

Usana Mindset's Terms and Conditions

The terms and conditions below apply to all services, including Coaching, Mentoring, Neuro Linguistic Programming (NLP), OldPain2Go services, as well as courses, as provided by Gillian Fowler ("the coach") on behalf of Usana Mindset, to any individual or organisation ("the client") and constitute the contract for the service to be provided by Gillian Fowler for the client.

The term 'coaching' as here used covers life coaching, personal coaching, personal development, trauma recovery, executive coaching, business coaching, NLP practitioner, OldPain2Go practitioner for clients and where applicable includes mentoring or supervision services provided for clients, coaches or others.

In the spirit of good practice, when you are purchasing coaching services from me, Gillian Fowler, I ask you to confirm that you have read and agreed to each statement below and that you wish to proceed.

All Usana Mindset's services and communication, email or otherwise, delivered by myself, as well as information on this website (www.usanamindset.com) are offered to help you move beyond life experiences and historical pain. You will always be given a safe environment to explore, identify the areas in your life and thinking that may be preventing you from experiencing greater wellbeing and the life you desire, learn techniques and re-connect with your true you. From the work that will be undertaken, you will gain clarity, self identify actions and move forward. For change to be made, action must always be taken, and only you can control this. As such, outcomes cannot be guaranteed, as it relies on you taking the action to ensure forward momentum.

Coaching is not a substitute for professional mental health care or medical care. Instead, coaching is undertaken after any major emotional and psychological wounds are already healing or healed.

Gillian is continually striving to ensure the standard of service she provides to Usana Mindset's clients remains excellent. At the end of the coaching process, a series of coaching sessions, or a course, the client will be asked to complete a feedback form.

Coaching Disclaimer

In committing to Usana Mindset's services with me, you acknowledge the following:

- You understand that the services you will be receiving from your Coach 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. You also understand that your Coach is not acting as a mental health counsellor or a medical professional.
- For legal purposes, 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 UK or elsewhere in English.
- You understand and agree that you are fully responsible for your wellbeing during your Usana Mindset sessions and subsequently, including your choices and decisions.

- You understand that coaching and Usana Mindset's other services are not a substitute for counselling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment, and you will not use it in place of any form of therapy.
- You understand that all comments and ideas offered by your Coach are solely for the purpose of aiding you in achieving the defined goals you create with your Coach. You have the ability to give your informed consent, and hereby give such consent to your coach to assist you in achieving such goals and understand that results are not guaranteed.
- You understand that to the extent our work together involves personal development, career or business, your Coach is not promising outcomes included but not limited to trauma recovery, personal introspection, increased personal happiness, career progression, profitability and/or business success.

Data Protection

Usana Mindset is registered with the Information Commissioner as a Data Processor in compliance with the General Data Protection Regulations 2018 and any subsequent amendments and takes the security of all data you share with coach very seriously. Usana Mindset's Data Protection Policy is available on our website.

You understand that your Coach will protect your information as confidential unless you state otherwise in writing. If you report child abuse, elder abuse or neglect or threaten to harm yourself or someone else, you understand that necessary actions may be taken and your confidentiality agreement may be limited in this capacity. Furthermore, if your Coach is ordered by a court to provide information or to testify, she will do so to the extent the law requires.

Data Security

Usana Mindset takes data security very seriously and will protect where possible, and our full data protection policy is available on our website. Whilst Usana Mindset and your coach will take all reasonable steps to secure your data, you understand and the use of technology is not always secure and you accept the risks of confidentiality in the use of email, text, phone, WhatsApp, Skype and any other technology.

Waiver

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

You further declare and represent that no promise, inducement or agreement not expressed in this agreement has been made to you to sign this agreement. This agreement shall bind your heirs, executors, personal representatives, successors, assigns, and agents.

Terms & Conditions

The coaching schedule will be arranged between the Coach and the client and can be booked up to 3 months in advance. Gillian will recommend the frequency of coaching sessions based on a professional assessment of the client's requirements. This recommendation, or plan, is not binding and may be altered and adjusted throughout the coaching journey by mutual agreement, in accordance with the terms set out in this agreement.

Where no specific number is agreed, sessions will be provided on a session by session basis. However, for transparency, Coach and Client will agree on an initial number of sessions.

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

Format of Sessions for Coaching

Sessions are by phone either via Skype, FaceTime audio, WhatsApp audio or by telephone direct. In all cases, the client is responsible for calling the coach. The coach is open to other formats by mutual agreement. Gillian is responsible for ensuring that she is available for consultation at agreed times.

The length of each session is agreed by the Coach and Client at the time of initial and paid for accordingly at the time of booking. Where a package has been purchased, the payment plan will be made as according to the agreement at the time. Sessions may over-run by mutual agreement and be paid for retrospectively, but only if the Coach has no commitments immediately following the session.

Session and Course Fees

Gillian's current fees are stipulated prior to any Usana Mindset service being agreed and confirmed, and as such, made clear at the time of booking. Usana Mindset reserves the right to change these from time to time. Any payments for sessions paid in advance are honoured even if prices have risen between the point of booking and the time of session.

Dates and Times of Sessions

The date and time of the first session and any subsequent session will be registered on the online agenda ("Calendly Scheduling") maintained on the website. Gillian agrees to maintain her availability to match that presented by the website, and to honour the sessions booked through the online bookings platform.

Sessions can only be re-arranged in accordance with the section in these terms and conditions headed "Re-arranging Sessions".

Format of Courses

All course information will clearly state the format of each course, including live sessions, pre-recorded, combination. Where there are live interactions, these will take place over Zoom.

Payment Terms

Fees can be paid online by debit or credit card, or by PayPal and Stripe payments gateway. Alternatively payments by standing order or by bank transfer may be made by mutual agreement.

Receipts and/or invoices are available, and where receipts are requested by the client, they will be sent by e-mail.

Fees are payable in advance of each coaching session unless otherwise agreed (Business Coaching may allow for payment on receipt of invoice). Where payment has not been received by Gillian in advance of a coaching session / Usana Mindset service, Gillian 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

Gillian may assign the client tasks or exercises to complete between coaching sessions. There is no obligation on the client to complete these items of 'homework', but not doing so may slow the client's progress in gaining improved quality of life or achieving desired business or personal outcomes.

The client may contact Gillian by phone or e-mail between sessions to seek clarification regarding anything arising from a coaching session or for administrative purposes (eg. where a client needs to rearrange a coaching session or make a payment). Additional coaching can also be provided between sessions but there will be an additional charge for this. Gillian 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 re-arrange a coaching session, they should provide at least 48 hours notice. No refunds will be given to clients for unused coaching sessions / Usana Mindset services unless 48 hours notice has been given. In exceptional circumstances, Gillian may need to re-arrange a coaching session. In those instances, she will also give the client 48 hours notice where practical.

Where a client pays for a session or sessions in advance, they must have the coaching session(s) / Usana Mindset service that they have paid for within 6 months of the payment or their fee is forfeited.

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, Gillian can decide to terminate the service to the client early or refuse or be unable to provide further coaching sessions to the client. In such a circumstance, the client will be given reasonable notice of termination by Gillian where practicable and will be refunded any advance payments made for coaching sessions not yet provided.

Whereby the Client has committed to a program of Coaching, and parties have this in writing, early termination is indeed permitted by the Client. However, end of service does

not equate to refund in monies, as an agreement was made. All services used will not be refunded. As such, Usana Mindset is not obligated to refund any monies. However, Gillian has the authority to make a decision on any refund of monies for sessions not used. This will be reviewed on a case by case basis.

In relation to Courses, refunds are not permitted and as such, will not be granted.

Responsibilities

Gillian will seek to enable the client to improve their quality of life or level of business success and to achieve their desired outcomes. Remarkable results can be achieved where clients follow a clear plan in a committed way. However, the client has sole responsibility for taking important decisions in their life or business. Gillian has no liability for any loss incurred by any client, whether financial or otherwise, following commencement of coaching sessions or other Usana Mindset service, or for any perceived failure by the client, whether justified or otherwise, to achieve a material improvement in trauma recovery, quality of life, career or business or to achieve their desired outcomes or goals.

Variation of Terms & Conditions

Where an Initial Number of Sessions is agreed, any changes to these terms and conditions intended to take effect prior to the conclusion of those Initial Number of Sessions will only have effect if agreed by both Gillian and the client and confirmed by Gillian / Usana Mindset in writing by email or letter. In other cases, Usana Mindset may change any of these terms or conditions including the Per Session Fee by giving the client one week's notice in writing by letter or e-mail of the change(s). If following receipt of such notification of change, the client no longer wishes to proceed with further coaching sessions, they may withdraw from the service immediately by giving notice in writing by email or letter and they will then be entitled to a full refund of any fees paid in advance for coaching sessions or any other Usana Mindset service not yet provided. Such notice will be effective on receipt by Usana Mindset / Gillian.

Public Liability Insurance

Usana Mindset / Gillian Fowler is covered by Public & Product Liability Insurance for Coaching and Training via Oxygen Insurance.

Governing Law

This contract is governed by the law of Scotland 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.

Complaints Procedure

If you are not completely satisfied with the service Gillian provides, the Association for Coaching (AC) will explore your complaints. As a member of the AC, these systems have been set up to protect the client.

Making a Complaint (excerpt from the AC Complaints Procedure)

- a) The complaint is deemed to be a breach of clause of the Association for Coaching's Code of Ethics
- b) The complaint may be made by a client or by one member of the association against another
- c) The person and/or organisation concerned must be named and be a member of the Association at the time of the complaint being made
- d) The complaint must be made in writing

Feedback

Feedback about Usana Mindset's services is welcomed and can be given during a session or by writing to hello@usanamindset.com