

HEALTHY SOUL COACHING AND HOLISTIC PRACTICE

CONSENT AGREEMENT FORM

This Agreement is entered into by **Client's Name and Address** and between **Jana Hycnar**, Coach and Holistic Practitioner whereby Coach & Holistic Practitioner agrees to provide Coaching and Holistic Practice Services for Client focusing on his/her personal development and wellbeing.

Description of Services: The Coach and Holistic Practitioner will provide the following services through presential and/or remote (online) sessions:

Life Coaching. 60 minute session, where aspects of life in general are worked on. The coachee / client develops his power of decision and emotional intelligence. This helps coachee overcoming life challenges through belief pattern change and emotional awareness.

Herbalism. 60 minute session, where herbal treatment is offered for physical and emotional symptoms through tinctures, syrups, tablets, capsules, supplements, floral essences and aromatherapy (essential oils).

ThetaHealing. 60 to 90 minute session. It is a quantum therapy for energetic, physical, psycho-emotional and spiritual healing. This practice allows to identify and transform limiting beliefs and patterns stored in the subconscious, which make life difficult in several aspects, such as finances, love, self-image, health, work, among others.

1) Coach/Holistic Practitioner - Client Relationship

1.1 Coach/ Holistic Practitioner agrees to maintain the ethics and standards of behaviour.

1.2 Client is solely responsible for creating and implementing his/her own physical, mental and emotional wellbeing, decisions, choices, actions and results arising out of or resulting from the services acquired from his/her relationship and interactions with Coach/Holistic Practitioner. As such, the Client agrees that the Coach/Holistic Practitioner 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/Holistic Practitioner. Client understands that coaching and holistic practice do not substitute medical advice or treatment of any mental disorder or medical disease.

1.3 Client further acknowledges that he/she may terminate or discontinue the coaching and holistic practice relationship according to the terms in *section 9 - Termination*.

1.4 Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, 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.

1.5 Client acknowledges that coaching and holistic practice do not involve the diagnosis or treatment of mental disorders and that coaching and holistic practice are not to be used as a substitute for counselling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified 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 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 and holistic practice agreed upon by the Client and the Coach/Holistic Practitioner.

1.6 The Client understands that in order to enhance the coaching relationship and holistic practice, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in both processes.

2) Schedule and Fees

The coaching and/or holistic practice sessions are valid as of the fee *in pounds sterling* as informed on Healthy Soul's website. The payment of each session must be made in advance.

The sessions (face-to-face and/or remote) shall be between 60 and 90 minutes. If rates change before this agreement has been signed and dated, the prevailing rates will apply.

3) Procedure

The time of the coaching and holistic practice sessions and/or location will be determined by Coach/Holistic Practitioner and Client based on a mutually agreed upon time. When the sessions are performed online, the Client will initiate all scheduled calls and will call the Coach/Holistic Practitioner via Skype or WhatsApp (or any other appropriate teleconferencing software) for all scheduled meetings. If the Coach/Holistic Practitioner will be at any other number for a scheduled call, Client will be notified prior to the scheduled appointment time.

4) Confidentiality

These coaching relationship and holistic practice, as well as all information (documented or verbal) that the Client shares with the Coach/Holistic Practitioner as part of this relationship and practice, are bound by the principles of confidentiality set forth in Code of Ethics. However, please be aware that the Coach/Holistic Practitioner-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/Holistic Practitioner agrees not to disclose any information pertaining to the Client without the Client's

written consent. The Coach/Holistic practitioner will not disclose the Client's name as a reference without the Client's consent.

4.1 Exceptions to Confidentiality Rules

The Coach/Holistic practitioner may be required to break client confidentiality in case of a client is a threat to himself/herself or others, in which case the Coach/Holistic Practitioner must notify the person in danger or notify someone who can keep the client safe. The same may be applicable if Coach/Holistic Practitioner believes a client is being abused.

5) Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach/Holistic Practitioner **24 hours** notice prior to cancelling an appointment or do not show for an appointment through scheduled calls/meetings. As a Client, I understand that the missed appointment fee will be due at the next session. The Coach/Holistic Practitioner reserves the right to bill Client for a missed meeting.

6) Rescheduling Appointments

Client agrees that it is the Client's responsibility to notify the Coach/Holistic Practitioner **24 hours** in advance whether Client is not able to attend an appointment for justified reasons and needs to reschedule it. Coach/Holistic Practitioner will attempt in good faith to reschedule an appointment.

7) Audio Recordings

As a Client, I hereby give consent to the Coach/Holistic Practitioner to perform audio recording (s) of our coaching and/or holistic practice session(s). I understand that:

☐ The recording(s) will be used solely to aid and assess the client's development as part of their process.

☐ The Coach/Holistic Practitioner, who will act as the Data Controller, shall process and store the personal data, collected in the recording(s) and on this form, securely and with the informed consent of the data subject in compliance with the Data Protection Act 1998, while the client is being assisted by the Coach/Holistic Practitioner and for a period of up to 2 years from the moment the relationship terminates.

☐ This agreement shall in no way transfer or assign any rights in my contribution to the client, other than as expressly set out in this agreement or as otherwise agreed by the parties in writing.

☐ Declining to agree this form will not affect Coach/Holistic Practitioner's eligibility for performing coaching and/or holistic sessions.

8) Record Retention Policy

The Client acknowledges that the Coach/Holistic Practitioner has disclosed his/her record retention policy with respect to documents, audios, information and data acquired or shared during the term of the Coach/Holistic Practitioner - Client relationship. Such records will be maintained by the Coach/Holistic Practitioner in a format of the Coach/Holistic Practitioner's choice (digital/electronic) for a period of not less than 2 years.

9) Termination

In the case of *Coaching Services*, either the Client or the Coach may terminate this Agreement at any time with **4 weeks** written and/or verbal notice. Client agrees to compensate the Coach for all services rendered through and including the effective date of termination of the coaching relationship.

For all other services from Health Soul Practice, either the Client or the Holistic Practitioner may terminate this Agreement at any time without written notice.

10) Limited Liability

Except as expressly provided in this Agreement, the Coach/Holistic Practitioner makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching and holistic practice services negotiated, agreed upon and rendered. In no event shall the Coach/Holistic Practitioner be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach/Holistic Practitioner'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/Holistic Practitioner under this Agreement for all coaching and holistic practice services rendered through and including the termination date.

11) Entire Agreement

This document reflects the entire agreement between the Coach/Holistic Practitioner 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 Agreement may not be amended, altered or supplemented except in writing signed by both the Coach/Holistic Practitioner and the Client.

12) Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

13) Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the United Kingdom (UK), without giving effect to any conflicts of laws provisions.

14) Binding Effect

This Agreement shall be binding upon the parties. It becomes binding by agreeing the online consent form on the Healthy Soul Practice website.