

# inCharge Terms and Conditions

## 1 Parties and Acceptance

- 1.1 These Terms and Conditions ("Terms") constitute a binding legal agreement between inCharge Ltd, a company registered in England and Wales (company number 04913596) ("inCharge", "we", "us", or "our"), and the person or entity purchasing services from inCharge ("Client", "you", or "your").
- 1.2 By making payment for any services provided by inCharge, whether in full or in part, the Client expressly agrees to be bound by these Terms in their entirety.
- 1.3 Payment by the Client constitutes unequivocal acceptance of these Terms and creates a legally binding contract between inCharge and the Client under the laws of England and Wales.
- 1.4 If you do not agree to these Terms, you must not make payment for or use our services.
- 1.5 These Terms shall govern all coaching services provided by inCharge to the Client. The Client acknowledges that they have had sufficient opportunity to review these Terms prior to making payment.
- 1.6 We reserve the right to amend these Terms from time to time. Any amendments shall apply to services paid for after the date of amendment. Continued payment for services following notification of amendments shall constitute acceptance of the revised Terms.
- 1.7 Throughout these Terms, "notification" may be by email, whatsapp message, or Royal Mail. An Email address, phone number and postal address are included on all invoices.

## 2 InCharge-Client Relationship:

- 2.1 Coaching is a partnership (defined as an alliance, not a legal business partnership) between inCharge and the Client in a thought-provoking and creative process that inspires the client to maximise personal and professional potential. It is intended to facilitate the creation and development of personal, professional or business goals and to develop and carry out a strategy or plan for achieving those goals.
- 2.2 inCharge agrees to maintain the ethics and standards of behaviour established by the International Coaching Federation (ICF). See [www.coachingfederation.org/ethics](http://www.coachingfederation.org/ethics).
- 2.3 The Client acknowledges that coaching is a comprehensive process that may involve different areas of their life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.
- 2.4 The Client is solely responsible for creating and implementing their own 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 inCharge. As such, the Client agrees that inCharge is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by inCharge. The Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
- 2.5 The Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders and that coaching is not to be used as a substitute for counselling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If the Client is currently under the care of a mental health professional, it is

recommended that the Client inform them of the nature and extent of the coaching relationship agreed upon by the Client and inCharge.

### 3 Session Scheduling

- 3.1 **Session Arrangements:** Each coaching session will take place via a mutually agreed method (typically Zoom or similar video conferencing platform). inCharge and the Client will agree the date, time, duration, and cost of each session or series of sessions. InCharge will then send the client an invoice.
- 3.2 **Payment Terms:** All coaching sessions must be paid via BACS at least 24 hours in advance. Bank details are included on all invoices.

### 4 Money Back Guarantee

- 4.1 If the Client feels that a coaching session was not worthwhile, they can receive a full refund of the cost of that session by notifying inCharge at least 24 hours before the next scheduled session, or within 14 days if no session is scheduled.
- 4.2 This guarantee reflects our confidence in the quality of our coaching and our commitment to your satisfaction.

### 5 Cancellation of Sessions

- 5.1 **Free Client Cancellations:** It is taken on good faith that both inCharge and the Client agree to be available at the date and time of each scheduled session, unless prevented from doing so by circumstances beyond their control e.g. telecommunications failure, ill-health, or other emergency situations. If you are unable to attend a session, please notify inCharge at least 24 hours in advance, and the session fee is not charged, regardless of the reason for cancellation. Bear in mind that it may not be possible to fit in another session, in which case it will be rescheduled to after any currently scheduled sessions.
- 5.2 **Late Cancellations:** If you cancel with less than 24 hours' notice, or do not attend a scheduled session, the full session fee is charged regardless of the reason for cancellation, as late cancellations prevent inCharge from offering that time slot to other clients.
- 5.3 **InCharge Cancellations:** If inCharge cancels a session, we will provide as much notice as possible and work with you to find a suitable alternative time, or provide a full refund if preferred. If we cancel with less than 24 hours notice, or do not attend a scheduled session, then the rescheduled session is free.

### 6 Ending This Agreement

- 6.1 **Freedom to End:** Either you or inCharge may end this Agreement at any time by notifying the other party with 24 hours notice.
- 6.2 **Refunds on Termination:** If the Agreement is terminated, you will receive a full refund for any future sessions that you have already paid for. Please note that sessions which have already taken place, or for which less than 24 hours' notice of cancellation has been given, are not refundable (except under our Money-Back Guarantee in clause 4).
- 6.3 **No Penalties:** There are no penalties or fees for ending this Agreement beyond the normal cancellation policy. We believe coaching works best when both parties are fully engaged, and we respect your right to discontinue at any time.

### 7 Confidentiality

- 7.1 This coaching relationship, as well as all information (documented or verbal) that the Client shares with inCharge as part of this relationship, is bound by the principles of

confidentiality set forth in the ICF Code of Ethics. However, please be aware that inCharge-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognised privilege. inCharge agrees not to disclose any information pertaining to the Client without the Client's written consent. inCharge will not disclose the Client's name as a reference without the Client's consent.

- 7.2 Confidential Information does not include information that: (a) was in inCharge's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by inCharge from a third party, without breach of any obligation to the Client; (d) is independently developed by inCharge without use of or reference to the Client's confidential information; or (e) inCharge is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to inCharge and as a result of such disclosure inCharge reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others. The Client also acknowledges their continuing obligation to raise any confidentiality questions or concerns with inCharge in a timely manner.

## **8 Privacy/Data Protection**

- 8.1 InCharge Ltd is registered with the Information Commissioner's Office (Registration reference ZB844609). See <https://ico.org.uk/ESDWebPages/Entry/ZB844609>
- 8.2 inCharge and the Client will comply as appropriate with applicable privacy/data protection legislation (including GDPR), binding court order, judgment or decree.
- 8.3 With regard to processing personal data/personal identifiable information ("data") in relation to the Client, inCharge will: process such data lawfully (on an appropriate basis including but not limited to consent, or to comply with inCharge's legal or regulatory obligations, or for contractual performance, or for inCharge's legitimate interests), fairly and in a transparent manner; collect such data for specified, explicit and legitimate purposes and not further process such data in a manner that is incompatible with those purposes; ensure that such data is adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed; maintain such data accurately; keep such data for no longer than is necessary for the purposes for which the data are processed; process such data in a manner that ensures appropriate security of the data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures; maintain records of such data processing under applicable privacy/data protection legislation requirements; share such data with third parties who inCharge will inform the Client about; concerning such data, observe the Client's privacy/data protection rights under applicable privacy/data protection legislation requirements, which may be subject to some conditions and exceptions; process such data for marketing purposes under applicable privacy/data protection legislation requirements; in case of a security breach concerning such data, where requirements of applicable privacy/data protection legislation are met, notify a regulatory or supervisory authority, board or other body responsible for administering privacy/data protection legislation, and the Client of the data security breach; and, where it is necessary for inCharge to transfer such data internationally inCharge will comply with applicable privacy/data protection legislation requirements designed to ensure the privacy of such data.
- 8.4 In connection with any infringement by inCharge of applicable privacy/data protection legislation requirements, including a security breach, concerning personal data/personal identifiable information in relation to the Client, inCharge's entire liability under this Agreement and the Client's exclusive remedy shall be limited to the amount actually paid by the Client to inCharge under this Agreement for all coaching services rendered through and including the termination date.

## **9 Release of Information**

- 9.1 inCharge engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by the ICF. You agree to have only your name, contact information and start and end dates of coaching shared with ICF staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared.
- 9.2 According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

## **10 Limited Liability**

Except as expressly provided in this Agreement, inCharge makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall inCharge be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, inCharge's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to inCharge under this Agreement for all coaching services rendered through and including the termination date.

## **11 Entire Agreement**

This document reflects the entire agreement between inCharge and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both inCharge and the Client.

## **12 Dispute Resolution**

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and inCharge agree to attempt to mediate in good faith for up to 90 days after notice is given. If the dispute is not so resolved, and in the event of legal action, neither party shall be entitled to recover attorney's fees and court costs from the other party.

## **13 Severability**

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

## **14 Waiver**

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.

## **15 Applicable Law**

This Agreement shall be governed and construed in accordance with the laws of England and Wales, without giving effect to any conflicts of laws provisions.

## **16 Binding Effect**

This Agreement shall be binding upon the parties and their respective successors and permissible assigns.