
COACHING AGREEMENT

THE AGREEMENT

This Agreement is entered into by the Coach and the Client whereby the Coach agrees to provide Coaching Services for Client as set out in the accompanying Coaching Proposal. The coaching goals are established by the client and will form the focus of the services provided.

The agreement applies alongside services quoted in the Coaching Proposal

1) DEFINITIONS

In this agreement the following terms apply:

Business Day:	Any day between and including Monday to Friday during the hours of 0900 and 1800. Excludes weekend days and national UK public/bank holidays. (Coaching may take place out of these hours but access is only by prior agreement).
Calendar Day:	Any day including public holidays
Coaching:	Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential.
Coaching services:	Coaching services are designed to facilitate the creation/development of personal, professional, or business goals and to develop and carry out a strategy/plan for achieving those goals.
Coaching session	A session comprises a single meeting between the Client and Coach at an agreed time and duration which involves a coaching services discussion. The session will remain billable in full, where cancelled after the agreed notice period (and rearrangement cannot as such be accommodated by the Coach) or of a reduced duration at the Client's request.
Program:	A specifically agreed engagement of multiple coaching sessions, with or without a set topic of focus, including between session support and any additional services set out in the Proposal.
Proposal:	A summary of scope and services with pricing provided for agreement between the Coach and the Client for a coaching program or series of standalone sessions. Specific terms may be set out in the proposal but acceptance also signifies agreement to terms herein.

2) COACH-CLIENT RELATIONSHIP:

- A. Coach agrees to maintain the ethics and standards of behavior established by the International Coaching Federation (“ICF”). www.coachingfederation.org/ethics. It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.
- B. Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her 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.

- C. The Client understands that to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.
- D. Client is solely responsible for creating and implementing his/her 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. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
- E. Client understands that coaching is not to be used as a substitute for professional advice by legal, mental, medical, financial, or other qualified professionals and will seek independent professional guidance for such matters.
- F. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by American Psychiatric Association and that coaching is not to be used as a substitute for counseling, 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.
- G. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time subject to conditions of fees & cancellations below.
- H. The Coach may provide working documents, tools or supporting resources (including files by email files, links to web pages including other coaching sites (e.g., life coach directory), reference to books. Client agrees to make own judgement in use of these resources which are provided with intent to further the coaching service and client outcomes only.

3) COACHING SESSION PROCEDURES:

- A. The coaching sessions shall typically be 50 minutes (in person) and up to 55 minutes (virtual). If the client does not wish to use the full time allocated (or is late) the full session will be billable as the Coach will provide availability for the booked duration.
- A. The start time of the coaching meetings and/or location will be determined by Coach and Client based on a mutual agreement.
- B. **In person meetings** – the Coach will issue location address and any required access instructions / directions electronically to the Client at least 48 hours in advance of the meeting.
 - a. The Client should communicate any access needs to the Coach in advance.
 - b. Public transport, driving or parking availability information may be provided by the Coach but remain the Client's responsibility to plan and pay for. Late arrival will be solely the Client's responsibility.
 - c. The Client agrees to adhere to all venue policies and protocols and will respect the venue facilities provided. The Client will respect the confidentiality of other clients, staff and customers accessing the premises.

- d. Late arrival will be accommodated as far as possible, but the session will require to be completed at the booked time.
 - e. The Coach will advise the client how to announce their arrival and how to access the meeting room provided.
- C. **Virtual Meetings** - The Coach will issue meeting invitations or send joining instructions via email for virtual sessions. The Client will arrange to join the meeting by following links issued.
- i. The meeting will be considered scheduled where the Coach issues a calendar invites for a time that has been agreed in previous meeting or over email / messaging.
 - ii. The Client acknowledges that non acceptance of digital invitation does not reflect a change to the scheduled meeting availability.
- D. **Phone meetings** - Where conducted by phone the Client will initiate the meeting by contacting the Coach on the number provided. If the Coach will be at any other number for a scheduled call, Client will be notified prior to the scheduled appointment time.

4) PROGRAM SERVICES:

Where the parties agree to engage in a coaching Program as set out in the Proposal the following apply to services additional to individual coaching sessions.

A. Coaching Relationship

Coach will also be available to Client by WhatsApp, e-mail and voicemail in between scheduled meetings.

- i. Coach is accessible during business day hours but may arrange coaching outside of these hours in advance.
- ii. Coach aims to respond to instant messages within 1 business day for instant messages / voicemail and 2 business days for emails.
- iii. Where requests require detailed information and full responses cannot be provided, Coach will inform Client within these timescales of a revised timeline for full response.

B. Client Context

The Coach may also be available for additional time, per Client's request on a prorated basis rate of 30 minutes in addition to each session to review requested content by the Client which is relevant to the coaching relationship e.g.

- reviewing completed worksheets provided to the client by the Coach
 - personal development documents of the client's
 - writing reports related to the Coaching engagement
 - researching relevant articles or tools for clients' reference or use
 - engaging in other Client related services outside of coaching hours.
- i. The client agrees to notify the Coach in advance of such requests.
 - ii. The Coach allocates up to an assumed additional 30 minutes per completed session.
 - iii. Responses to Client requests will be provided within 5 business days - unless otherwise agreed.

C. Coaching Tools and articles

The Coach may also share with the client key coaching tools and articles relevant to the client's coaching focus and goals that Coach believes may be supportive or helpful to the Client. In working through tools:

- i. The Client retains responsibility to ascertain the extent of relevance and or engagement in tools provided and share feedback on their effectiveness with the Coach for future information sharing.
 - ii. Materials may include information branded by others which the Coach has access to using current memberships, qualifications, and accreditations. These documents are for the Client's sole use and are not to be used in any way which infringes their copywrite restrictions.
 - iii. The Client retains responsibility for determining their beneficial use and any information or security breaches are for the Client to determine prior to accessing the provided material.
- D. Booster Calls**
- Brief support calls (up to 30 minutes) related to key events related to Client's coaching program. This support is offered on an ad hoc basis as a courtesy and is outside of the paid coaching session hours. As such Client are not considered contractual services thus
- i. Booster calls are not mandatory program content and are provided for unexpected or event specific conversation in supporting the client's development journey.
 - ii. Where booster calls are offered these are assumed as either one call per 4 coaching sessions or one booster call per month of engagement.
 - iii. Client should request support calls advance (which may be at short notice) for both Client and Coach to mutually agreed upon.
 - iv. Unplanned calls between Client and Coach will otherwise relate to making arrangements around formal coaching sessions.
- E. Sessions Summary**
- The Coach may take notes during the session around key discussion points for summarizing to Client in follow up meeting notes. Actions the Client identifies in the session may also be shared with the Client. Where included in the program may also provide a summary of the session for later reference by the Client in reflecting on their journey or context of the actions taken. The Coach The Coach may also offer suggestions for additional 'tasks or reflective practice' the Coach considers relevant following the session's conclusion. Where provided:
- i. Additional tasks or reflections are provided on a suggestive basis and are purely voluntary for the Client. The Client retains responsibility to ascertain what will be of most benefit to action for them on their journey
 - ii. The Coach endeavors to provide sessions summaries within 3 business days of the coaching session and will advise when this is not possible..

5) SCHEDULE & FEES:

- A. The fee schedule shows the cost per week / session are shown in the proposal. Should the program be terminated prior to completion the rate billable will be that shown on the reducing rate scale based on the number of billable sessions completed.
- B. If rates change before this proposal or this agreement has been signed and dated, the prevailing rates will apply.

6) PAYMENT

- A. Standalone coaching payments are due within 2 working days of each coaching session and prior to the next coaching session.

- B. Program payments are set out in the proposal. Where part payments are offered the first payment is due within 1 week of the first coaching session and subsequent payments due one week after the session number shown in the Proposal Fee schedule.
- C. Nonpayment may result in delay for booking future sessions, or termination of the Agreement. and the amount owed will still be required for billable sessions.
- D. Payment should be made via transfer to the bank account details provided in your coaching proposal or invoice:

7) CANCELLATION & TERMINATION POLICY:

- A. Client agrees that it is the Client's responsibility to notify the Coach **24 hours in advance** of the scheduled calls/meetings should they wish to cancel or rearrange an individual session,
 - i. Coach will attempt in good faith to reschedule a missed or short notice cancellation meeting due to Client unexpected illness or emergency.
 - ii. Coach reserves the right to bill Client for a missed meeting.
- B. Either the Client or the Coach may terminate this Agreement at any time with 1 week's written notice.
- C. Client agrees to compensate the Coach for all coaching services and billable sessions rendered through, and including, the effective date of termination of the coaching relationship.

8) REFUND POLICY

- B. Where terminated early charges will be due based on the number of completed or billable sessions.
- C. Any discounts provided for purchase of a coaching Program (whether paid in advance or following each session) will be recalculated by the Coach in accordance with the schedule of fees.
- D. The Client will provide bank details to Coach for processing refunds for any prepaid but non completed or billable sessions.
- E. The Coach will pay refunds within 3 business days of receipt of the Client's bank account details provided for refund. The Coach is not responsible for any fees or delays incurred by client's receiving bank for the transaction.

9) CONFIDENTIALITY:

- A. This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.
- B. *Confidential Information* does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to

disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

10) RELEASE OF INFORMATION:

- A. The Coach engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by the ICF. By signing this agreement, you agree to have only your name, contact information, and start and end dates of coaching shared with ICF staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes, or content of information will be shared.
- B. According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

11) RECORD RETENTION POLICY:

The Client acknowledges that the Coach has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for a period of not less than 6 years following GDPR regulations. A copy of the H4Change Ltd. Privacy Policy is available for Client upon request or directly via the Coach website.

12) LIMITED LIABILITY:

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential, or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

13) ENTIRE AGREEMENT:

This document reflects the entire agreement between the Coach and the Client and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered, or supplemented except in writing signed by both the Coach and the Client.

14) DISPUTE RESOLUTION:

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover legal fees and court costs from the other party.

15) SEVERABILITY:

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.

16) WAIVER:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17) APPLICABLE LAW:

This Agreement shall be governed and construed in accordance with the laws of the United Kingdom without giving effect to any conflicts of laws provisions.

18) BINDING EFFECT:

This Agreement shall be binding upon the parties described in the accompany proposal and their respective successors and permissible assigns. The Client will be considered as accepting the terms herein, and those of the Proposal by either a) electronic email reply confirming the same, b) attending the first coaching session or c) making a payment.