

Coaching Disclaimer and Coaching Terms and Conditions

RECITAL

Career Navigators ("Company") agrees to provide You with coaching services ("Coaching") to facilitate Your achievement of specific and agreed goals related to Your personal and professional development through a series of regular conversations or meetings with You ("Coaching Sessions"), and on-going support and referrals through emails, on the terms and conditions below.

You will define the agreed goals with Your coach during the Coaching Sessions.

AGREEMENT

You and Career Navigators hereby agree to be bound by the Terms and Conditions of Coaching below which are hereby incorporated by reference.

PERIOD OF COACHING

is the elapsed time to complete a series of Coaching Sessions, as will be agreed between You and Career Navigators ("Period"). These Terms & Conditions of Client Coaching (including the general [Career Navigators terms and conditions](#), which are hereby incorporated by reference) form an integral part of this Coaching Agreement ("Agreement"). In the event of a conflict, the terms of the Agreement shall apply in the following order of precedence: (i) The Coaching Agreement, (ii) these Terms & Conditions of Client Coaching and (iii) the general [Career Navigators terms and conditions](#).

REFUNDS

You have fourteen [14] days from the date of purchase of services to change Your mind. Should the supply of services (including any digital content) commence before the fourteen [14] days from the date of purchase has elapsed, by agreeing to this contract, You acknowledge that You are consenting to losing Your right of withdrawal.

SESSIONS

A Session will be carried out over the phone/Zoom (Or any online platform) or face-to-face at an agreed location, at mutually agreed times during the Period.

DURATION OF SESSIONS

A Session will take place for 60 minutes, minimum, throughout the Period or at such other times as is agreed during the Period. You must be on time for all Sessions.

SESSION TIMES

Times for the Coaching Sessions may only be changed by You if You give Career Navigators's coach no less than 48 hours notice. A Coaching Session may be deemed to have taken place if less than 48 hours notice is given. Any session cancelled on less than 48 hours cannot be refunded. If the assigned coach cancels a Session then the Session will be rescheduled at an agreed time.

CERTIFICATION OF COACH

Career Navigators warrants that the coach assigned to You is a fully certified personal, life and/ or executive coach. Your coach is regularly supervised and is a full member of a Coaching Professional Body.

PREPARATION FOR SESSIONS

You are strongly advised to implement the actions designed mutually by You and Your coach during Your sessions, to maximise Your learning and progress. You must advise Your coach as soon as You become aware that these actions will not or cannot be performed so that follow-up sessions are prepared accordingly.

COACHING METHODS

Coaching, which is not therapy, counselling, nor advising consultancy, may address specific life and work based projects, balance, personal performance and learning. Other coaching services or activities include values clarification, brainstorming, business or career strategic planning and a process of examining various modes of operating at work.

READINESS FOR SESSION

You acknowledge that the Coaching Sessions **may be** personally, emotionally and physically challenging and that there may be occasions on which You will feel emotional challenges – including frustration, annoyance or stress. You must make all efforts and schedule all Sessions at such times to ensure Your peak physical, mental and emotional state and condition necessary for the conduct of the Session and shall (if necessary) take all steps to cancel any Session in the event that You are not well enough to continue.

LIABILITY

You understand that the coaching 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 counselor or a medical professional.

You will not hold Career Navigators liable for any loss, liability, claim or cost incurred by You (or any person related to You), whether direct or indirect, related to the Coaching and/or Sessions, including without limitation in respect of any mental, physical, emotional stress or distress (or other ailment or condition). You shall indemnify Career Navigators in the event of any such claim. The foregoing exclusions shall not apply to the extent that they are prohibited under applicable law.

INTELLECTUAL PROPERTY RIGHTS

You have no right to use or reproduce any of the processes, techniques, presentations, methodologies, precedents and materials used by Your coach in the Coaching activities ("Materials"). You must not at any time use or reproduce the Materials in any manner, shape or form (except for Your own personal use) and shall ensure that none of Your representatives, agents or any related bodies corporate use or reproduce the Materials in any manner, shape or form. You shall indemnify and keep Career Navigators indemnified in respect of any loss or damage caused or sustained by Career Navigators in the event of Your breach of this paragraph.

PERSONAL DATA

As part of the Coaching Career Navigators may need to obtain Your personal details or confidential material relating to You personally and may need to pass these details onto Your Coach in order for the Sessions to be arranged and effective. Career Navigators shall not disclose any of Your personal information to any other third party without Your consent.

DEFAMATION

We are committed to involve coaches, trainers and participants in our programmes who share strong values around collaboration, positive communication style, and constructive support. We also understand the challenges of campaigning and activism. However, participation in activities involving libel, slander and threats towards Career Navigators representatives or third parties, will result in immediate removal of clients from our programmes. Career Navigators coaches and mentors reserve the right to address the issue during sessions if we think the reputation of our team members or other participants on our programmes are at risk.

DATA PROTECTION

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

DATA SECURITY

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, Zoom, WhatsApp and other technology.

WAIVER

I hereby release, waive, acquit and forever discharge my Coach, 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 my Coach as a result of the advice given by my Coach or otherwise resulting from the coaching 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 OF SERVICE

The coaching schedule will be arranged between the coach and the client and can be booked up to 6 weeks in advance. The coach 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 session will be agreed at the start of coaching between The coach and the client, and confirmed by The coach by email or written correspondence.

In return for the fees payable by the client (or by a third party on their behalf), The coach 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 the coach 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

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

The length of each session is as agreed between the coach and the client before coaching sessions commence. Sessions may over-run by mutual agreement and paid for retrospectively, but only if the Coach has no commitments immediately following the session.

SESSION FEES

In accordance with the terms and condition stated as part of the Work-Integrating-Life Programme, the client will pay for the agreed number of sessions (4 sessions or 6 sessions) prior to commencement of the programme. All programme fees must be paid before the start of the first session.

ADDITIONAL SESSIONS

The coach may agree to provide additional coaching sessions after completion of the initial agreed sessions, within the Work-Integrating-Life Programme (4 or 6 sessions). The additional sessions will be chargeable to the client at the rate stipulated by the coach.

As the additional sessions will not be part of the Work-Integrating-Life programme, the terms and conditions within this contract will not apply to the additional sessions. The coach will notify the client in writing of the Terms and Conditions binding the additional sessions.

DATES AND TIMES OF SESSIONS

The date and time of the first session and any subsequent session will be agreed between the coach and the client and confirmed by the coach via email or whatsapp message.

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 Paypal payments systems, by PayNow, or by bank transfer. Where receipts are requested by the client, they will be sent by e-mail unless otherwise requested.

Fees are payable in advance of the commencement of the Work-Integrating-Life programme. Where payment has not been received by The company, in advance of a coaching session The coach 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 coach 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 The coach 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 coaching session). Additional coaching can also be provided between sessions but there will be an additional charge for this. The coach 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 coaching sessions unless 48 hours notice has been given. In exceptional circumstances The coach may need to rearrange a coaching session. In those instances she will also give the client 48 hours notice where practical.

As part of the Work-Integrating-Life programme, the client must have the coaching sessions 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, The coach 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 The coach where practicable and will be refunded any advance payments made for coaching sessions not yet provided.

RESPONSIBILITIES

The coach 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. The coach has no liability for any loss incurred by any client, whether financial or otherwise, following commencement of coaching 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

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 The coach and the client and confirmed by The coach in writing by email or letter. In other cases, The coach 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 not yet provided. Such notice will be effective on receipt by The coach.

GOVERNING LAW

This contract is governed by the law of Singapore 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 writing to The coach or the Career Navigators team at info@cnavigators.com.sg

Career Navigators
SINGAPORE