# Terms and Conditions

Lumivera Coaching & Consulting Limited

These Terms and Conditions govern the coaching and mentoring services provided by Lumivera Coaching & Consulting Limited ("Lumivera Coaching," "the Coach," or "we") to you ("the Client" or "you"). By booking a session, you agree to be bound by these terms. They sit alongside your Individual Coaching Agreement, and the GDPR & Privacy Policy available at lumiveracoaching.co.uk

## 1. Services

We provide the coaching and mentoring services described at www.lumiveracoaching.co.uk and in any written programme information or Coaching Agreement shared before the work begins. Sessions may be delivered online by video, face-to-face, or in another format agreed in writing.

Coaching 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.

## 2. The coaching and mentoring relationship

**The coach/mentor.** The coach/mentor works to the ethical standards of the European Mentoring and Coaching Council (EMCC), and you are encouraged to review the EMCC Global Code of Ethics.

In this relationship the coach/mentor offers guidance, frameworks, structure, experience, knowledge, and expertise, and functions solely in a coaching or mentoring capacity regardless of any other professional roles held outside this work.

The coach/mentor does not give direct advice beyond sharing experience, knowledge, or expertise in a mentoring capacity, does not represent you in legal matters or court proceedings, and does not write testimonials on your behalf in legal or criminal proceedings.

**You, the client,** set the direction, agenda, and goals; you are resourceful, whole and you choose what to work on and what actions to take. You are solely responsible for your own physical, mental, and emotional wellbeing, and for the decisions, choices, actions, and results that arise from coaching (for clients aged 16 or 17, see section 10). Results cannot be guaranteed: responsibility for your results remains with you, and the value of the relationship depends in part on your engagement.

To gain the greatest value from this work, you agree to provide accurate and complete information, participate actively, communicate honestly and raise any relevant needs or concerns, remain open to feedback, create the time and energy to take part fully, and put agreed strategies and actions into practice where you choose to do so.

Coaching and mentoring may touch many areas of your life, including work, finances, health, relationships, education, and recreation. How you handle those areas, how you apply coaching and mentoring principles within them, and which choices you implement remain entirely your responsibility.

**The methods.** Coaching and mentoring tools may include values clarification, mindset work, emotional mastery work, somatic work, reflective and clarifying questions, examining how you operate in your life, brainstorming, identifying plans of action, exploring strategies and making empowering requests. Any interpretation offered is held as a hypothesis, and you retain full authority over what is true for you.

**The boundaries of this work.** Coaching and mentoring are not therapy. They do not substitute for therapy and do not prevent, cure, or treat any mental disorder or medical condition. This work does not involve the diagnosis or treatment of mental disorders as defined by the DSM-5 (American Psychiatric Association) or ICD-11 (World Health Organisation), and it is not a substitute for counselling, psychotherapy, mental health care, substance misuse treatment, or legal, medical, or financial advice.

It is your responsibility to seek independent professional guidance where needed. If you are currently under the care of a mental health professional, we recommend you inform them of the nature and extent of this coaching relationship.

## 3. Delivery of services and support between sessions

The coach/mentor and client may work through online or video meetings, face-to-face sessions, or another format agreed in writing. Session times and locations will be mutually agreed. Lumivera Coaching & Consulting Limited is an appointment-only service, and all sessions must be booked in advance.

Between-session support and any extended support, additional sessions, or voice or video contact outside scheduled sessions will be agreed separately at the agreed rate.

## 4. Payment

Fees, programme details, payment method, any discount or special terms, and any package arrangements will be confirmed separately in writing before the relevant service begins. All payments are made in GBP by bank transfer or another agreed method. An invoice is available on request.

For individual sessions, payment is due 24 hours before each scheduled session. Where payment is not received within this timeframe, we reserve the right to release, reschedule or cancel the appointment.

For coaching packages, payment is due in full before the first scheduled session unless an instalment plan has been agreed in writing.

## 5. Rescheduling, cancellations, and termination

Lumivera Coaching & Consulting Limited is an appointment-only service, and all sessions are booked in advance.

### 5.1 Package fees and commitment

Coaching packages run for a fixed term of 3 months (6 sessions) or 6 months (12 sessions). When you book a package, you commit to the full package term and to paying the full package fee.

The package fee is payable in full before the first scheduled session. If agreed in writing before the package begins, you may instead pay in equal monthly instalments. The first instalment is due before the first scheduled session, and each following instalment on the same date each month. Monthly instalments are a way of spreading the cost. They do not shorten your commitment or allow the package to be ended month by month.

Your package commitment starts on the date your booking is confirmed. After the 14-day cancellation period in 5.6, stopping the coaching early does not cancel the remaining package fee or any remaining instalments, except as set out in 5.4 and 5.5.

**5.2 Cancelling or rescheduling a session**

Please give at least 24 hours' notice to cancel or reschedule a session. A session cancelled with less than 24 hours' notice, or missed without contact, is forfeited - the full session cost applies, and no credit or reschedule is offered.

In a genuine emergency, contact us as soon as possible at info@lumiveracoaching.co.uk. One emergency reschedule per package is honoured in good faith, and further exceptions are at our discretion.

Repeated late cancellations or missed sessions - more than two during any rolling package period - may be raised as a coaching conversation because consistent non-attendance is not in your interests. In persistent cases, Lumivera Coaching & Consulting Limited may pause or end the working relationship.

**5.3 Package validity**

Sessions purchased as part of a package must be used within 4 months for a 3-month package (6 sessions) and within 7 months for a 6-month package (12 sessions). Any sessions that are not booked or used within the relevant validity period will lapse without refund or rollover. It is your responsibility to schedule sessions in a timely manner.

The coach/mentor may occasionally need to cancel or reschedule a session. Where this happens, you are offered a full refund or a reschedule at no extra cost, and the equivalent time is added back to any package validity period.

Cancellations or rescheduling requested by the Client do not extend the validity period. Extensions may be considered in exceptional circumstances following a written request.

**5.4 Serious changes in your circumstances**

If you need to pause or exit a programme because of a serious personal or health situation, contact info@lumiveracoaching.co.uk. The coach/mentor will consider the circumstances with care and may, at their discretion, offer a credit or partial refund for undelivered sessions, taking account of the notice provided and the circumstances. Sessions already delivered are non-refundable.

**5.5 Ending the agreement**

If you wish to end your coaching programme, we will discuss it openly so we can bring proper closure to the relationship. Either party may end the agreement at any time with 7 days' written notice. Your package commitment in 5.1 still applies, unless 5.4 or 5.6 applies.

**If the Client ends the agreement early,** after the 14-day cancellation period, the package commitment in 5.1 still applies. No refund is given for undelivered sessions, and any remaining instalments are still due, except as set out in 5.4.

**If the Coach ends the agreement** because of repeated missed sessions, late cancellations or misconduct, remaining unused sessions are forfeited and no refund is given.

**If the Coach ends the agreement for any other reason,** for example illness or closing the business, no further instalments are due and the Coach will refund in full any sessions paid for but not yet delivered.

In all cases, sessions already delivered remain non-refundable.

### 5.6 Your right to cancel within 14 days

If you book as an individual online, by email or by telephone, you have the right to cancel within 14 days of the day your booking is confirmed, without giving a reason.

To cancel, email info@lumiveracoaching.co.uk. Any refund due will be made within 14 days of us receiving your notice, using the same payment method.

We will not start sessions within the 14 days unless you ask us to. If you ask for a session to take place within the 14 days and then cancel, you will pay for any sessions already delivered. Once all the services you booked have been delivered at your request, the right to cancel ends. This right sits alongside, and does not replace, the rescheduling and cancellation terms in section 5.

## 6. Confidentiality

What you share, in writing or conversation, is held in confidence under the EMCC Global Code of Ethics. The coach-client relationship is not legally privileged in the way medical or

legal relationships are. The coach/mentor will not disclose information about you, or use your name as a reference, without your consent, except where disclosure is required or permitted under this section.

Confidentiality is kept except where the law requires disclosure, or where there is reasonable concern about serious harm or a safeguarding risk. In those cases the coach/mentor acts in line with safeguarding and legal obligations and, wherever safe to do so, tells you first. Information may be shared without your consent where:

- it is in the wider public interest - for example, intent to commit, or information about, a serious crime;
- a child or vulnerable person may be at risk of harm, neglect, or abuse;
- you are at risk of harming yourself or another person;
- a court orders the release of information or records.

The coach/mentor receives regular supervision; any discussion there is fully anonymised, and no identifying details are shared without your written consent. You agree to keep session methods and techniques confidential unless agreed otherwise in writing. Sessions are not recorded unless both parties agree in writing in advance, with the purpose and storage clearly stated.

## 7. Record keeping

The coach/mentor keeps a proportionate digital record of each Client's work and progress. Records are stored securely and handled in line with applicable UK law to protect your privacy. Full detail of how your personal data is collected, used, and protected is set out in the Privacy Policy.

## 8. Accreditation verification

To gain and maintain accreditation with the EMCC or ICF, the coach/mentor may need coaching relationships verified by that body. With your consent, only your name, contact details, and coaching start and end dates are shared for this purpose. No session notes or personal content are shared. Your consent is recorded in your Coaching Agreement.

## 9. Your Personal safety and crisis support

Lumivera Coaching & Consulting Limited is not a crisis service. If you are experiencing thoughts of harming yourself or others, contact the emergency services on 999, or NHS 111. If you have a physical or mental health condition you are not receiving support for, please make an appointment with your GP, who can signpost you to the right help.

General mental health support lines include:

- Samaritans - 116 123 - free, confidential support for anyone, 24 hours a day, every day.
- SANEline - 0300 304 7000 - for anyone affected by mental illness, including families and carers; open 4pm to 10pm, every day.
- CALM - 0800 58 58 58 - for anyone who is struggling or in crisis; open 5pm to midnight, every day.
- Shout - text SHOUT to 85258 - free, confidential text support, 24 hours a day.
- Childline – 0800 1111 - for anyone under 19, 24 hours a day.
- Papyrus HOPELINE247 - 0800 068 4141 - for young people under 35 with thoughts of suicide, and anyone worried about a young person.

## 10. Clients aged 16 and 17

We work with young people aged 16 and 17 with the agreement of a parent or guardian. In addition to the rest of these Terms:

- **Agreement and payment.** A parent or guardian with parental responsibility signs the Coaching Agreement alongside the young person and is responsible for payment. Sections 4 and 5 apply to the parent or guardian as the paying party.
- **Confidentiality.** What the young person shares is confidential to them. What the parent or guardian is told, and how, is set out in the Coaching Agreement. Section 6 applies, and safeguarding concerns may be shared with the parent or guardian, children's services or the emergency services.
- **Safeguarding.** We follow safeguarding guidance for working with under-18s, including any legal duty to report harm to young people.
- **Wellbeing.** Responsibility for the young person's wellbeing is shared with their parents or guardian. Section 2 applies as far as is appropriate to the young person's age.
- **Online sessions.** The young person joins from a private space, with a parent or guardian at home or reachable during the session.
- **Face-to-face sessions.** Sessions take place in a private, bookable room within a staffed professional building, never in a private home. The parent or guardian is told the address, date and times in advance, remains reachable by phone during the session, and is responsible for the young person's travel to and from the venue. The Coach does not provide transport.

## 11. The Coach's safety

Lumivera Coaching & Consulting Limited is a respectful enterprise and treats clients with respect and dignity at all times. It holds the same expectation in return, and has zero tolerance for abuse of the coach/mentor in any form.

If the coach/mentor experiences your communication as abusive, services will be withdrawn. Abuse here is not limited to inappropriate language; it includes any communication judged to be unduly aggressive or threatening. In that event you will not be eligible for a refund for services already delivered. This does not affect your right to complain appropriately, and the complaints process remains available to you.

Where a session takes place while the Client is intoxicated or under the influence of drugs, Lumivera Coaching & Consulting Limited reserves the right to end the appointment immediately, without notice or refund. Lumivera Coaching & Consulting Limited also reserves the right to decline to see any individual; a reason may be requested by email or telephone, subject to confidentiality, safeguarding, legal, and equality obligations.

## 12. Intellectual property

Materials provided during sessions - including worksheets, documents, articles, content frameworks, methods, techniques, processes, and online modules - remain the intellectual property of Lumivera Coaching & Consulting Limited unless stated otherwise. They may be used only for your own personal use and may not be copied, recorded, distributed, sold, taught, published, adapted for commercial use, or used for another purpose without prior written consent.

## 13. Limitation of liability

The coach/mentor will not be liable for any indirect, incidental, or consequential damages arising from the client's use of coaching or mentoring services. You as a client are solely responsible for your own wellbeing, decisions, choices, actions, and results arising from the coaching relationship (for clients aged 16 or 17, see section 10).

Coaching and mentoring are not therapy. They do not substitute for therapy and do not prevent, cure, or treat any mental disorder or medical condition. Coaching does not involve the diagnosis or treatment of mental disorders as defined by the DSM-5 (American Psychiatric Association) or ICD-11 (World Health Organisation), and is not a substitute for counselling, psychotherapy, mental health care, substance misuse treatment, or legal, medical, or financial advice. It is your responsibility to seek independent professional guidance where needed. If you are currently under the care of a mental health professional, we recommend you inform them of the nature and extent of this coaching relationship.

Except as expressly provided in these Terms and Conditions and your Coaching Agreement, the coach/mentor makes no guarantees, representations, or warranties of any kind, express or implied, in respect of the services. In no event shall the coach/mentor be liable for indirect, consequential, or special damages. The Coach’s total liability under these Terms and your Coaching Agreement, and your exclusive remedy, is limited to the fees paid by you for the specific coaching package or session to which the claim relates.

Nothing in these Terms or your Coaching Agreement limits or excludes liability that cannot lawfully be limited or excluded, including liability for death or personal injury caused by negligence, or for fraud.

## 14. Complaints

If you need to raise a concern or complaint about any aspect of the service, please contact us by email at info@lumiveracoaching.co.uk, and we will work to resolve it promptly and in good faith. Please raise concerns appropriately; aggression, threats, and violence will not be tolerated.

## 15. Applicable law and dispute resolution

These Terms and the Coaching Agreement are governed by and construed in accordance with the laws of England and Wales. Any concern is raised first by email, and we aim to resolve it in good faith. Any unresolved dispute is subject to the laws of England and Wales.

## 16. Amendments

These Terms and Conditions may be updated from time to time, with the current version published at www.lumiveracoaching.co.uk Changes apply to bookings made after the update. They do not change an agreement already signed unless we both agree in writing.