Strategy Coaching Individual/Group Terms & Conditions

Understanding

The terms and conditions below apply to all coaching and mentoring services provided by Smart Moms Investment Group, LLC (“SMIG”) doing business as Shannon Battle “coach” to any individual or organization ("the client") and constitute the contract for the service to be provided by SMIG for the client. The term 'coaching' as here used covers life coaching, personal coaching, executive coaching and business coaching for clients and where applicable includes mentoring or supervision services provided for clients, coaches or others.

Coaching is not psychological counseling or any type of therapy, and should not be construed as such.

In return for the fees payable by the client (or by a third party on their behalf), Shannon Battle 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. Participation by any individual in the first coaching session constitutes acceptance of these terms and conditions. The client will be required to sign a contract with “coach” at the commencement of coaching.

Responsibility & Commitment

Shannon Battle “coach” will seek to enable the client to set and achieve goals that will help to bring about desired outcomes for the client. The client has sole responsibility for any decisions they may make following coaching with Shannon Battle.  Shannon Battle accepts no liability for the client’s actions. Shannon Battle 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 to achieve their desired outcomes or goals.

The client will be required to complete a ‘Commitment to Coaching’ form at the commencement of coaching; the client will be asked if they are ready to take action to make the necessary changes.

Confidentiality

Personal information or business information supplied to SMIG by the client 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.

“Coach” and the client will be required to sign a confidentiality agreement at commencement of coaching.  “Coach” will respect the client’s privacy and seek written permission before disclosing they are a client.

“Coach” requires that the client provide an emergency contact name and telephone number, to be used only in the event of an emergency, such as sudden illness or accident.

All documentation and information relating to the client will be held according to the HIPAA laws, except as permitted by the client in writing or as required by law.

Clarity & Style

Shannon Battle “coach” will discuss with the client their preferred style of coaching.  The client has the right to talk openly and candidly with their coach, and the client is encouraged to discuss any concerns they have with Shannon Battle “coach” on any area of the coaching process.  Shannon Battle “coach” welcomes openness and honesty.

Feedback about the service is welcomed and can be given during a coaching session or by writing to SMIG PO Box 25433, Fayetteville, N 28313 or via email to [myicancoach@gmail.com](mailto:myicancoach@gmail.com) .

SMIG is continually striving to ensure the standard of service it provides to its clients remains outstanding.  At the end of the coaching process, or series of coaching sessions, the client will be asked to complete a feedback form.

Coaching Procedure

The coaching schedule will be arranged between “coach” and the client and can be booked up to 3 months in advance.  “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 of coaching session will be agreed at the start of coaching between “coach” and the client, and confirmed by “coach” by email or written correspondence. Where no specific number is agreed sessions will be provided on a session by session basis. Due to the nature of coaching, the initial term usually recommended is twelve sessions.  Full payment is due before or at the first session. Additional sessions can be booked thereafter.

The length of each session is usually 1 hour but can be agreed between “coach” and the client at the commencement of the session. Coaching sessions are billed on an hourly basis, so time that exceeds the 1 hour scheduled session will be billed for an additional 1hr.

Coaching will take place between the client and their coach face-to-face, via Skype (client calls coach), or by telephone (client calls coach).  Face-to-face coaching will take place in the offices of “coach” or at a mutually agreed venue.  Where coaching takes place at a mutually agreed venue the client will be liable for any costs incurred by “coach” for travel time. Unless otherwise agreed, the client is responsible for telephoning “coach” at agreed times.

“Coach” may assign the client tasks or exercises to complete between coaching sessions. There is no obligation on the client to complete these tasks, but not doing so may slow the client's progress in gaining improved quality of life or achieving desired business or personal outcomes. Where possible, clients are requested to submit any information requested by “Coach” relating to assignments at least 24 hours before the coaching session when they are to be discussed. “Coach” will provide feedback on completed assignments during coaching sessions.

The client may contact “Coach” by email between sessions to share a success or seek clarification on a coaching issue.  Support between sessions is seen by “Coach” as a necessary part of the coaching process.  “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.

Group Coaching sessions have less restrictive guidelines in terms of confidentiality. The client may sign into the group call anonymously to protect personal identity. The group is strongly encouraged to keep information confidential, however, members are under no liability for sharing of information. Client should keep personal intellectual property that has not been copyrighted, trademarked, or patented to a minimal disclosure of information. Client may request private chat messages during the group coaching call, however, general feedback will be given to all attendees for the benefit of group sharing.

Cancellation & Rearranging Sessions

If the 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.  In exceptional circumstances “coach” may need to rearrange a coaching session; in these circumstances “coach” will use reasonable endeavors to provide a mutually satisfactory alternative appointment the client. There are no refunds for client no call/no show appointments.

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.

The client may terminate their coaching contract at any time in writing.  Any monies owed at the time of cancellation will become due immediately.  There will be no refunds on payments made against future sessions.

In exceptional circumstances, such as illness or unavailability due to bereavement or other commitments, inappropriate behavior by the client, actual or potential conflict of interest, or other reasons, “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 “coach” where practicable, no refunds will be issued for any advance payments made for coaching sessions not yet provided.

There may be occasions when “coach” may recommend to the client that they seek an alternative service more suited to their current needs.  In this event “coach” will fully discuss the reasons for the recommendation with the client.  It is the client’s sole responsibility to decide whether to follow the recommendation and SMIG does not accept any liability for the outcome of any decisions the client choses to make.