



## Coaching Terms & Conditions (updated Dec 2020)

All coaching services and communication, email or otherwise, delivered by Edward Stern and through [www.threewinged.com](http://www.threewinged.com), (the “Coach”) are intended to assist you in your life experience. Coaching not as a substitute for medical care. Edward, independently and through his company, makes no representation that the information provided is licensed health care.

It is also important to understand that coaching is a professional relationship. While it may often feel like a close personal relationship, it is not one that can extend beyond professional boundaries. Considerable experience shows that when boundaries blur, the benefits gained from the coaching relationship are endangered.

In that spirit, by purchasing coaching services from Edward, you confirm that you have read and agreed to the information contained here and that you wish to proceed. Your participation in the first coaching session constitutes acceptance of these terms and conditions.

### Responsibility

I understand that coaching 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.

I understand and agree that I am fully responsible for my well-being during my coaching sessions, and subsequently, including my choices and decisions. I recognize that coaching requires emotional, physical, and mental exertion and behavioural experimentation on the client's part. I fully acknowledge any risk of physical, mental, or emotional injury and take full responsibility. I agree that it is my responsibility to consult with my primary health care provider prior to participating as needed.

I understand that all activities with the Coach are invitations to explore and inquire. No specific action by me is mandatory during a coaching session. Information, teachings, and supportive exercises are offered in good faith. I do not have to use this information. I have the ability to give my informed consent, and hereby give such consent to my coach to assist me in this inquiry, and that results are not guaranteed.

Any decisions I make, and the consequences thereof are my own. Under no circumstances will I hold the Coach liable for any actions I take. I agree not to hold Edward Stern or his companies liable for any loss or costs incurred.

### Confidentiality

I understand that my Coach will protect my personal and business information as confidential unless I state otherwise in writing. I am of course free to discuss the coaching relationship with anyone at any time. Confidentiality may be waived where required by law or where action might be necessary to prevent harm to the client or someone else.

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

## Coaching Schedule

The coaching schedule will be arranged between Edward and the client and can be booked up to 3 months in advance. Edward 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.

The number and frequency of coaching sessions will be agreed at the start of coaching between Edward and the client, and confirmed by Edward by email or written correspondence. Where no specific number is agreed, sessions will be provided on a session by session basis. Typically, sessions are booked in 5- or 10- session packages.

In return for the fees payable by the client (or by a third party on their behalf), Edward agrees to provide the service as described 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 Edward to discuss any concerns and see if they can be resolved before the first coaching session.

## Session Format

Face to face (venue by mutual agreement), via Zoom(coach provides meeting link); telephone coaching sessions (client calls coach); or other format where such is agreed. Unless otherwise agreed, for Skype and telephone sessions the client is responsible for telephoning Edward at agreed times. Edward is responsible for ensuring that he is available for consultation at agreed times.

The length of each session is as agreed between Edward and the client before coaching sessions commence.

## Fees

In accordance with Edward's current per session fee or fee for a programme of sessions, on a sliding scale, shall be agreed with the client prior to the first session. Edward will confirm the fees in writing, usually by email, unless this is impractical. The number of sessions for which payment is required in advance will be agreed before coaching sessions commence.

## Scheduling

The date and time of the first session and any subsequent session will be agreed between Edward and the client by phone or email and confirmed by Edward electronically (email, text, or social media message).

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

## Payment Terms

Fees can be paid by bank transfer, or by 'Swish' for Sweden-based clients. All clients will receive an invoice for fees with transfer information.

Fees are payable in advance of each coaching session unless otherwise agreed. Where payment has not been received by Edward in advance of a coaching session, Edward is not obliged to provide the session.

## Between Sessions

Check-in messages and emails between sessions are welcomed and encouraged at no additional charge, as part of a full coaching package. In the event of more urgent experiences, Edward can provide a 20-minute grounding call with 24 hours notice. In the event of medical emergencies, clients should contact medical services.

Edward 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.

## Rescheduling

If a client needs to reschedule, they should provide at least 24 hours notice. No refunds will be given to clients for unused coaching sessions unless 24 hours notice has been given. In exceptional circumstances Edward may need to rearrange a coaching session. In those instances he will also give the client 24 hours notice where practical.

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

## 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, Edward can decide to terminate the service to the client early. In such a circumstance the client will be given reasonable notice of termination by Edward and will be refunded any advance payments made for coaching sessions not yet provided.

## Agreement

By entering into a Coaching Agreement either through signing a Coaching Agreement with Edward Stern or Three Winged, or paying any amount to Edward Stern or Three Winged, you agree to abide by the terms and conditions as set out above.