True NRG Training

ABN: 46118514992

LESLEY WHITE

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# Coaching Terms and Conditions



This Coaching Agreement ("Agreement") is entered into between the Coach ("Coach") and the Client (collectively, "Parties") and governs the coaching relationship and services provided for athletics training in New South Wales, Australia. By engaging in athletics coaching services, the Client agrees to the following terms and conditions:

## 1. Coach-Client Relationship

a. **Ethical Standards**: The Coach shall adhere to the highest ethical standards as set forth by Athletics Australia and the International Coaching Federation (ICF) Code of Ethics, where applicable. Both Parties acknowledge the importance of compliance with these guidelines.
b. **Client Responsibility**: The Client is solely responsible for their decisions, actions, and outcomes resulting from participation in athletics coaching sessions, including training and performance results. The Coach shall not be liable for any consequences arising from the Client's decisions or actions.
c. **Scope of Coaching**: Athletics coaching is not a substitute for therapy, medical advice, or legal counsel. The Client acknowledges that coaching focuses on athletic performance and physical conditioning and does not replace professional services in these areas.
d. **Termination by Client**: The Client may terminate the coaching relationship at any time, with or without cause, by providing written notice to the Coach.
e. **Holistic Approach**: Coaching may address various aspects of the Client's athletic performance, including training techniques, fitness goals, nutrition planning, and mental preparation. The Client is responsible for determining how to apply coaching guidance to these areas.
f. **Medical Disclosure**: If the Client is under the care of a medical or mental health professional, they are advised to inform their provider about the athletics coaching relationship, particularly regarding physical training and health-related goals.

## 2. Coaching Services

The Coach agrees to provide athletics coaching services, including training sessions, performance strategies, and conditioning programs, as outlined in the mutually agreed-upon coaching package, confirmed via email. Additional services, such as specialized workshops or one-on-one sessions, may incur extra fees, which will be communicated and agreed upon in advance.

## 3. Schedule and Fees

a. **Booking and Payment**: Coaching sessions will be scheduled and confirmed upon receipt of payment for the agreed-upon coaching package. Fees are payable in advance.

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b. **Rate Changes**: Rates for future coaching packages are subject to change, and any adjustments will be mutually agreed upon at the time of booking.

## 4. Procedure



Coaching sessions will be scheduled based on the mutual availability of the Coach and Client, with details communicated via email or calendar appointment. Sessions may take place at agreed-upon training facilities, tracks, or other suitable locations in New South Wales, Australia.

## 5. Confidentiality

a. **Confidentiality Commitment**: The Coach agrees to maintain the confidentiality of all information shared by the Client during coaching sessions, including training progress and personal goals, except as required by law.
b. **Limits of Confidentiality**: The Coach is not bound by the same confidentiality obligations as medical or legal professionals. Confidential Information does not include information that is publicly available, obtained from third parties, or required to be disclosed by law.
c. **Client Consent**: The Coach will not disclose the Client's name, training details, or coaching information without the Client's written consent, except as required by law.

## 6. Release of Information

For verification purposes, the Coach may need to provide the Client's basic details (name, contact information, and coaching start/end dates) to accrediting bodies such as Athletics Australia or the ICF. No personal notes, training logs, or records will be shared.

## 7. Cancellation Policy

The Client agrees to provide at least 24 hours' notice to the Coach for cancellation of a scheduled athletics coaching session. Failure to provide such notice may result in the session being forfeited, unless otherwise agreed by the Coach.

## 8. Termination

Either Party may terminate this Agreement at any time by providing written notice to the other Party. Any outstanding payments for services rendered up to the termination date shall remain due.

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## 9. Limited Liability

The Coach makes no guarantees regarding the outcomes of athletics coaching, including athletic performance or competition results. The Client agrees that the Coach's liability for any damages, including injuries sustained during training, is limited to the total amount paid for coaching services under this Agreement. The Client acknowledges the inherent risks of athletic training and agrees to follow safety guidelines provided by the Coach.

## 10. Entire Agreement

This Agreement constitutes the entire understanding between the Coach and the Client. Any modifications to this Agreement must be made in writing and signed by both Parties.

## 11. Dispute Resolution

In the event of a dispute, the Parties agree to attempt resolution through mediation before pursuing legal action. The prevailing Party in any legal action shall be entitled to recover reasonable legal fees.

## 12. Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision will be modified to the extent necessary to make it enforceable.

## 13. Waiver

Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of that Party's rights to enforce other provisions.

## 14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia, without regard to its conflict of laws provisions.

## 15. Binding Effect

This Agreement shall be binding upon the Coach and the Client, as well as their respective successors and assigns.

By engaging in athletics coaching services, the Client acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions.