



## COACHING SERVICE AGREEMENT

### 1) Parties Involved

- I. The party contracting to receive services: referred to as "Client", "I", "Me", or "My".
- II. The party providing services: referred to as "Service Provider" or "Coach".

### 2) Duration

This agreement begins on date of signature and continues for duration of coaching program.

### 3) Client Responsibilities

#### *Personal Responsibility*

- I. The Client acknowledges full responsibility for their physical, mental, and emotional well-being during coaching sessions, including decisions and choices to discontinue coaching.
- II. The Client will not hold the Coach liable for any outcomes resulting from coaching sessions.

#### *Goal Setting and Progress Tracking*

- III. **Goal Setting:** Clearly define specific goals and objectives for the coaching relationship at the outset, outlining how progress will be measured.
- IV. **Progress Tracking:** Implement regular check-ins or milestone reviews to assess progress towards goals and make adjustments as needed.

#### *Tasking Assignments*

- V. The Client agrees that growth and change occur through continuous implementation and review, and the Client has agreed to complete the tasking assignments between coaching sessions.
- VI. The Client agrees that any activity, exercise, or task that they have personally agreed to undertake or experiment with between coaching sessions defines a tasking assignment. They commit to completing all tasking assignments, coaching actions, and activities within the agreed-upon time frames and formats for the duration of the Coaching Program. Failure to complete these assignments will result in deferral of sessions until they are completed.

#### *Nature of Coaching*

- VII. Coaching is a Professional-Client relationship aimed at developing personal, professional, or business goals and strategies without involving mental health treatment or counselling.

#### *Comprehensive Process*

- VIII. Coaching may encompass various life areas such as work, finances, health, relationships, etc., with the Client retaining full responsibility for decisions and implementation.

#### *Non-Medical Nature*

- IX. The Client understands coaching does not diagnose or treat mental disorders, and it is not a substitute for therapy or medical treatment.

#### *Therapy Consultation*

- X. If currently in therapy, the Client agrees to consult their mental health provider regarding coaching suitability.

#### *Playing Full Out*

- XI. The Client commits to fully engage in this personal and professional development experience, aiming for it to be potentially life-changing, enjoyable, enriching, and rewarding for themselves. The Client acknowledges that they are solely responsible for the changes and results achieved and agree to actively participate and play full out in the coaching process.

### 4) Confidentiality and Privacy

- I. Information shared during coaching sessions is confidential unless otherwise specified or required by law.
- II. Anonymised client scenarios may be used for training or consultation purposes among coaching professionals.
- III. Confidentiality is maintained except in legal or ethical duty-of-care situations.

#### **IV. Session Recording**

To enhance the effectiveness of the coaching process, session calls may be recorded solely for the purpose of personal note-taking by the Coach. These recordings will remain private and secure, accessible only to the Coach, and will not be shared with any third parties. This practice aims to support future sessions and ensure continuity in the coaching journey.



#### 5) Services and Fees

- I. Services include face-to-face or virtual coaching sessions as agreed, addressing personal projects, business goals, or life improvements.
- II. Fees are paid in advance or as agreed as per the agreed coaching package, with provisions for additional sessions and rescheduling policies.
- III. Payments must be made by either direct bank deposit or Stripe within 7 days from the invoice date. In the event of payments not received within 7 days, a late fee of 5% will be applied to the outstanding amount each week until payment is received.

#### 6) Disclaimer and Qualifications

- I. The Coach holds certifications in Demartini Method™, Demartini Values Elicitation™, Neuro-Linguistic Programming (NLP), Time Line Therapy®, and Hypnosis, providing coaching services but not medical, legal, or financial advice. The Coach adheres to the ethical standards of relevant professional coaching bodies.
- II. Clients must seek appropriate professional advice for specific matters outside the scope of coaching, including but not limited to legal, financial, psychological, or medical concerns.

#### 7) Termination and Feedback

- I. Clients agree to provide feedback periodically to ensure coaching needs are met.
- II. Either party may terminate this agreement with 30 days' written notice. In the event of the Client's non-compliance with agreed-upon task assignments, program requirements, or payment terms, the Coach reserves the right to terminate the coaching relationship without refund. Any payments made prior to termination are non-refundable.

#### 8) Liability and Responsibilities

- I. Clients assume full responsibility for decisions, actions, and outcomes resulting from coaching sessions, acknowledging that coaching is a collaborative process aimed at personal growth and development, and is not a guaranteed solution to any specific problem or situation.
- II. Clients understand that the Coach is not a licensed therapist, financial advisor, or medical professional, and coaching does not substitute for professional advice in legal, financial, medical, psychological, or other matters. Clients are advised to seek appropriate professional counsel for such matters.
- III. In no event shall the Coach be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or use arising out of or related to the coaching services, even if the Coach has been advised of the possibility of such damages.
- IV. Coaching does not guarantee results: The Client acknowledges that coaching is a process that may facilitate personal and professional growth, but results depend on the Client's actions and engagement. The Coach does not guarantee specific outcomes from coaching sessions. To the fullest extent permitted by law, the Coach's total liability to the Client for any claim or cause of action arising under or related to the coaching relationship will be limited to the amount paid for the coaching services in question.
- V. The Client agrees to indemnify, defend, and hold harmless the Coach from any and all claims, liabilities, damages, or expenses (including legal fees) arising from their participation in coaching, except in cases of proven gross negligence or willful misconduct by the Coach.

#### 9) Force Majeure

- I. Neither party shall be liable for any delay or failure to perform any obligation under this agreement if the delay or failure results from circumstances beyond their reasonable control, including but not limited to acts of God, war, strikes, pandemics, natural disasters, government restrictions, or any other unforeseen events. Both parties agree to resume performance as soon as reasonably possible once the Force Majeure event ceases.

#### 10) Waiver of rights

- I. Failure by either party to enforce any provision of this agreement shall not constitute a waiver of the right to subsequently enforce that provision or any other provision of this agreement.

#### 11) Governing Law and Jurisdiction

- I. This agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia. Any disputes arising out of this agreement shall be resolved in the courts of New South Wales, Australia, which shall have exclusive jurisdiction.



## 12) Non-Disparagement

- I. The Client agrees not to make any disparaging or defamatory comments about the Coach or coaching services, either publicly or privately. Likewise, the Coach agrees to maintain professionalism and not make disparaging comments about the Client.

## 13) Program Specifics

- I. Clients commit to completing agreed-upon task assignments and program requirements within specified timeframes.
- II. Cancellation and rescheduling policies are adhered to with a minimum notice period of 24 business hours.
- III. In the event of non-payment or late payment, the Coach reserves the right to suspend or cancel scheduled sessions without refund until payment is received.

## 14) Additional Points

### *Communication Protocols:*

- I. Specify preferred methods of communication (email, phone, etc.) and expected response times outside of scheduled sessions. Provide emergency contact information.

### *Conflict Resolution:*

- II. Outline a process for addressing conflicts or misunderstandings that may arise during the coaching relationship, emphasizing open communication and resolution directly with the Coach.
- III. In the event of a conflict or misunderstanding during the coaching relationship, both parties agree to first seek resolution through open communication directly with the Coach. If the conflict remains unresolved, both parties agree to engage in mediation or arbitration before pursuing legal action.

### *Continuing Education and Development:*

- IV. Highlight the Coach's commitment to ongoing professional development and adherence to ethical standards set forth by relevant coaching associations or organizations.

### *Optional Services:*

- V. If applicable, outline any optional services or workshops available to the Client outside of regular coaching sessions, including associated fees and terms.

### *Renewal or Extension:*

- VI. Clarify whether the coaching agreement can be renewed or extended upon mutual agreement and under what terms.

## 15) Entire Agreement

- I. This agreement constitutes the entire understanding between the Coach and the Client, and supersedes all prior discussions, agreements, or understandings of any kind, and may only be amended in writing.

## 16) Agreement and Consent

By signing this agreement, the Client confirms understanding and acceptance of all terms outlined herein.

Both parties agree that signing indicates a mutual understanding and commitment to the coaching relationship.

This structured agreement covers essential aspects of the coaching relationship, ensuring clarity and mutual understanding between the Client and the Service Provider. Adjustments can be made based on specific needs or additional legal advice, as necessary.

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**Client**

\_\_\_\_\_  
**Coach**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**