

These Terms and Conditions are entered into whereby the Coach (I) agree to provide Coaching Services for the Client (you) focusing on the following topics, results, outcomes, and goals attached to the package purchased.

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 maximise 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

- A. The Coach agrees to maintain the ethics and standards of behaviour established by the International Coach Federation (ICF) www.coachfederation.org/ethics.
- B. The Client is solely responsible for creating and implementing their own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and their 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.
- C. The Client understands that 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. A coach is not a medical practitioner.
- D. The Client further acknowledges that they may terminate or discontinue the coaching relationship at any time. See the 'terms of payment' outlined in **Schedule A**.
- E. The Client acknowledges that coaching is a comprehensive process that may involve all aspects of their 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 implement choices is exclusively the Client's responsibility.
- F. The Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by PsyBA and that coaching is not to be used as a substitute for counselling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment or other professional advice by medical or other qualified professionals. It is the Client's exclusive responsibility to seek such independent professional guidance as needed. If the Client is currently under the care of a mental health professional, the Client is required to disclose this to the Coach immediately and provide written consent from their medical practitioner, before coaching can commence. The Coach may refuse to provide coaching services in this situation.
- G. In signing the coaching agreement and entering into the coaching relationship, the Client agrees that if any mental health issues arise during the course of the coaching relationship, the Client will notify the Coach immediately so appropriate steps can be taken.
- H. The Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the coaching program.

Services

The parties agree to engage in a '**Coaching Program**' as detailed in **Schedule A** attached. The Coach will be available to the Client by email in between scheduled meetings as defined by the Coach in session#1. The Coach may also be available for additional time, as per the Client's needs, as defined and agreed to by the Coach prior to service delivery, at the hourly/project rate confirmed.

Schedule and Fees

- A. The delivery of coaching service includes coaching session(s), between session emails/calls where applicable and any other provided services.
- B. The length of time of each coaching session is as detailed in 'Session Duration' in **Schedule A**.
- C. If rates change before this agreement has been signed and dated, the prevailing rates will apply.
- D. The 'Refund policy' in effect for the term of this Agreement is as detailed in **Schedule A**.

Procedure

The time of the coaching sessions and/or location will be determined by the Coach and Client based on a mutually agreed upon time. If phone/online sessions are provided, the Client will initiate all scheduled calls and will call the Coach on the number provided.

Confidentiality

A. This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. 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 recognised privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's prior written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

B. 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 as a result 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 their continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

Coach Signature:

A handwritten signature in blue ink, appearing to read 'Anderson', is written over a horizontal line.

This Schedule should be read in conjunction with the Coaching Agreement presented to you at this time.

Terms of Payment

- Payment is required in-full prior to coach services being delivered via the payment method of your choice available to you on the Coaching invoice.
- Where paying by EFT a payment receipt is to be emailed to the Coach at the time of payment being made.
- At the discretion of the Coach, paid fees may be transferred to a future session date, where a session has been cancelled by the Client with more than 48 hours notice in writing.
- In the extreme and unusual case where the Coach cancels a session, the fee paid by the Client will be transferred to a future session - a refund will not be issued. Please see 'Refund Policy'.
- The Coach may suspend services where payment has not been received.
- In the unlikely event where the Coach terminates service provision, all fees paid against sessions not yet delivered to /consumed by the Client will be returned to the client in full, within 48 hours of service termination advice in writing by the Coach.

Coaching Program

- The session(s) will be scheduled ahead of time and, if multiple sessions have been booked, be booked in weekly or at intervals as agreed by the Client and Coach.
- The costs of all resources within your Program are included in your Coaching Fee, as agreed to prior to Coaching commencing and as detailed on your invoice.
- Where resources are added to your Program that are considered 'extra' to those negotiated and agreed to (such as books, profiling reports etc.), your Coach will gain your approval to use and charge you for them prior to delivery.
- Your Program can include one or all modes of delivery as follows: face-to-face, online and telephone. The mode/s of service you will experience will be as agreed to by you and the Coach prior to commencement of service.
- If applicable, email contact between sessions will be as outlined and agreed to in your first coaching session.
- If applicable, phone contact with your Coach between sessions will be as outlined and agreed to in your first coaching session.
- Your Coach will have a diary scheduled around your booked sessions. You are required to give at least 48 hours notice of session cancellation.
- Where a Client fails to attend a confirmed coaching session, the Client may forfeit their paid fee at the discretion of the Coach.

Session Duration

- Depending upon the Coaching Program you purchase will be the duration of time in each session. This will be confirmed with you prior to coaching commencing. Please always be on-time for your sessions. The Coach may not be able to add time onto the end of a planned session where you arrive late.

Refund Policy

Refunds will not be issued where:

- The Client fails to attend a pre-confirmed session (in person, online or via phone). At the discretion of the Coach, a new session time may be arranged.
- The Client terminates a pre-purchased program of coaching. At the discretion of the Coach, a percentage of the fee may be refunded, depending upon the notice period and reason for termination.
- The Client cancels a pre-purchased session with less than 48 hours notice. At the discretion of the Coach, a new session time may be arranged.
- The Coach cancels a coaching session- in this instance, a new session time will be arranged. Upon completion of a coaching session- no refunds apply.