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I am so pleased you have decided to join me on my community coaching programme - please read the following important terms and conditions before you commit to using them.

This contract sets out:

- your legal rights and responsibilities;
- my legal rights and responsibilities; and
- certain key information required by law.

The intention is that this document will bring clarity to our relationship, protect both of us and take care of the business side of things so that we can get on with the good stuff! Please let me know if there are any clauses that you do not understand or that contradict your understanding of my services.

In this contract:

- 'I', 'me' or 'my' means Amanda Jayne Harman and/or Outside the Box: Neurodiverse Coaching and Mentoring
- 'You' or 'your' means the person buying or using my services and resources.

If you would like to speak to me about any aspect of this contract, please contact me by e-mail at amandajayneharman@gmail.com.

BACKGROUND

I provide 1:1 coaching and group coaching to neurodivergent women and nonbinary people, with a focus on navigating life and work or business with a late diagnosis of ADHD and/or autism. The address for Amanda Jayne Harman of Outside the Box: Neurodiverse Coaching and Mentoring is 38 High Street, Graveley, Hitchin, Hertfordshire SG4 7LA.

1. If you sign up for my coaching services or my community programme From Fraught to Focused ('services') you agree to be legally bound by this contract. All these documents form part of this contract as though set out in full here.

2. Information I give you

2.1 Certain sections of this contract only apply to you and me if you are a 'consumer', that is if you are an individual acting for purposes which are wholly or mainly outside your business or profession. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that I must give you certain key information before a legally binding contract of sale between you and me is made (in clause 2.2 below). I shall give you this information in a clear and understandable way either in this contract or the relevant programme or service description we agree between us.

2.2 I shall give you information on:

- the main characteristics of the services you are buying
- who I am, where I am based and how you can contact me
- the price of the services
- the arrangements for payment, carrying out the services and the time by which I shall carry out the services
- how to exercise your right to cancel the contract in the cooling off period if you are a consumer
- my complaint handling policy.

3. Signing up for my services

3.1 Below, I set out how a legally binding contract to buy services between you and me is made:

3.1.1 You place your order at the end of the checkout process either by clicking on the relevant payment link on my site, by transferring payment to my bank account or I shall send you the link by email. Please read and check your order carefully before submitting it. Placing your order and making payment does not, however, mean that your order has been accepted.

3.1.2 Any quotation given by me before you place an order for services is not a legally binding offer by me to supply such services. Any prices set out in a quotation remain valid for 14 days.

3.1.3 I may contact you to say that I do not accept your order, for example if I do not think my services are right for you or there has been a mistake in the pricing or description of the services, or my circumstances have changed since I gave you the quotation for the services.

3.1.4 I shall only accept your order when I confirm this to you by sending you a confirmation email or start to provide the services, whichever happens earlier.

At this point:

- a legally binding contract will be in place between you and me, and
- I shall start to carry out the services as set out in the programme description on this website or in a services description agreed between us.

4. Carrying out the services

4.1 If you are a consumer you have protection under consumer rights legislation, including that the services must be carried out with reasonable care and skill.

4.2 I shall carry out the services within the time period which is set out in the relevant programme or services description.

4.3 All coaching sessions (including rearranged sessions) must be taken within the timeframe specified in the programme description or services description or they will expire.

4.4 Group coaching sessions can not be rearranged by consumers. All sessions will be recorded for those who can't attend and shared via an agreed channel within 48 hours.

4.5 All sessions take place remotely via the means of communication agreed with you in advance.

4.6 Please note that I may record our calls and they are shared among all group participants. By entering into this contract with me you consent to the recording of our calls for these limited purposes. You will be informed before any such recording takes place.

4.7 My carrying out of the services might be affected by events beyond my reasonable control. If so, there might be a delay before I can restart the services. I shall make reasonable efforts to limit the effect of any of those events, I shall keep you informed of the circumstances and I shall try to restart the services as soon as those events have been fixed. Examples of events which might be beyond my reasonable control include illness, IT issues and problems with internet connectivity.

5. Your responsibilities

- 5.1 You will pay the price for the services in accordance with the programme or services description.
- 5.2 You will provide me with such information and assistance (and ensure that any information is complete and accurate) as I reasonably need to provide the services.
- 5.3 You and I shall agree a method of communicating with each other between sessions and adhere to that method.
- 5.4 Coaching is not therapy or counselling. It may involve all areas of your life. You acknowledge that deciding how to handle any issues which may arise, the choices you make in relation to them and whether or not you follow through on any agreed action is exclusively your responsibility. For this reason, although I fully expect great results to come from our coaching sessions, I cannot guarantee any specific outcomes or that all clients will achieve the same results. The results are entirely dependent on your commitment and the effort you put in to the programme and the actions we agree.
- 5.5 My role is to offer you guidance and accountability and help you make positive lifestyle changes in order to make progress towards your goals. The information I provide to you is not medical advice and is not intended to take the place of seeing licensed health professionals.
- 5.6 Coaching does not treat mental disorders and is not a substitute for counselling, mental health care or medical treatment of any kind. By entering into this agreement you confirm that you will not use it in place of any form of counselling, therapy or medical treatment.
- 5.7 If you are currently receiving treatment from a doctor or other healthcare professional, by entering into this agreement you confirm that you have consulted with this person regarding the advisability of working with a coach and that this person is aware of and supports your decision to proceed with the coaching programme described in the relevant programme or services description.
- 5.8 You will keep me informed of any changes to your medical health or personal circumstances.

6. Charges and payment

- 6.1 The price for the services is set out in the programme or services description.
- 6.2 The relevant programme or services description will state if a payment plan is available. If there is a payment plan and you fail to make any of the instalment payments on the due date then I shall invoice you immediately for the whole of the outstanding balance and payment for that invoice will be due by return.

6.3 My refund policy is as follows.

6.3.1 If you are a consumer, you have the right to a refund during the 'cooling off' period, as described in clause 6.5.

6.3.2 Where I cancel a programme (other than clause 11.3) you are entitled to a partial refund for sessions which you have paid for in advance and which you have not received.

6.3.3 Where you wish to cancel this contract and you give me 14 days notice in writing, I shall give you a partial refund for sessions which you have paid for in advance and which you have not received, but I shall deduct reasonable compensation for the net costs I shall incur as a result of your ending the contract.

6.4 Payment is via the payment button on my website or sales page or as agreed between us.

6.5 Cooling off period for consumers

6.5.1 If you are a consumer you have the right to cancel this contract within 14 days without giving any reason. You are a consumer if you are an individual acting for purposes which are wholly or mainly outside your business.

6.5.2 The cancellation period will expire 14 days after the commencement of the contract. However, if you confirm to me you wish me to start to provide the services during the 14 day cooling off period then you lose your right to cancel. At this point my refund policy set out in clause 6.3 will apply. You confirm you wish me to start to provide the services by any of the following: booking a session with me; or accessing or downloading any digital resources I make available to you; or joining any private social media group associated with my services; or accessing any other supporting materials made available to you.

6.5.3 If you cancel this contract in accordance with the cooling off period in clause 6.5, I shall reimburse to you all payments received from you promptly and using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise.

However, this will only be the case if you have not confirmed to me you wish me to provide the services as specified in clause 6.5.2.

7. Intellectual property

7.1 If I provide you with any materials, whether digital or printed, any intellectual property in those materials belongs to me and unless we agree otherwise you can only use those materials for your own personal use and you may not share them with third parties.

7.2 From time to time I may record live group sessions. If you participate in such sessions, you authorise me to use your image and voice in any such recordings (and to make use of such recordings in any way I think fit) without payment, other condition or need for further consent. All participants are informed prior to any session being recorded.

8. How I may use your personal information

8.1 I shall use the personal information you give to me to:

- provide the services;
- process your payment for the services; and
- inform you about any similar products and services that I provide, though you may stop receiving this information at any time by contacting me.

8.2 I shall not give your personal information to any third party unless you agree to it.

9. Confidential information

9.1 All information shared by you will be kept strictly confidential, except when releasing such information is required by law and/or where I consider it necessary to do so because of concerns of risk to yourself or others.

9.2 Where you participate in any group sessions, for example as part of a group coaching programme, you agree to keep strictly confidential any information shared by participants in those group sessions and not to share it with any third parties. You will not use the confidential information of any participant of a group session for your own benefit except with the explicit consent of that participant.

9.3 The obligations in clauses 9.1 and 9.2 will not apply to information which:

- has ceased to be confidential through no fault of either party;
- was already in the possession of the recipient before being disclosed by the other party; or
- has been lawfully received from a third party who did not acquire it in confidence.

9.4 Your and my confidentiality obligations under this clause will continue after termination of this agreement.

10. Resolving problems

10.1 In the unlikely event that there is a problem with the services, please contact me as soon as possible and give me a reasonable opportunity to sort out any problems with you and reach a positive outcome.

10.2 I may at my option vary or re-perform the services if there is a problem and the terms of this agreement will apply to any re-performed services.

10.3 If you are buying services from me nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

11. End of the contract

11.1 If a programme or services description specifies a length of time for services to be provided, then subject to clause 11.2 below, the services will terminate at the end of that timeframe.

11.2 If I provide services to you on an ongoing basis and the relevant programme or services description does not specify a timeframe then either you or I may terminate the services by one month's written notice to each other.

11.3 Either you or I may terminate the services and this agreement immediately if:

- the other party commits any material breach of the terms of this agreement and, in the case of a breach capable of being resolved, the breach is not resolved within 30 days of a written request to do so. The written request must expressly refer to this clause and state that this contract will be terminated if the breach is not resolved; or
- the other party commits or threatens to commit or is threatened with any act of insolvency under the Insolvency Act 1986.

11.4 If this contract is ended it will not affect my right to receive any money which you owe to me under this contract and it will not operate to affect any provisions that expressly or by implication survive termination.

12. Limit on my responsibility to you

12.1 Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury), I am not legally responsible for any:

- losses that:
- were not foreseeable to you and me when the contract was formed
- that were not caused by any breach of these terms on my part

- business losses, including loss of business, loss of profits, loss of management time and loss of business opportunity.

12.2 My total liability to you is limited to the amount of fees, if any, paid by you for the services.

13. Disputes

13.1 I shall try to resolve any disputes with you quickly and efficiently.

13.2 If you and I cannot resolve a dispute using my internal complaint handling procedure and either of us want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.

13.3 The laws of England and Wales will apply to this contract.

13.4 In the event of a dispute between us, you and I agree not to engage in any conduct or communications, including on social media, designed to disparage my or your website, products and services.

14. Entire agreement

14.1 These terms constitute the entire agreement between us in relation to your purchase.

14.2 You acknowledge that you have not relied on any statement, promise, assurance or warranty given by or on behalf of me which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

15. Third party rights

15.1 No one other than a party to this contract has any right to enforce any term of this contract.