

Coaching Services Agreement (‘Agreement’)

This Agreement is made between ("Client", "You"):

Your name here _____ of

Insert address - street/town/state

And:

Katie Bateman (ABN 38-927-187-491) of PO Box 1065, Midland, Western Australia 6936 (“Coach”, “We”)

1. PURPOSE OF THIS AGREEMENT:

- 1.1. The purpose of this document is to formalize agreement for the Services to be provided as listed in the Schedule on the terms set out in this Agreement (‘the Terms’).
- 1.2. The Coach will be providing Services as agreed in this Agreement and from time to time between the Client and the Coach.
- 1.3. The Client agrees to make payment for the Services in accordance with and as agreed in the Schedule.
- 1.4. The terms of this Agreement outline and govern the parties arrangement for these Services as follows:

2. DEFINITIONS:

- 2.1. **“Confidential Information”** means any written or oral information that is provided by or disclosed directly or indirectly through any means that is not already in the public domain, and may include information about personal health, emotional health, methods, procedures and other personal information.
- 2.2. **“Materials”** means blog articles, reports, advertising, audio promotional, literature, written documents, questionnaires, videos, specifications or other material which may be required to assist and enable the Services to be performed.
- 2.3. **“Minor child”** means anyone under the age of 18 years for whom we require parental or guardian consent to perform the Services.
- 2.4. **“Services”** means the services described in this Agreement and Item 1 of the Schedule.

What is the Role of a Coach?

Coaching is a respectful guided process of interaction and support over a period of time that in order to help parents and young adults manage techniques to deal with overwhelm, anxiety and other issues to provide them with emotional freedom. Coaching services are not to be construed as, or a replacement for medical, legal, psychological, mental or other health related advice.

As your Coach, I will endeavour to:

- Help and provide support using emotional, physical and educational information.
- help you to understand better and assist with child communication education around food, meals and behaviour.
- Respect your confidentiality.
- Provide support and assistance to you and family members.
- Provide suggestions, recommendations and resources for overcoming anxiety, overwhelm, dealing with life and other issues.
- Listen carefully to what you say and ask questions to help expand your awareness.

As the Client in this Coaching relationship, you agree the Coach's role is not medical or to provide advice beyond techniques to help support you and assist you and your family with your child's eating and behaviour communication process. In particular, the Coach will not:

- provide any medical support, advice or assistance at any time;
- liaise with any doctors, medical staff, the hospital, care providers or any other facility you may be attending; or
- make any decisions, determinations or provide advice to or for you or on your family's behalf.

3. SERVICES:

- 3.1. The Client appoints the Coach for the Services as specified in the Schedule to this Agreement. The Client accepts the Services and is bound by these Terms when the Client instructs the Coach to proceed, by making a payment, or by confirming acceptance via email or other written means.
- 3.2. The Coach agrees to provide the Services described in Item 1 of the Schedule in accordance with the Terms in this Agreement. The Coach agrees to provide these Services in a professional manner and in accordance with generally accepted industry practice and standards and will ensure any contractors or representatives that the Coach may employ from time to time will have the relevant qualifications and are under the same standards requirements.

- 3.3. Any specific terms and requirements relating to the Services required by the Client will be agreed in writing and notified to the Coach in advance.
- 3.4. Services may be provided as may be agreed in the Schedule. The Client is responsible for ensuring they have the appropriate facilities, including any online conferencing or other similar technical facilities available as agreed in the Schedule.
- 3.5. All sessions must be scheduled and agreed in advance by the Coach including any sessions which are rescheduled due to unavailability of either party.
- 3.6. In the event that a Client is unable to attend or wishes to reschedule their appointment, a minimum of twenty four (24) hours notice is required to permit the Coach to offer this session appointment time to another Client. Any session appointments that are not notified to the Coach for cancellation or rescheduling prior to this twenty four (24) hour requirement may be forfeited and may not be rescheduled. Any other cancellation terms are in the sole discretion of the Coach.

4. WARRANTIES AND REFUNDS

- 4.1. Legislation may confer certain rights, warranties and guarantees and remedies relating to the provision of the Services which cannot be excluded, restricted or modified, including but not limited to the Australian Consumer Law ('ACL'). At no time are these statutory rights sought to be excluded.
- 4.2. The Coach represents and warrants:
 - (a) in providing the Services, they will comply with all law and industry standards;
 - (b) the work performed to provide the Services will be done to a high standard in accordance with best practice; and
 - (c) the scope of the Services will be limited to the description provided in the Schedule unless otherwise agreed in writing from time to time. Similar or equivalent Services may be substituted from time to time if, in the sole opinion of the Coach, it would benefit the Client or be required to meet the terms of this Agreement.
- 4.3. The Client represents and warrants:
 - (a) they will provide all relevant information required for the Coach to carry out the Services in a timely manner;
 - (b) they are fully responsible for their minor child/children who may form part of the Services; and
 - (c) they hold the relevant and required current insurances to protect the Coach (where relevant) including against any third party claims.
- 4.4. The Client acknowledges and agrees that:

- (a) results of Services vary from individual to individual. For this reason, performance, progress and success of any particular part of the Services is reliant on the Client, minor child and family members where relevant, to meet their own requirements and follow the recommended actions. 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 in order to give the Coach an opportunity to address and assist. The Coach will use reasonable efforts to resolve any concerns, however at no time does the Coach guarantee or warrant any particular or altered progress or performance;
- (b) they undertake the Services at their own risk and any session recommendations are not a substitute for medical attention, treatment, examination, advice, treatment of existing conditions or diagnosis and is not intended to take the place of a proper medical advice from a fully qualified medical practitioner;
- (c) *Refunds:* Due to the nature of the Services, and as the Coach has blocked out specific time periods to provide the Services to the Client, any cancellation or termination and refund of Services would be to the detriment of the Coach. For this reason, there are no refunds for change of mind or for services provided. Refunds are granted in very limited circumstances and in the sole discretion of the Coach. Legislation may confer certain rights, warranties and guarantees and remedies relating to the provision of the Services which cannot be excluded, restricted or modified, including but not limited to the Australian Consumer Law (“Statutory Rights”) This includes your rights to a refund in certain circumstances where, for example, the Services are not provided with sufficient care and skill. At no time are these Statutory Rights sought to be excluded.
- (d) *Refunds for Group Coaching Programs:* The Client is permitted to request a prorata refund, in writing with a reason for their request. Any refund is at the sole discretion of the Coach, and will be prorata for services not yet rendered less an administrative fee.

5. DISPUTES

- 5.1. If at any time any aspect of the Services are not reasonably acceptable to the Client, or both parties disagree on the quality, substance, or the parties disagree for any reason on the Services, the Client will immediately notify the Coach of any such reason, the specifics and will give a reasonable opportunity for the Coach to respond and address any concerns. Feedback and discussion are important to the sessions and provision of the Services and it is up to the Client to provide such feedback in order to give the Coach an opportunity to resolve any issue quickly and effectively.
- 5.2. If a dispute arises, both parties agree that confidentiality is paramount to the reputation of both the Client and the Coach. At no time will any communications or discussions be made public, this includes but is not limited to any social media websites of either party. Any public discussion or comments about either party are considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.
- 5.3. In the event of any dispute on the work, quality or ownership that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each of us agrees to pay our own costs.

6. RELATIONSHIP

The relationship under this Agreement is that of principal and independent contractor. This Agreement does not make either party a joint venturer, partner, employee or agent of the other. No act or omission of either party is to bind the other party except as expressly set out in this Agreement.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

- 7.1. **Term:**
This Agreement is for the period set out in Item 2 of the Schedule. All Services must be provided between the Commencement Date and the Final Date as set out and agreed in the Schedule. It is up to the Client to ensure they arrange and are available for all sessions and for the Services to be provided in full.

- 7.2. **Ownership of Intellectual Property and Confidential Information:** Materials and work may be provided to the Client from time to time during and to enable the provision of the Services. All materials and work is provided without warranties of any kind, both express and implied. Any images, materials, analyses, processes, discussions and other intellectual property, both tangible and intangible, which is provided or may be developed as a result of or during the Services is and will remain the property of the Coach at all times. No materials may be reproduced or used for any purpose other than the personal private use of the Client. At no time may it be reproduced and provided to third parties without the express written permission of the Coach.
- 7.3. **Recording of Sessions:** As part of the sessions, Coach may record the sessions to enable the Client to review and practice the session recommendations and techniques. In the event the Client does not wish to have the sessions recording, they agree to provide their request to decline the recording of sessions in writing to the Coach.

8. INFORMATION PROVIDED TO PERFORM THE SERVICES

8.1. Confidentiality:

The Coach agrees that they will:

- (a) keep confidential and secure;
- (b) not use directly or indirectly; and
- (c) not disclose directly or indirectly,

this Agreement and all personal information relating to, arising under or acquired under or as a consequence of this Agreement and the Services, except:

- (i) as required by law or any regulatory authority; or
- (ii) with the Client's express written consent.

- 8.2. The Coach will not at any time disclose or allow access by any person or third party to any of the Confidential Information unless required to perform the Services in which case, the Coach will ensure they are under the same duty of confidentiality as the Coach is under this Agreement.
- 8.3. The confidentiality provisions survive the termination of this Agreement remain until the Confidential Information becomes part of the public domain.

9. PAYMENT AND PRIVACY

- 9.1. Services will only be provided once payment has been made and received by the Coach.
- 9.2. In the event of any late, overdue or unpaid invoice amounts, they will incur interest at a rate determined in accordance with the Penalty Interest Rates Act 1983.
- 9.3. In the event that the Client fails to pay any invoices, fails to make any payments in accordance with the terms of the Agreement or does not perform its obligations under this Agreement, the Coach may refuse to continue to provide the Services and may terminate this Agreement immediately without notice.
- 9.4. All payment and personal information will be kept in a secure manner in accordance with Australian privacy requirements. Please refer to the Coach's Privacy Policy for details on how Client information will be kept secure.
- 9.5. By providing the Coach with your payment and credit card details, the Client authorizes payment for Services. In the event the Client has chosen payments to be made on a recurring basis, the Client hereby authorizes such payments to be deducted by the Coach until the full payment has been made under the terms and in accordance with this Agreement.
- 9.6. **Default:** Failure to make a required payment when due under this Agreement shall constitute a material default under this Agreement.
- 9.7. All sessions or Services are non-transferrable. In addition, no sessions may include or be attended by any other person or third party unless agreed in advance by both Client and Coach.

10. TERMINATION AND CANCELLATION

- 10.1. For any breach of any of the obligations of this Agreement, the person who has committed the breach will immediately remedy or rectify the breach promptly.
- 10.2. Termination may occur if the Coach believes that the working relationship has broken down including a loss of confidence and trust; or for any other reason outside their control which has the effect of compromising their ability to perform the Services. In the event of such termination by the Coach, payment must be made up to the date of the last Services and any other monies paid in advance will be refunded to the Client.

- 10.3. In the event of any termination or cancellation by the Client, payment for the full terms of the Services as agreed and nominated in the Schedule becomes immediately due and payable. Any refund of any amounts or fees is in the sole discretion of the Coach.
- 10.5 Confidentiality survives and continues in the event of any dispute or termination and, in any event, after the delivery of the Services.

11. LIMITATION OF LIABILITY AND INDEMNITY

- 11.1. The Coach and their representatives are in no way liable for any loss or damages whether direct, indirect or consequential which the Client may suffer in reliance directly or indirectly on all or any part of the Services. The Client shall indemnify and hold harmless the Coach from and against any and all actions, claims, liabilities, proceedings or demands which may be brought against them in respect of any loss, death, injury, illness or damage (whether personal or property and including reasonable legal fees and expenses).
- 11.2. The liability of the Coach is governed solely by the ACL and these terms. Any other conditions and warranties which may be implied by custom, law or statute are expressly excluded.
- 11.3. The Client acknowledges and agrees that they use the Services at their own risk and from time to time, the Coach may require a referral from the Client's general practitioner in order to provide the Services. In engaging the Services, the Client agrees they are liable for and agree to indemnify and hold the Coach harmless for and against any and all claims, liabilities, actions and expenses which may result either directly or indirectly from a breach of these terms, misuse of the Services or in connection with any of the Services, including but not limited to any third party claims.
- 11.4. The Client agrees that some Services may involve health or other personal and well-being management discussions. The Services and information should not replace discussions with qualified suitable healthcare professionals where relevant and should not be used to diagnose or replace any professional treatment or management of any particular existing condition. All decisions about any treatment, management of any condition and all medical care must be made with a relevant healthcare professional and the Client agrees and acknowledges that any reliance on any information, discussions or recommendations that may arise during the sessions, is done at their own risk. The Client is at all times responsible for their child's own physical health and emotional well-being. The Coach recommends that any pre-existing condition be treated by a suitable medical professional and that any information provided by the Services is not to be relied on in substitution.

- 11.5. The Client agrees to advise the Coach of any pre-existing medical, physical or other conditions which may directly or indirectly affect or impact the Services or of which the Coach may need to be aware.
- 11.6. In any case, the Coach's liability is limited at all times to amount of the last invoice fees paid by the Client.
- 11.7. In the event of any group forum coaching programs, the Client agrees to abide by the rules for such programs in Schedule 2.

12. GOVERNING LAW

This Agreement is governed by the laws from time to time in force in the state of Western Australia. Both parties agree to unconditionally submit to the non-exclusive jurisdiction of the Courts of Western Australia for determining any dispute concerning this Agreement.

SCHEDULE

Item 1: Services to be Provided

Group Coaching support services and mentoring including recommendations, guidance and provision of techniques to manage anxiety, assist with personal development, overcome emotional issues and maintain general health and wellbeing etc.

Item 2: Term

Commencement Date: To be agreed upon via email

Final Date for Services: After the Six group coaching calls have taken place.

Item 3: Payment Schedule

\$333.00 AUD Incl GST if paid before Jan 1st 2023 \$444 Thereafter

Payable upfront, unless payment plan has been arranged prior.

Program: Goal Getters

6 Group Coaching sessions.

I have read, understand and agree to the terms of this Coaching Services Agreement and am over the age of 18 years of age:

SIGNED by Client

Sign name. _____

Print Name

Insert name. _____

Date

Insert date in dd/mm/yyyy format.

Guardian/Parent where Client is under the age of 18 years

SIGNED by Parent or Legal Guardian
Name:

Sign name. _____

Print Name _____

Date.

Insert date in dd/mm/yyyy format.
