

Terms and Conditions

These terms and conditions govern the coaching/mentoring services provided by Lumivera Coaching ("Coach/Mentor") to you ("Client"). By booking a coaching/mentoring session, you agree to be legally bound by these terms and conditions.

Services

The Coach/Mentor agrees to provide coaching/mentoring services described on the website www.lumiveracoaching.co.uk and in the Coaching/Mentoring Agreement document shared with the Client before/after booking the first coaching/mentoring session. These services will be delivered in-person, online via video call, as agreed upon between the Coach/Mentor and the Client.

Coaching/Mentoring is a partnership (defined as an alliance, not a legal business partnership) between the Coach/Mentor and the Client in a thought-provoking and creative process that inspires the Client to maximise personal and professional potential. It is designed to facilitate the creation/development of personal, professional, or business goals and the development and implementation of a strategy/plan for achieving those goals.

Mentoring is a learning relationship involving the sharing of skills, knowledge, and expertise between a mentor and mentee through developmental conversations, experience sharing, and role modelling. The relationship may cover a wide variety of contexts and is an inclusive two-way partnership for mutual learning that values differences.

The Client has been made aware that coaching/mentoring results cannot be guaranteed and agrees that he/she/they is/are entering into coaching/mentoring with the understanding that the Client is responsible for their own results. The Client understands that the power of the coaching/mentoring relationship can only be granted by the Client.

Coach/Mentor - Client Relationship

The Coach/Mentor agrees to maintain the ethics and standards of behaviour established by the Universal coaching/mentoring Alliance "UCA" ([Code of Professional Conduct and Ethics](#)). It is recommended that the Client review the UCA Code of Professional Conduct and Ethics and the applicable standards of behaviour.

The relationship between coach mentor and client is one of equals. The client sets the agendas/goals of coaching/mentoring as the client is resourceful and entirely responsible for their lives and will make choices about what actions to take and what to work on together.

The Client is solely responsible for creating and implementing his/her/their own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching/mentoring relationship and his/her/their coaching/mentoring calls and interactions with the Coach/Mentor. As such, the Client agrees that the Coach/Mentor 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 the Coach/Mentor.

The Coach/Mentor aims to help clients grow, change, develop, and achieve their goals. Additional coaching/mentoring tools include values clarification, education, brainstorming, identifying plans of action, examining modes of operating in life, asking clarifying questions, and making empowering requests, as well as using other tools for the client to explore.

While the Coach/Mentor will challenge clients to live out their values and reach their potential, the relationship begins with the client's agenda, values, and initiative. The Coach/Mentor would not be giving direct advice to the client apart from sharing their experience, knowledge or expertise in the mentoring capacity.

The Coach/Mentor would solely be functioning in the specific capacity of a Coach/Mentor, irrespective of any other formal/informal roles/positions that they may hold outside of their coaching/mentoring activity.

The Coach/Mentor would not be representing the client in legal issues/court proceedings and would not be writing testimonials on behalf of the client in legal issues or criminal proceedings.

The Client understands coaching/mentoring is not a form of therapy; it does not substitute for therapy and does not prevent, cure, or treat any mental disorder or medical disease.

The Client acknowledges that coaching/mentoring is a comprehensive process that may involve different areas of his/her/their life, including work, finances, health, relationships, education, and recreation. The Client agrees that deciding how to handle these issues, incorporating coaching/mentoring principles into those areas, and implementing choices is exclusively the Client's responsibility.

The Client acknowledges that coaching/mentoring does not involve the diagnosis or treatment of mental disorders as defined by the DSM-5, The Diagnostic and Statistical Manual of Mental Illnesses published by the American Psychiatric Association and ICD-11 International Classification of Diseases 11th Revision published by WHO World Health Organisation and that coaching/mentoring is not to be used as a substitute for counselling, psychotherapy, mental health care, substance abuse treatment, or other professional advice by legal, medical, financial 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 promptly inform the mental health care provider of the nature and extent of the coaching/mentoring relationship agreed upon by the Client and the Coach.

The Client understands that in order to enhance the coaching/mentoring relationship, the Client agrees to communicate honestly, be open to feedback and assistance and create the time and energy to participate fully in the program.

Payment

Fees for coaching/mentoring services are as described in the coaching/mentoring agreement document.

Payment is due at the time of service booking unless otherwise agreed upon in writing. Please refer to the coaching/mentoring agreement document.

All payments are to be made in GBP via bank transfer. An invoice is available on request.

Rescheduling, Cancellations, Termination

Clients should be reminded that Lumivera Coaching is an appointment-only service.

Client agrees that it is the Client's responsibility to notify the Coach/Mentor 24 hours in advance of the scheduled sessions if they are unable to attend, or it will be considered a missed meeting, except in emergencies. The Coach/Mentor will attempt in good faith to reschedule meetings.

Cancellations made by the Client less than 24 hours before a scheduled session will incur a cancellation fee of 50% of the session cost unless there is an emergency.

The Coach/Mentor reserves the right to cancel or reschedule sessions. The Coach/Mentor will give the Client at least 24 hours' notice where possible; in such cases, the Client will be offered a full refund or rescheduling at no additional cost.

Either the Client or the Coach/Mentor may terminate this Agreement at any time with **7 days'** written notice.

Client's Responsibilities

The Client is responsible for providing accurate and complete information necessary for the coaching/mentoring session, participating actively, and implementing agreed-upon strategies.

The Client understands that in order to enhance the coaching/mentoring relationship, the Client agrees to communicate honestly, be open to feedback and assistance and create the time and energy to participate fully in coaching/mentoring sessions.

The Client acknowledges that coaching/mentoring is a comprehensive process that may involve different areas of his/her/their life, including work, finances, health, relationships, education and recreation.

The Client agrees that deciding how to handle these issues, incorporating coaching/mentoring principles into those areas and implementing choices is exclusively the Client's responsibility.

Confidentiality

This coaching/mentoring relationship, as well as all information (documented or verbal) that the Client shares with the Coach/Mentor as part of this relationship, is bound by the principles of confidentiality outlined in the Universal coaching/mentoring Alliance (UCA) Code of Professional Conduct and Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions). The Coach/Mentor agrees not to disclose any information about the Client without the Client's written or verbal consent. The Coach/Mentor will not disclose the Client's name as a reference without the Client's consent.

The Coach/Mentor will maintain the confidentiality of all information shared during sessions except as required by law. The only exception is when the Client shares information that gives the Coach/Mentor reasonable cause to believe there are threats of serious harm to the Client himself or others. In such a case, the Coach/Mentor is responsible for reporting the situation to the appropriate agency. There are a small number of other situations where the Coach/Mentor would need to share information with other agencies, even if the Client does not want them to. The Coach/Mentor will tell the Client in advance where possible and safe to do so.

The Coach/Mentor receives regular supervision to ensure their work is of the highest standard. This means the Coach/Mentor may discuss certain aspects of coaching/mentoring they deliver with their supervisor, who is bound by the same rules of confidentiality.

The Client also agrees to keep confidential any methods and techniques discussed during sessions unless agreed upon in writing by the Coach.

Confidentiality caveat/exceptions

The Coach/Mentor will maintain the confidentiality of all information shared during sessions except as required by law. The only exception is when the Client shares information that gives the Coach/Mentor reasonable cause to believe there are threats of serious harm to the Client himself or to others. In such a case, the Coach/Mentor is responsible for reporting the situation to the appropriate agency.

There are a small number of other situations where the Coach/Mentor would need to share information with other agencies, even if the Client does not want them to. Where possible and safe to do so, they will tell you in advance. The situations in which information can be shared without your consent:

- When it would be in the wider public interest to share the information. For example, if the Client discloses intent to commit a serious crime or gives information about a serious crime.
- If the Coach/Mentor believes that a child or other vulnerable person might be at risk of harm, neglect or abuse to themselves or from someone else.
- If the Client is at risk of harming themselves or another person.
- In certain rare circumstances, a court may order the release of either information or notes about the Client's coaching/mentoring.

Record Keeping

Please note that the Coach/Mentor will maintain some level of record of each client's progress through digital records. These records will be stored securely on computer systems in compliance with UK law to ensure the privacy and security of all client information.

Any contact details held by the Client should also be used appropriately.

For more information, please review the GDPR Policy, which is available at www.lumiveracoaching.co.uk

Personal Safety - Client's Safety

Lumivera Coaching is not a service that provides crisis support. If the Client is experiencing thoughts of harming themselves or others, please contact the emergency services (999/111). If the Client feels that they are experiencing a physical health or mental health condition which they are not receiving support for, please make an appointment with your GP, and they will signpost you to the most appropriate help.

Support lines listed below for general mental health guidance and support include:

- Samaritans Telephone Support - 116 123 - For anyone needing confidential support - Hours: 24Hour Support
- SANE Telephone Support - 0300 304 7000 - For anyone affected by mental illness (+ their families and carers) - Hours: 4.30 pm to 10.30pm
- CALM4.30 phone Support - 0800 58 58 58 - For men aged 15 to 35 - Hours: Every day 5 pm to midnight.

Personal Safety - Coach's Safety

Lumivera Coaching is a respectful enterprise. Lumivera Coaching aims to always treat clients with respect and dignity and has zero tolerance for abuse to the Coach/Mentor in any form.

If the Coach/Mentor experiences your communication as abusive, then Lumivera Coaching will withdraw the services offered to you. Abuse in this context is not limited solely to inappropriate language but may include any form of communication that Lumivera Coaching judges to be unduly aggressive or critical of services or the Coach/Mentor. You will not be eligible for any refund relating to services already delivered, and the service will be withdrawn. This in no way conflicts with your right to complain appropriately, and the complaints process is available to you.

In cases where the Client is intoxicated or under the influence of drugs, Lumivera Coaching reserves the right to terminate the appointment without notification or refund immediately.

It is requested that the Client DOES NOT record telephone calls or sessions without the Coach's permission. When raising a concern or complaint, please do so in an appropriate manner, as aggression, threats, and violence will not be tolerated.

Lumivera Coaching maintains the right to decline to see any individual. The reason for this can be requested via email or telephone.

Intellectual Property

Materials provided during coaching/mentoring sessions, including but not limited to worksheets, documents, articles, and online modules, remain the intellectual property of Lumivera Coaching and may not be used for any purpose other than personal use by the Client without prior written consent.

Limitation of Liability

The Coach/Mentor will not be liable for any direct, indirect, incidental, or consequential damages arising from the use of coaching/mentoring services.

The Client is solely responsible for creating and implementing his/her/their own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching/mentoring relationship and his/her/their coaching/mentoring calls and interactions with the Coach/Mentor. As such, the Client agrees that the Coach/Mentor 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 the Coach/Mentor. The Client understands coaching/mentoring is not therapy; it does not substitute for therapy if needed, and it does not prevent, cure, or treat any mental disorder or medical disease.

The Client acknowledges that coaching/mentoring is a comprehensive process that may involve different areas of his/her/their life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporating coaching/mentoring principles into those areas and implementing choices is exclusively the Client's responsibility.

Client acknowledges that coaching/mentoring does not involve the diagnosis or treatment of mental disorders as defined by the DSM-5 The Diagnostic and Statistical Manual of Mental Illnesses, published by the American Psychiatric Association and ICD-11 International Classification of Diseases 11th published by WHO World Health Organisation, and that coaching/mentoring 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, financial 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 promptly inform the mental health care provider of the nature and extent of the coaching/mentoring relationship agreed upon by the Client and the Coach/Mentor.

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

Complaints Statement

Lumivera Coaching Limited is a respectful enterprise. Lumivera Coaching aims to treat clients with respect and dignity at all times. When raising a concern or complaint, please do so in an appropriate manner, as aggression, threats, and violence will not be tolerated. In the event that you need to make a complaint about any aspect of the coaching/mentoring service, then you should communicate this to Lumivera Coaching via email, and the company will attempt to resolve it.

Applicable Law

This Coaching/Mentoring Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of England, United Kingdom.

Amendments

These terms and conditions may be amended by the Coach/Mentor at any time and will be updated on the www.lumiveracoaching.co.uk website. Continued use of services after such changes will constitute acceptance of the new terms.