



## ELEVATE YOUR MINDSPACE

by Jash Dalal

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/TOWN: \_\_\_\_\_ STATE: \_\_\_\_\_

COUNTRY: \_\_\_\_\_ PINCODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL ID: \_\_\_\_\_

### **COACHING AGREEMENT**

Welcome to **Jash Dalal Coaching** (hereinafter referred to as the “Coach”). This document constitutes an understanding and a contract between us (hereinafter referred to as the “Agreement”) and you (hereinafter referred to as the “Client”) should read it carefully and raise any questions and/or concerns that you may have before you sign it.

#### **DESCRIPTION OF COACHING / SERVICES**

1. That the coaching / services provided by the Coach are generally conducted via telephone/ internet/ in person. Coaching is a partnership focused on developing the client’s awareness, thinking, and abilities in order to help the client identify and achieve his/her goals. In coaching conversations, the coach will be direct and honest and encourage the Client to do the same. The success of the coaching engagement depends upon the Client’s commitment and openness to the process. If the Client believes that coaching is not working as desired, the Client agrees to communicate this to the Coach.
2. That the coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association 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 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.

## **COACH-CLIENT RELATIONSHIP**

3. That the Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation “(ICF)”. The Client acknowledges that they are solely responsible for creating and implementing their 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.
4. That the Client acknowledges that coaching is a comprehensive process that may involve different areas of their 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 Client’s responsibility.

## **TERM OF COACHING**

5. The parties agree to engage in a \_\_\_\_\_ month Coaching Program through in-person/ internet/ telephone) meetings, beginning the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

## **COACHING SESSION:**

6. The parties agree to engage in \_\_\_\_\_ sessions per month. Each scheduled session shall be for a duration of \_\_\_\_\_. The Coach and client commit to start and finish each session on the scheduled time. If the client is more than 10 minutes late for a coaching session, the Coach will assume the session is cancelled and the client will forfeit the session fee.

## **ADDITIONAL SESSIONS:**

7. Additional sessions (i.e., sessions beyond the remit of the time period and number of sessions agreed upon as per this Agreement) may be availed vide an email to the Coach at email ID i.e., [jashdalal@elevateyourmindspace.com](mailto:jashdalal@elevateyourmindspace.com), 24 hours in advance to the commencing of the session. Such a session being required by the Client, either in person or via telephone/video conferencing, shall be completely at the discretion and/or convenience and availability of the Coach and no liability/responsibility shall be placed on the latter for an inability to provide for or make time for the aforesaid emergency session.

**FEES:**

8. The Coaching Fees amounting to \_\_\_\_\_ are paid in advance of the sessions either by Cash/ Cheque/ NEFT/ Online Payment (Gpay/ BHIM/ Paytm). In the event Client fails to pay any amount due by 24 hours prior to the scheduled session, it may be cancelled at the Coach's discretion.
9. It is to be noted that the fees for the Additional Sessions may vary from that of regular sessions and the same shall be at the discretion of the Coach. In the case of an additional session being scheduled in a time period of less than 24 Hours as mentioned in Clause 7, the Coaching Fees must be paid prior to the beginning of the said session.

**CANCELLATION:**

10. That in the event the client cancels/ changes the time of appointment, they need to give 24 hours' notice to the Coach. In case the Coach cannot be reached vide telephone the same should be communicated via email to official email ID i.e., [jashdalal@elevateyourmindspace.com](mailto:jashdalal@elevateyourmindspace.com).
11. That the Coach will make every effort as well, to re-schedule sessions which are cancelled in a timely manner. If a client does not cancel in a timely manner on a regular basis, the Coach reserves the right to end the coaching relationship. Cancellation (less than 24 hours before) and/or no-show appointments are billed to the client for the full amount.

**TERMINATION OF COACHING/ SERVICES:**

12. That the Client/ Coach may terminate or discontinue the coaching relationship at any time, upon giving one week's notice in writing.
13. That any and all sessions which are scheduled to occur during the said notice period outlined in Clause 14 shall be billed to the Client regardless of the Client's attendance and the Client shall be obliged to pay them.

**CONFIDENTIALITY**

14. That the Coach is ethically bound to protect the confidentiality of Coach-Client communications and records. Please be aware that the Coach-Client relationship is not considered a legally confidential relationship (as is the case in the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege.
15. That regardless of the terms outlined in Clause 16, the Coach shall endeavor to fully protect the privacy and confidentiality of the communications with the Clients. At no time will the

Coach voluntarily divulge the existence or details of the coaching relationship between themselves and their clients without written permission from the Clients, unless required to do so by law.

*Please note that, some means of communication, such as wireless telephones and e- mail may be not secure from eavesdropping. It is impossible to guarantee the protection of confidential information in certain circumstances involving electronic medium. This is particularly true of email and information stored on computers/laptops/tabs/mobile phones that are connected to the internet. The Coach shall take measures to prevent unauthorized access to information by utilizing encryption and other forms of security protection. The Client acknowledge that the Coach cannot be held responsible for instances of loss of confidentiality through wireless telephone/ hacking.*

**DISPUTE RESOLUTION:**

16. If a dispute, controversy or claim arises out of, or relating to this Agreement, or the breach of this Agreement, the parties agree to discuss to resolve the dispute and pursue resolution through Arbitration with its seat at Mumbai. All information exchanged during this meeting, shall be regarded as “without prejudice” communications for the purpose of settlement and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process, in accordance to the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in the English Language and the arbitration award shall be final and binding.

**SEVERABILITY:**

17. If any provision of this Agreement 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 this Agreement 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.

**APPLICABLE LAW:**

18. This Agreement shall be governed and construed in accordance with the laws of the land of India, without giving effect to any conflicts of law’s provisions.



## ELEVATE YOUR MINDSPACE

by Jash Dalal

This Agreement constitutes the entire agreement between the Coach and the Client, and the Coach shall not be held responsible and shall remain blameless for any adverse or other consequences, including but not limited to financial, personal, employment or other losses, arising out of decisions or actions the Client may make as a result of the Coaching/Services provided by the Coach. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by the parties hereto.

By signing below, the Client acknowledges that he/she have had the opportunity to review this Agreement, that he/she understand all aspects of it and agree to abide by it.

---

Signature of the Client

---

Date

---

Place

---

Signature of the Coach

---

Date

---

Place