

General Terms & Conditions

Janene Liston Coaching & Consulting (i.e. the Coach) provides coaching and consulting services for small businesses. Articles and programs offer ideas & instruction on pricing, marketing, communication, and other aspects of business and leadership.

Payment Terms

Payment is required in full at the time of booking for all programs unless otherwise agreed in writing. The Coach shall charge a 5% (five percent) late penalty fee to all payment plan balances that are not paid within 7 working days by the Client. In the event that Client is in delay with payments to Company, Client shall be barred from using any of the Company's services.

Coaching Program Cancellation Policy

The Client can decide to terminate the coaching at any time upon a 2-week prior written notice to the Coach. It is understood that fees paid until the termination date will not be refunded. Cancellation notification must be received in writing via email or standard post.

For one-to-one coaching please refer to the terms in our contract.

Make Up Sessions & No Shows

One-to-one sessions can only be rescheduled if notice is received at least 24 hours in advance of the originally scheduled appointment per the cancellation policy above.

For group programs (like courses and group coaching) make-up sessions are not available.

There are no refunds or make-up sessions for "no shows".

Refund Policy

Refunds are not offered to the Client for change of mind. This purchase is not transferable or assignable by the Client to a third party without the Coach's prior written consent.

For Workshops: Full refunds (minus any payment processing fees) will be granted if at least 10 business days advance notice is given. For Workshops Series, that's 10 business days in advance of the first workshop.

For Challenges & Self-Paced Online Programs: Once access has been granted to the program and/or the program starts no refunds for change of mind will be given.

For Other Online Group Programs: Should the Client wish a refund for cancellation of its enrollment; it must notify the Coach within 14 days of purchase or enrollment with a valid reason, which is also reasonable to the Coach for a refund request. Evidence of program participation will be required upon Coach's request. The costs for use of any session or product used by the Client and an administration fee of 15% will be deducted from the total refunded fee. Any refund amount granted will be made at the sole discretion of the Coach and, if granted, by the same method that the Client made the initial payment.

For one-to-one coaching please refer to the terms in our contract.

Minimum Participants (for Courses)

If the course does not receive the minimum number of participants, the Coach has the right to cancel the course, latest 48 hours prior to the course. A full refund will be made to paid participants in case of cancellation due to the number of participants.

Marketing

Janene Liston Coaching & Consulting reserves the right to use photos, video and feedback testimonials from the courses for marketing material including on the website. If you are not in agreement with this please let me know in advance via email.

Limitation of Liability

The Program is only an educational/coaching service being provided. The Client accepts any and all risks, foreseeable or unforeseeable, arising from such transactions. The Coach is not to be held liable or responsible for any specific results or outcomes and makes no guarantees, representations or warranties with respect to coaching services agreed and rendered. The Client is solely and primarily responsible for its own actions and inactions and the results thereof by following and implementing the Coach's instructions.

By using the Coaching services and enrolling in the Program, the Client releases the Coach - and its associates - from any and all damages that may result from anything in connection to this coaching program and the Client's activities under this program.

In the event of unforeseen unexpected circumstances that are out of control of the Coach (Force Majeure), i.e. natural catastrophe, political unrest, strike, war, revolution, acts of god, flood, fire, global and local pandemic, the Coach can cancel or postpone the scheduled sessions or live events. The fee paid by the client will be kept as credit for the sessions afterwards. In case of cancellation the fees paid by clients, will be refunded to the Client. The Client however, will not hold the Coach for schedule changes or cancellations .

Disclaimer

It is agreed and understood that the Coach may share certain topics and findings with other professionals or clients – on an anonymous basis – for educational or consultation purposes.

The Coach gives no warranty that the documents, goods or services will be free of errors, or that defects will be corrected. Should a program or a product be faulty, the Client shall inform the Coach in writing about such issue and the Coach will advise accordingly.

Confidentiality

It is understood and agreed that during this program, the Client may disclose information about its business model, clients, as well as areas of personal and professional life to the Coach. All information about the Coach-Client relationship will remain strictly confidential. The Coach agrees not to disclose, reveal or make use of any Confidential Information learned of through its transactions with the Client, during the coaching session or otherwise, to any third party without the written consent of the Client.

The Client can, at any point in their coaching session, declare her preference not to discuss a specific issue, by simply stating that they would rather not discuss this issue. The Coach agrees to respect this boundary and will not attempt to forward the conversation further along those lines.

This section does not apply, if such information is available or accessible to the public, or if the Coach is obliged to disclose such information in front of a court of law or other legitimate authorities.

Use of Services and Intellectual Property

The Client agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit any portion of the coaching program (including course materials), use of the program, or access to the program for commercial purposes. The Coach's copyrighted and original materials will be provided to the Client for its individual use only and a single-user license.

The Client is not authorized to use any of the Coach's intellectual property for the Client's or any other third party's business purposes. The Client is not authorized to share, copy, distribute, or otherwise disseminate any materials received from the Coach electronically or otherwise without its prior written consent.

All intellectual property, including the Coach's copyrighted course materials, shall remain its sole property. No license to sell or distribute Coach's materials is granted or implied.

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Changes to Terms and Conditions

These Terms and Conditions apply to all public programs (unless otherwise noted) and are subject to change at the discretion of Janene Liston Coaching & Consulting. Please print out a copy for your records.