provider has taken measures to ensure confidentiality, I understand that the use of technology is not always fully secure and I accept the risks of confidentiality in the use of E mail, Text, Phone, VOIP and other technology.
- I hereby release, waive, acquit and forever discharge the Service Provider, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages I may claim to have or that I may have arising out of acts or omissions by myself or by the Service Provider as a result of the advice given by the Service Provider or otherwise resulting from the service relationship contemplated by this agreement.
- I further 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.

### **TERMS AND CONDITIONS**

- Appointments will be arranged between the Service Provider and the Client and can be booked up to 1 month in advance. The Service Provider may recommend the frequency of sessions based on an assessment of the client's requirements. This recommendation, or plan, is not binding and may be altered and adjusted by mutual agreement, and in accordance with the terms set out in this agreement.
- Sessions will be provided on a session by session basis, and it is the responsibility of the client to book appointments as required.
- In return for the fees payable by the client (or by a third party on their behalf), the Service Provider 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 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 us to discuss their concerns. However, purchasing services from us constitutes acceptance of the Terms, so any discussions must be held prior to purchase.

## **FORMAT OF SESSIONS**

Unless otherwise agreed:

- Sessions will be held over the Telephone.
- The client is responsible for telephoning the Service Provider at agreed session times. The Service Provider is responsible for ensuring that he is available for consultation at agreed times.
- The length of each session is as selected by the client at the point of purchase for each session.

## **SESSION FEES**

- Session Fees are as listed on [www.dhirespatel.com/coaching](http://www.dhirespatel.com/coaching) , and are subject to change.
- Special Offers and corresponding Voucher Codes may be subject to an additional set of Terms and Conditions.

Fees shall be clearly specified at the point of booking, allowing the client to agree prior to processing payment.

## **ADDITIONAL SESSIONS**

The Service Provider may agree to provide additional sessions after completion of the initial session. However, as these Terms and Conditions are subject to change, the client must agree to the latest published version at the point of each booking.

## **DATES AND TIMES OF SESSIONS**

The date and time of the first session and any subsequent sessions can be selected at the point of booking. Until the booking is Approved by the Service Provider, it is subject to change. In the event that a session is not approved, the Service Provider shall contact the Client to arrange another mutually suitable time.

Sessions can only be rearranged in accordance with the section in these terms and conditions headed "Rearranging Sessions".

### **PAYMENT TERMS**

Fees can be paid online by debit or credit card using the secure and integrated Stripe payments system. Where receipts are requested by the client, they will be sent by e-mail unless otherwise requested.

Fees are payable at the point of booking unless otherwise agreed. Where payment has not been received by the Service Provider in advance of a session, the Service Provider is not obliged to provide the session.

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

### **BETWEEN SESSIONS**

The client may contact the Service Provider by phone 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 session or make a payment query). Additional coaching can also be provided between sessions but there will be an additional charge for this. The Service Provider 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 agreement.

### **REARRANGING SESSIONS**

If a client needs to rearrange a coaching session, they should provide at least 48 hours notice. No refunds will be given to clients for unused sessions unless 48 hours notice has been given. In exceptional circumstances, the Service Provider may need to rearrange a coaching session. In those instances, he will also give the client 48 hours notice where practical.

### **CONFIDENTIALITY**

Personal information or business information supplied by clients in coaching sessions will be treated as confidential. It will not be disclosed to a third party without the client's prior permission, save where required by law or where action might be necessary to prevent harm to the client or someone else.

### **EARLY TERMINATION**

In exceptional circumstances, such as illness or unavailability due to bereavement or other commitments, inappropriate behaviour by the client, actual or potential conflict of interest, or other reasons, the Service Provider can decide to terminate the service to the client early or refuse or be unable to provide further sessions to the client. In such a circumstance the client will be

given reasonable notice of termination where practicable and will be refunded any advance payments made for sessions not yet provided.

### **RESPONSIBILITIES**

The Service Provider will seek to enable the client to improve their level of creative project success and to achieve their desired outcomes. Remarkable changes can be achieved if a client commits to seeing their situation clearly and takes responsibility accordingly. However, the client has sole responsibility for taking important choices or decisions in their life or business.

The Service Provider has no liability for any loss incurred by any client, whether financial or otherwise, following commencement of sessions, or for any perceived failure by the client, whether justified or otherwise, to achieve a material improvement in quality of life or business or to achieve their desired outcomes or goals.

### **VARIATION OF TERMS AND CONDITIONS**

The Terms and Conditions outlined in this document are subject to change. Any changes to these terms and conditions intended to take effect prior to the conclusion of any existing appointments will only take effect if agreed by both the Service Provider and the client - and confirmed by the Service Provider in an email.

### **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 service provided or the contract.

### **FEEDBACK**

Feedback about the service is welcomed and can be given during a coaching session, or by emailing [mail@dhireshpatel.com](mailto:mail@dhireshpatel.com).