

Consent, Terms & Conditions, Privacy and Practice Policies

Terms and Conditions:

Please accept the following terms and conditions for the (face to face, online video or telephonic coaching) for your first session and further sessions thereafter. The guidance contained in this communication (during the coaching session/s) is intended solely for the use of the individual or entity to whom it is addressed, and others authorized to receive it. Recording of the session is prohibited. New Beginnings Relationship Coaching and Counseling LLC., hereinafter referred to as New Beginnings, guides any client who has a suicidal idea or is trying to attempt suicide to immediately seek psychiatric help and despite the confidentiality clause, reserves the right to inform the client's emergency contact/ spouse / or client's family member of the intended action. New Beginnings is not responsible for the client's actions. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this communication herein is prohibited and may be unlawful. The recipient is hereby notified that any recording of this communication is prohibited. New Beginnings is not liable for any interpretation of the advice contained in the communication and for any further transmission of the same.

Description of Coaching:

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

Coach-Client Relationship

Client is solely responsible for creating and implementing his/her own physical, mental, and emotional well-being, decisions, choices, actions, and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach 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. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

Coach-Client Relationship cont.

Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including but not limited to, relationships, work, finances, health, education, and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.

Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other

professional advice by legal, medical or other qualified licensed professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a licensed or other mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

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

The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time. The Client will initiate all scheduled calls and will call the Coach for all scheduled meetings. If the Coach will be at any other number for a scheduled call, Client will be notified prior to the scheduled appointment time.

Payment

Payment is normally made at the end of each session or paid in advance for a set number of sessions. Online such as Venmo, HSA/FSA, Credit card, Venmo, check or cash are the only forms of payment we currently accept. The coach will endeavor to give you as much advance notice as possible in terms of holidays or of any other need to cancel a future appointment.

Cancellation and missed session policy

Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled calls/meetings. Coach reserves the right to bill Client for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting. There is no refund, in case of multiple session booking or pre-paid coaching sessions. If the client withdraws the coaching sessions at any given time, will not be eligible for any refund. Applicable in single and multiple booking sessions. The coach holds the right to terminate the session in certain situations.

Confidentiality

Confidentiality is an integral part of coaching ensuring the client's sense of safety. This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach is part of this relationship. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the

Coach and because of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner. The only circumstance where confidentiality might be broken would be if there was a serious risk to the client's life or if another person's life was at risk; alternatively, in the rare instance where the therapist was liable to civil or criminal court proceedings if they did not disclose client information. If at all possible this would be discussed at length with the client beforehand and everything would be done to safeguard client confidentiality despite.

Handling of personal information According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes. All records are kept securely and ensures the utmost confidentiality in the treatment of any information held about its clients. No information will be disclosed without the client's written permission, except under certain circumstances which would be discussed with client prior to disclosure.

Limited Liability

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach 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 under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

Entire Agreement

This document reflects the entire agreement between the Coach and the Client and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The coach holds the right to amend, alter or supplement this agreement and terms and conditions without any prior notice to the Client.