

Coaching Terms & Conditions

These Terms & Conditions go hand-in-hand and form part of your Coaching Contract. Please make sure that you read everything thoroughly and understand the nature and scope of our coaching relationship.

DISCLAIMER: Coaching takes place through a strategic relationship – Client & Coach – in which through a thought-provoking and creative process the Client may be inspired to maximize personal and professional potential. It is designed to facilitate the identification of the wants and desires of the Client regarding their personal goals, and then establish these through the creation/development of specific action steps. The Client will be assisted in designing and developing their own personal strategy and plan to achieve these goals that the Client will then be responsible to execute and carry out.

1) Coach-Client Relationship

1. The relationship between Coach and Client is that of principal and independent contractor. The Coaching Contract does not make either party a joint venture, partner, employee, or agent of the other.
2. The Coach agrees to maintain the ethics and best practice standards of the generally accepted industry practice and standards.
3. The 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. The 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.
4. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.
5. 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 Clients.
6. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders 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 legal, medical, or other qualified professionals and that 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, 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.

7. 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. Where possible, the Client should ensure that there is as little background noise/distraction, so that they can get the most from each coaching call and be heard easily by the Coach.
8. The Client should expect that they will have weekly commitments, reflective exercises, or tools to incorporate into their lifestyle, and has set aside the necessary time to be able to fully commit to the process, not merely the time for the call each week. To facilitate this process, the Client understands and accepts that at the end of each call they may be asked “what are you committed to this week?” and will be expected to commit to a specific action of their choosing.
9. Results of the services vary from person to person. For this reason, performance, progress, and success are reliant on the Client meeting their own commitments. The Coach cannot and does not guarantee any particular or any results and the Client is solely responsible for their progress. If any time during the services the Client feels their progress is not as expected, it is the responsibility of the Client to advise the Coach immediately of any concerns to give the Coach an opportunity to address and assist. The Coach will use any and all reasonable efforts to solve these concerns. Nonetheless, the Coach does not guarantee or warrant any increase or altered progress or performance.

2) Services

The parties agree to engage in the Coaching Program agreed upon through calls, typically over Zoom unless otherwise specified. The Coach will be available to the Client by e-mail. The Coach expects to receive updates from the Client before the next meeting as set out in each coaching session, to ensure accountability for action or inaction by Client. Unless otherwise negotiated with Coach, Coach is not available to review documents, read or write reports, or engage in other client-related services outside of coaching hours.

3) Payment and Fees

This Coaching Contract is valid once the 1st payment is received. The fees are payable in advance unless otherwise agreed. In the event the Client has been permitted to make payment by instalments, the Client is responsible to complete all

payments, irrespective of whether or not the Client decides to complete the program invested in, and whether or not the Client has achieved the level of results expected. The calls will be via Zoom, unless otherwise organized, for the length of time agreed upon in the Coaching Contract.

REFUND POLICY: The Coach does offer refunds on coaching services, as the Client is expected to show up to your highest level of success. Part of the Client's commitment is that they are fully invested in the coaching process, to get the outcomes they have identified as being meaningful to them. The Client needs to be 100% committed to this process, in every way.

That said, the Coach will consider postponing sessions or part of the coaching package, should the Client suffer a family emergency (critical injury or death of a significant other/child). This is at the Coach's discretion and is not a decision the Coach will make lightly. Loss of employment or life-changing decisions made during the coaching process is not grounds on which the Coach will consider postponing the coaching sessions to future dates.

Should the Coach have a family emergency; the Client will have the option of either:

1. Rescheduling of the remaining coaching sessions; or
2. Pro-rated refund of the fees based on the number of coaching sessions that the Client has received to date.

4) Zoom calls, scheduling, and appointments

1. Rescheduling: change, as available on the Coach's schedule, will be allowed 48-hours before any appointment. If the Client cancels with less than 24-hours' notice or are a no-show for the session, the coaching session is forfeited.
2. Zoom calls: The Coach will be available at the appointed time each week in the Zoom room.
3. Phone calls: If the Client chooses to call the Coach by phone, the Client will initiate all scheduled calls and will call the Coach at the mobile number provided. Sessions will finish on time at the originally scheduled time unless otherwise agreed by the Client and Coach.

5) Confidentiality

1. 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 and laws applicable to the Coach and Client. However, please be aware that the Coach-Client relationship is not considered a legally privileged relationship (unlike the legal profession or

medical profession) 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.

2. 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 his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.
3. Client acknowledges and accepts that 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, with no reference being made to the personal description, name or identifying details of the Client.
4. Furthermore, the Client acknowledges and accepts that they will keep the Coach's privacy, information, and program documentation private and confidential. Any information and documentation disclosed by the Coach to the Client is confidential, proprietary, and belongs exclusively to the Coach. The Coach's program is copyrighted, and original materials provided to Client are for the Client's individual use only and a single-user license. The Client is not authorized to use any of Coach's intellectual property for Client's business purposes. Any and all intellectual property, including Coach's program and/or materials, shall remain the sole property of the Coach. These Terms & Conditions and the Coaching Contract gives no license to the Client to sell or distribute Coach's material in any way.
5. If a dispute arises, both parties agree that confidentiality is paramount to the reputation of both Client and Coach. At no time will any communications or discussions be made public. This includes, but is not limited to social media, websites, or another party. Any public discussion or comments about either party are considered defamatory, negative, or otherwise damaging and will be subject to compensation in any mediation or litigation claim.

6) Record Retention

1. The Client acknowledges that the Coach may make written notes during the coaching session, and additionally will send to the Client emails or messages via online mediums. The Coach may or may not delete or retain these messages in electronic format, as well as keeping the notes in the Client file until the relationship has terminated.
2. The Client furthermore understands that the financial transaction records will be kept in accordance with the tax and income reporting rules applicable to the Coach, for the purpose of accounting purposes. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for the time period deemed appropriate by the Coach's accountant or tax advisers.

7) Termination

1. Note that the Coaching Contract will automatically terminate upon completion, notwithstanding that the Confidentiality and duty of non-disclosure mentioned in these Terms & Conditions shall survive and continue in force and effect for the period of time allowed by applicable law.
2. Either the Client or the Coach may terminate the Coaching Contract at any time.
3. Client agrees, in the event of termination of the Coaching Contract, that the Coaching Fees are non-refundable as already set forth in these Terms & Conditions and as mentioned in the Coaching Contract.
4. In the event of termination without cause by the Coach, the Coach shall refund to the Client the pro-rated basis of fees, according to the coaching sessions remaining under the Coaching Contract.
5. However, the Coaching Contract may be terminated with cause by the Coach, at their sole discretion, should the Client become disruptive to Coach, fail to follow the guidelines provided by the Coach, be difficult to work with, consistently fail to complete the agreed-upon work between coaching sessions, or the Coach believe that the working relationship has broken down, including a loss of confidence and trust, which has the effect of compromising the Coach's ability to perform the services under the Coaching Contract.

8) Limited Liability & Indemnification

1. Except as expressly provided in these Terms & Conditions, 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 these Terms & Conditions and the Coaching Contract, and the Client's exclusive remedy shall be limited

to the amount actually paid by the Client to the Coach under the respective Coaching Contract for all coaching services rendered through and including the termination date.

2. The Coach is not an employee, agent, doctor, manager, therapist, public relations or business manager, registered dietician, financial analyst or adviser, psychotherapist, or accountant.
3. Therefore, the Client understands that the Coach has not promised, shall not provide and will not:
 - a) Procure or attempt to procure employment, business, or sales for Client.
 - b) Perform any business management functions, including, but not limited to account, tax or investment consulting or advice of any nature.
 - c) Act as a therapist, providing psychoanalysis, psychological counselling, or behavioral therapy.
 - d) Act as a public relations manager of any kind.
 - e) Act as a publicist in any way.
 - f) Introduce Client to any of Coach's network of contacts, partners, or business partners.
4. Client fully understands that a relationship and/or partnership does not exist between the parties upon the conclusion of the Coaching Contract, and that in no shape or form does the Coaching Contract create any type of partnership or agreement between the parties other than what is specifically covered therein and additionally covered in the Coaching Contract.
5. Furthermore, some of the services covered in the coaching may involve health or other personal management discussions. These services and the information provided should not replace discussions with a qualified healthcare or other relevant professionals and should not be used to diagnose or replace any professional treatment and/or management of any condition. Any decision about the Client's treatment and management of any condition should be made with the relevant healthcare professional, and the Client agrees and acknowledges that any reliance on any information, discussion or recommendation is done at their own risk.
6. The Client is always responsible for their own physical health and emotional well-being.
7. By engaging the Coach, the Client agrees that they alone are responsible for all outcomes and achievements by participating in the Services and the Coach cannot guarantee nor be responsible for any results, no matter how incurred.

9) Terms & Conditions and Coaching Contract

These Terms & Conditions shall be construed as forming an integral part of the Coaching Contract between the Coach and the Client, reflecting the complete understanding of the parties with respect to the subject matter. The Coaching

Contract, read together with these Terms & Conditions, all prior written and oral representations. The Coaching Contract may not be amended, altered, or supplemented except in writing signed by both the Coach and the Client.

10) Dispute Resolution

If a dispute arises out of the Coaching Contract that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after the notice is given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

11) Severability

If any provision of the Coaching Contract and these Terms & Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of the Coaching Contract and these Terms & Conditions is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12) Waiver

The failure of either party to enforce any provision of the Coaching Contract and these Terms & Conditions 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 the Coaching Contract and these Terms & Conditions.

13) Binding Effect

The Coaching Contract and these Terms & Conditions shall be binding upon the parties hereto and their respective successors and permissible assigns.