



Coaching Agreement

This Agreement is between the following parties:

	The Coach:	The Client:
Name:	Diana Lim
Company:	Strategic Career Coaching
Address:	78 Centre Road,
Address 2:	Vermont, Victoria 3133
Email:	diana@strategiccareercoaching.com.au
Phone:	0404 528 269

The *Commencement Date* for Coaching is: day of, 2024

The *Duration of a Session*: 90 minutes

The *Total Number of Sessions* is dependent upon The Client’s coaching objectives, their self-awareness or clarity during coaching and the amount of support they need from The Coach to achieve their objectives. This number (or range of numbers) is estimated initially at the Commencement Date, then reviewed and adjusted throughout the coaching, in agreement between The Client and The Coach.

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.

Coaching is not a substitute for any form of medically prescribed or specified services (including psychotherapy, counselling, 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 where appropriate.

The Coach Responsibilities

The Coach agrees to:

- Provide The Client with professional coaching services to facilitate the achievement of agreed written objectives (which may be amended by agreement from time to time) (“*coaching*”) through a series of meeting(s) or conversation(s) with The Client (“*sessions*”), 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 Professional Standards stipulated by the Career Industry Council of Australia (CICA).

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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, online, 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)

Terms of Payment

- Fee per Session will be paid in advance of the session or on the day of the session itself.
- 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 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 resume sessions under this Agreement.
- Payment for coaching shall be by way of cash, credit card, Paypal or internet banking transfer. Surcharges for credit card and Paypal payments will be applied at the time of payment.
- The Coach may review the Fee per Session during The Coaching Period and will inform The Client in advance of any such change in fees.

Session Cancellation/Adjustment

The Client is required to provide The Coach with adequate notice of session cancellation or adjustment.

"Adequate notice" is defined to be the *Notice Period* set out below:

- *Notice Period* - At least 36 hours prior to the agreed appointment. The Coach must receive communication from The Client, seeking to cancel or adjust the session by the *Notice Period*.
- A *Late Notice Fee* of \$60 will be incurred by The Client where the *Notice Period* is not observed.

The adjusted session will be rescheduled to a later agreed date. The *Late Notice Fee* is in addition to the *Fee per Session* amount above. If a session is missed due to The Coach canceling or adjusting 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.

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Termination

The Coach may terminate this Agreement upon 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.

The Client may terminate this Agreement upon 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, 2024

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, online, 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 coaching 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 coaching 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 objectives.

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:

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- 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.

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 for the Total Number of Sessions at mutually agreed times and places. The Coach shall use best endeavors to be available for the Total Number of Sessions. 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 coaching 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.

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Procedure on Termination

If the Agreement is validly terminated prior to the end of the Total Number of Sessions then The Client must immediately pay The Coach the balance (if any) of outstanding fees, 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.

Payment of Fees & Interest

In the event that The Client has failed to pay any amount due to The Coach pursuant to the provisions of the Agreement and/or these Terms, the following provisions shall apply:

- a. The Coach will be entitled to claim interest on the outstanding sum at the rate of 10% per annum from the date on which such payment was due until the date payment is made;
- b. In the event that The Coach is obliged to commence any legal proceedings for recovery of any amount due, The Client will be liable for The Coach's legal costs on an indemnity basis.

The Client:

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Full Name (print)

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Signature

...../...../.....
Date Received

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Client Initials