



Coaching Agreement

This Agreement is between the following parties:

	The Coach:	The Client:
Name:	Diana Lim
Company:	SMART Career and Life Coaching Pty Ltd
Address:	Level 1, 203 Blackburn Road,
Address 2:	Mount Waverley, VICTORIA 3149
Email:	Diana@smartcareerlife.com
Phone:	(03) 8678 1823

The *Commencement Date* for coaching is: day of, 201.....

The *Coaching Period* is the elapsed time taken to complete a series of: Sessions

The *Frequency of Sessions* will be: Weekly / Fortnightly / Monthly (circle one)

The *Duration of a Session*: 60 minutes each

Coaching Relationship

The Client understands that coaching is an ongoing, interactive, professional relationship designed to help The Client achieve his/her desired results in their career and in life.

Coaching is not a substitute for any form of medically prescribed or specified services (including psychotherapy, counseling, psychology services, therapy or analysis, except to the extent where the Client has been specifically referred to the Coach by a registered medical practitioner for purposes of the coaching and, whilst doing so, remains under the continuing supervision of that medical practitioner. If The Client desires additional or alternative treatment or therapy, The Coach will provide professional referrals if appropriate.

The Coach Responsibilities

The Coach agrees to:

- Provide The Client with professional coaching services to facilitate the achievement of agreed written goals (which may be amended by agreement from time to time) ("*Coaching*") through a series of regular meetings or conversations with The Client ("*Session*"), based upon the terms set out herein upon the Coach's standard Terms and Conditions set out in Schedule 1.
- Hold all information disclosed in the coaching sessions in confidence.
- Adhere to the ethical standards stipulated by the International Coach Federation.

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Client Initials



The Client Responsibilities

The Client agrees to:

- Arrive at each session on time, regardless of whether it is held over the phone or in person.
- Bring an issue or agenda to the session relevant to the Coaching.
- Turn off mobile phone, call waiting, pager and other distractions during the session.
- Comply with the Coach's reasonable directions in the conduct of the Coaching.
- Take full responsibility for his/her choices and decisions during coaching.
- Let The Coach know if at any time the coaching is not working as desired and use his/her best efforts in working with The Coach to resolve any issues that may arise.

Fees

Fee per Session: \$..... (Includes GST)
Total Fee for All Sessions: \$..... (Includes GST)

Terms of Payment

- Fee per Session will be paid in advance of Session or on the day of the Session itself.
- Where the Total Fee for All Sessions is paid in advance of or at the time of commencement of the first session, a 10% discount will be deducted from the Total Fee for All Sessions amount above.
- The Coach will inform The Client in advance of using any assessment tool, administered during the coaching relationship which will incur a fee. Upon agreement from The Client, this fee will be billed in addition to the Fee per Session (or Total Fee for All Sessions) amount above.
- The Coach may postpone/terminate any future sessions required to complete the Agreement, where payment for a prior session has not yet been received. Upon receipt of payment, The Coach will reschedule the remaining sessions under this Agreement.
- Payment for Coaching shall be by way of credit card, cheque, money order, cash or internet banking transfer. Payment by credit card (Mastercard/Visa) incurs a 2% fee.

Cancellation/Postponement

The Client is required to provide The Coach with at least 48 hours notice of session cancellation or postponement; otherwise a *Late Notice Fee* of \$40.00 will be incurred by The Client. The intended session will be rescheduled to a later agreed date. The *Late Notice Fee* is in addition to the Fee per Session (or Total Fee for All Sessions) amount above. If a session is missed due to The Coach canceling or postponing the session, it will be rescheduled to a later agreed date. The Coach will endeavor to provide the same notice period as requested of The Client.

Termination

The Coach may terminate this Agreement before completion of the total number of sessions detailed above, on written notice to The Client, where:

- The Client fails to perform or observe any of the terms of this Agreement and fails to remedy a breach within 5 calendar days of written notice provided by The Coach concerning the failure, or
- The Client fails to perform any term of this Agreement which is incapable of remedy, or
- The Client cancels more than 3 Sessions during the Coaching Period, or
- An insolvency event occurs in relation to The Client (e.g. bankruptcy, arrangement or court order is made or proposed in relation to all or any of The Client's assets), or
- The Client fails to pay in advance/on day of session and fails to pay within 5 calendar days of the reminder notice date for that session, or
- Any cheque endorsed by The Client for the purposes of this Agreement is dishonored and The Client fails to honour the cheque within 5 calendar days of notice.

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Client Initials



The Client may terminate this Agreement, on written notice to The Coach, where:

- The Coach fails to perform or observe any of the terms of this Agreement and fails to remedy a breach within 5 calendar days of notice provided by The Client concerning the failure, or
- The Coach fails to perform any term of this Agreement which is incapable of remedy.

Upon agreement of both The Coach and The Client, this Agreement may be terminated immediately, following the Procedure on Termination in the attached Terms and Conditions set out in Schedule 1.

Entire Agreement

This written Agreement and the Terms and Conditions set out in Schedule 1 constitute the entire Agreement between the parties. It shall be governed by the laws of the state of Victoria. If any provision of this Agreement shall be deemed invalid, that provision shall be excised to the extent of its invalidity and the remaining provisions shall remain intact. If any dispute should arise from this Agreement save as to the payment of the Coach's remuneration, it shall be addressed first via Mediation proceedings facilitated by the Dispute Settlement Centre of Victoria. Where mediation is unsuccessful, resolution will be found via court proceedings and the Victorian Department of Justice.

So agreed this day of, 201.....

The Coach:

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Full Name (print)	Signature	Date

The Client:

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Full Name (print)	Signature	Date

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Client Initials



SCHEDULE 1

Terms and Conditions

Sessions

A Session will be carried out over the telephone or in person at mutually agreed locations and times during the Coaching Period.

Preparation for Sessions

The Client must be committed to performing all action tasks agreed to within Coaching Sessions. Also, The Client must carry out any reasonable task deemed by The Coach as required in preparation for future sessions. The Client must advise The Coach as soon as The Client is aware that these actions will not or cannot be performed. If The Client refuses to carry out such actions without reasonable justification, this Agreement may be terminated by The Coach (and the Agreement provisions relating to termination shall apply).

Coaching Methods

The Client acknowledges that the Coaching Sessions can be mentally, emotionally and physically challenging. There may be occasions where The Client feels emotional challenges such as frustration, annoyance or stress. The Client must make all efforts to ensure that they are in peak mental, physical and emotional condition required for each Coaching Session. If necessary, The Client shall take all steps required to cancel a Session in the event that they are not well enough to continue.

Indemnity

The Client will indemnify The Coach in the event of all claims that may be made against The Coach as a consequence of The Coach's performance of this Agreement and otherwise against any loss sustained by The Coach as a consequence of The Client's default in performance of any of his/her agreed obligations. To the fullest extent allowed by law, The Client will not hold The Coach liable for any loss, damage or cost, economic or otherwise sustained by The Client (or any person associated with The Client) in the event of mental, physical, emotional stress or distress (or other ailment or condition) caused either directly or indirectly in relation to the Coaching Sessions. The Client shall indemnify The Coach in the event of any such claim.

No Warranties Provided

The Coach makes no representation or warranty to The Client that any of the Coaching Methods or the Sessions will work for The Client's particular circumstances. The Client will not hold The Coach responsible for the failure (in whole or in part) to achieve any of The Client's goals.

Confidential Material

As part of the Coaching, The Coach may need to obtain The Client's personal details or confidential material relating to The Client. The Coach will use all reasonable endeavors to ensure that such material shall not be disclosed to any third party, other than in the following circumstances:

- A referral is required in which event The Coach shall seek prior consent from The Client before disclosing any matter to referral source), or
- Such disclosure is required by law, or
- The Coach determines that there is a clear and imminent danger to The Client or others.

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Client Initials



Privacy

The Coach agrees to comply with the Information Privacy Act 2000 (Victoria) and the Health Records Act 2001 (Victoria) in respect of any personal or health information (as defined in the above Acts) collected, held and used by The Coach which he/she has become aware of or has had access to in connection with this Agreement. The details of this Agreement and any related client information will not be shared with or used by any third party without prior written consent from The Client.

Independent Contractor

The Client acknowledges that The Coach has been engaged by The Client solely as an independent contractor. The Coach acts at all times as an independent contractor and has no authority to bind or represent any other party in any way. The Client shall not hold any party liable for any act, matter or thing done or to be done by The Coach in the course of the Coaching or the Sessions.

Intellectual Property Rights

Neither the Agreement, these Terms and Conditions, nor the payment of any corresponding Coaching fees in respect of the Coaching activities, gives rise to, or shall give rise to, the creation of, the assignment to, or transfer of, any intellectual property rights in or to the Coaching activities for, in favour of, or in respect of, the Client. In particular, nothing in these Terms and Conditions or in the Agreement gives rise to any subsisting or created intellectual property rights (other than in favour of the Coach) in relation to:

- (a) processes, techniques, presentations, methodologies, precedents and materials used by the Coach in the Coaching activities ("Primary Materials"); and
- (b) all data input, interpretative analysis of, and the resulting output of, the Coaching activities ("Secondary Materials"), collectively, the "Materials".

The Client has no right to use or reproduce any of the Materials, except for the Secondary Materials, in which case, The Client is permitted to retain a copy of those materials for his /her own personal use or possession including for purposes of The Client's own internal business monitoring, performance or people assessment needs (but not otherwise, in any circumstance, for purposes of any separately arranged or derived economic gain, either directly or indirectly organised).

Engagement of The Coach

The Coach shall arrange to provide the Coaching to The Client during the Coaching Period at mutually agreed times and places. The Coach shall use best endeavors to be available for the entire Coaching Period. If The Coach is unavailable for all or part of the Period, a substitute duly qualified coach may be offered as replacement for all or any of the Sessions. Where approval is provided by The Client, the substitute coach shall thereafter be deemed to be The Coach for the purposes of this Agreement. Where The Client objects to the offer of coach substitution, The Client is entitled to terminate this Agreement upon written notice being provided to The Coach.

Procedure on Termination

If the Agreement is validly terminated prior to the end of the Coaching Period then The Client must immediately pay The Coach the balance (if any) of the outstanding fees for the unexpired period of Coaching, together with any other monies owed by The Client under this Agreement. Upon termination, The Coach shall immediately cease to be liable to The Client in respect of the Coaching and the Sessions.

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