

COACHING SERVICES

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These terms and conditions apply to all services provided by Breakup and Divorce Global Limited being a company registered in England and Wales under number 8599385 having its registered office at Clay Barn, Ipsley Court, Berrington Close, Redditch, Worcestershire, B98 0TJ referred to as "Breakup and Divorce Global Limited", "we", "us" or "our" and You as ("You" or "Your"). Breakup and Divorce Global Limited and You shall collectively be referred to as the PARTIES or, individually, a PARTY.

By engaging Us to provide Coaching Services to You, You agree to be bound by these terms including the terms of our Privacy Policy.

In accordance with these terms and conditions. We may collect hold and process information concerning you and use this for the purposes set out in our privacy policy which can be found at <https://www.saradavison.com/terms-conditions/>. Additionally in order to comply with anti-money laundering requirements, we may at any time require evidence of source of funds and may retain funds until this is provided to our satisfaction.

1.

OUR SERVICES

1.1

We provide a variety of services to individuals and professionals.

1.2

Specific terms may apply to each service that we provide.

1.3

These terms and conditions apply to any course of breakup, divorce or domestic abuse coaching support services and to individual coaching events as may be agreed from time to time. (Coaching)

2.

COACHING:

2.1

Coaching provides mentoring guidance and support to arising from or relating to the breakup of a relationship

2.2

We facilitate access to qualified experienced coaches, support groups and associated and related services in accordance with your requirements. Any agreement for provision of coaching services may be with your Coach directly according to the engagement you enter into.

2.3

Coaching is not.

a) counselling, psychotherapy, or psychoanalysis, we do not provide mental health services or advice.

b) a substitute for appropriate professional advice.

2.4

It is Your responsibility to seek professional guidance for legal, medical, financial, business, mental health, or other appropriate advice from an appropriate, professional adviser.

2.5

Where we are requested to do so we may provide referrals to financial, legal, or other professionals. We may and shall be entitled to receive a referral fee from those professionals if You choose to engage them. We will fully disclose to you the receipt of such a fee, we are under no obligation to account to you for referral fees.

2.6

On occasion we will work with You to identify a suitable Sara Davison accredited Coach, effect the introduction and arrange a first consultation during which you may decide

whether to engage the Coach or seek an alternative, this session is not chargeable and is for scoping and introduction purposes.

2.7

The scope and duration location and any other requirements of the coaching to be provided will be agreed between Yourself and the Coach.

3.

FEES

3.1

Coaching will be charged at the hourly rate applicable to the seniority and experience of the Coach that you engage, these rates will be notified to you at the commencement of your engagement.

3.2

Coaching sessions will be held across video communications, however if sessions are in presence, Coaches will be entitled to charge for travel expenses and travelling time and if required any accommodation costs

3.3

You will be responsible for making any reservations and paying for any accommodation.

3.4

Payment may be made by bank transfer, or through Stripe, though Breakup and Divorce Global Limited reserves the right to alter the payment mechanism from time to time no less than 48 hours before each consultation.

4.

MISSED CONSULTATIONS:

4.1

If You are unable to attend a consultation, please Us know as soon as possible prior to the booked time.

4.2

If You fail to attend a consultation on less than 48 (forty-eight) hours' notice, we reserve the right to payment.

4.3

Consultation will in any event be deemed to have started at the agreed time.

5.

LIABILITY:

5.1

The coaching we provide is based on our learning and the experienced Coaches that we accredit who will provide You guidance and support in relation to or arising out of relationship breakdown.

5.2

Coaching is not a substitute for professional legal, financial mental health services or other professional advice.

5.3

Whilst we may suggest that You obtain such services, we shall have no obligation to do so.

5.4

You are responsible for Your actions, we may suggest tools and strategies for dealing with difficult, confrontational, or emotional situations but You must consider whether these are appropriate to any specific situation, and You must take such legal advice or other advice as You consider appropriate to ensure that any action You take or decline to take does not adversely affect Your legal rights health or the safety of others nor incur You in any civil or criminal liability .

5.5

Our total liability to You in respect of any claim or series of arising or made in any 12-month period will be limited to insurable and insured risks and capped at £5,000,000 in total including legal costs and expenses. Our professional indemnity insurance policy will

be available to You for inspection so that You may see what risks defaults and errors are insured.

6.

CONFIDENTIALITY:

6.1

We will treat all communication with Your chosen Coach as confidential.

6.2

We are Data Controllers, and we will process the information we receive from You in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons about processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation). Any questions concerns or complaints regarding the processing of Your personal data should be directed to marina@saradavison.com

6.3

Identity of all other participants who may attend any group sessions including without limitation any information and communications made during such sessions are strictly confidential. Any failure to keep this information confidential may incur you in legal liability to compensate us and or other participants and could cause distress or injury to third parties. You agree to indemnify us in relation to any loss damage and costs (including legal fees) arising from a breach of this provision.

6.4

We may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, or by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction or to the police or other authority or if it appears to us that such disclosure is necessary to prevent harm to a third-party.

6.5

To the extent it is legally permitted to do so, we will give You as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 6.4.

6.6

We will communicate with You via Your chosen medium. It is Your responsibility to choose a medium of communication which is secure and cannot be intercepted. If You require us to do so we may provide encrypted messaging services.

7.

TERMINATION:

7.1

Either You or Us may terminate the coaching relationship at any time without providing reasons for doing so. If we terminate the coaching relationship, we will repay all monies paid in advance.

7.2

Subject to Clause 8 If You terminate the relationship monies paid in advance will not be refundable.

8.

RIGHT TO CANCEL.

8.1

Where You have agreed to acquire coaching service via our web-service or via telephone (remotely) You have the right to cancel Your agreement with Us within 14 days (called the cooling-off period), without having to give any reason.

8.2

The 14-day cooling-off period will run from the date when we entered a contract with You which in most circumstances will be when You book Your first coaching session and make payment in advance for that session.

8.3

Please call us if You are unsure when the cooling-off period expires.

8.4

If You want to cancel Your contract during the cooling-off period, You need to tell us in a clear statement (for example, by email or a letter sent by post). You can use the cancellation form below, but You can also send Your own letter or email. Please use the contact details You have been given for the person with day-to-day conduct of Your matter. If You cannot reach them, please contact marina@saradavison.com.

8.5

After 14 days You will no longer have any right to cancel Your contract with us without paying us anything, and our normal terms of business and charges will apply.

8.6

If You cancel Your coaching agreement within the cooling-off period, our obligations under our agreement with You will immediately end and we will stop work on Your matter.

8.7

Unless You attended a coaching session before the cooling-off period expires (in which case You must pay us for that session before You cancel), we will refund all payments received from You without undue delay, and no later than 14 days after we receive Your notice to cancel Your agreement with us.

8.8

We will refund You using the same method of payment as You used to initially pay us unless You have expressly agreed with us otherwise. Whatever method we use to repay You we will ensure that You do not incur fees as a result.

8.9

If You ask us to start coaching sessions during the cooling-off period, then You will have to pay us for any sessions we provide up until You cancel.

8.10 Any services which we start at Your request during the cancellation period cannot be cancelled once completed, even if the cancellation period is still running.

9.

COMPLAINTS PROCEDURE

9.1

You may refer any complaint or concern to us by emailing us at marina@saradavison.com and we will endeavour to resolve the dispute in accordance with our complaint procedure, a copy of which is available here https://wordpress.saradavison.com/wp-content/uploads/sdge-complaints-procedure-2024.pdf?_ga=2.142916597.1132709104.1717419686-405461103.1707411791 (Our "Complaints Procedure").

9.2

We agree with you to first seek to resolve that dispute in accordance with our Complaints Procedure and by Alternate Dispute Resolution unless either party considers it reasonable to seek a court remedy known as an injunction in which case we will go directly to court.

10.

ALTERNATIVE DISPUTE RESOLUTION

10.1 Alternative dispute resolution is an optional process where an independent body

considers the facts of a dispute and seeks to resolve it, without you having to go to court or arbitration.

10.2 You can submit a dispute to an alternative dispute resolution entity ("ADR entity") who will not charge you for making a complaint and the dispute resolution process will be administered in accordance with any procedural rules set down by that ADR entity.

11.

LAW

11.1 All agreements formed in accordance with and subject to these terms and conditions shall be subject to the laws of England and Wales and save as provided herein to the jurisdiction of the courts of England and Wales.

11.2 These terms, together with any document expressly referred to in it, represents the entire agreement between you and us in relation to its subject matter.

11.3 You confirm that you have not relied and will not rely upon any representation, misrepresentation, statement, or misstatement that is not included in these terms.

APPENDIX 1.

Notice to cancel.

YOUR RIGHT TO CANCEL EXPIRES 14 DAYS AFTER THE DATE YOU HAVE AGREED TO ACQUIRE
THE SEVICES AFTER THAT FEES ARE NON-REFUNDABLE.

Only sign this section if You want to cancel Your contract with us and want us to stop work

To: Breakup and Divorce Global Limited, Clay Barn, Ipsley Court, Berrington Close, Redditch,
Worcestershire, B98 0TJ, 01344 202150, marina@saradavison.com

I hereby give notice that I cancel the contract for the supply of Coaching services with You dated
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Client name(s):

Client address:

Signature(s) (only if this form is notified on paper)

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Date

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