

QUANTUM Success Coaching Agreement

bookings@quantum-successcoaching.com

0481 080 008



This Agreement is entered into by and between:

Jacqueline Hackett trading as QUANTUM Success Coaching, of 18 Tecoma Street, Kingston, Queensland, Australia 4114, 0481 080 008, bookings@quantum-successcoaching.com (the Coach)

and,

(the Client),

whereby the Coach agrees to provide Coaching Services for the Client focusing on various outcomes attached to this Agreement as *Schedule A* as discussed in the Business Discovery Call.

Description of Coaching: Coaching is 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. It is 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.

1) Coach-Client Relationship

A. The Coach agrees to maintain the ethics and standards of behavior established by the International Coach Guild "(ICG)". It is recommended that the Client review the ICG Code of Ethics and the applicable standards of behaviour. [ICG Code of Ethics](#)

B. The 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. The 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.

C. The Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

D. The 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.

E. The Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the Australian Medical 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 the 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.

F. The Client understands that in order 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.

Services

The parties agree to engage in a Coaching Program through agreed meetings. The Coach will be available to the Client by e-mail and voicemail in between scheduled meetings as defined by the Coach in the Business Discovery Call attached to this Agreement as *Schedule A*. The Coach may also be available for additional time, per Client's request on a prorated basis rate of (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours).

Schedule and Fees

This coaching agreement is valid as of

1) Service Fees and Refunds

The service fee is as advertised on the Coach website, currently: \$297 per hour, per individual; \$997 keynote speaker for up to one hour; and \$2997 per coaching session, per organisation (capped at four (4) hours). The deposit or full amount to be paid as per *Schedule A*. If rates change before this agreement has been signed and dated, the prevailing rates will apply.

A Client who gives notice to cancel their coaching session with greater than 7 days prior to the commencement will be entitled to an 85% refund of fees paid. The cancellation fee of 15% is required to cover the administration of the process, costs and resources which will have already been committed based on the Business Discovery Call and the Client's initial intention to undertake the coaching. Discretion may be exercised by the Coach, if the Client can demonstrate that extenuating or significant personal circumstance led to their withdrawal (for example, due to circumstances out of the Client's control and determined on a case-by-case basis by the Coach). This cancellation fee may be avoided if the Client opts for a service credit rather than a refund. To claim a refund, credit or for further information please send an email to bookings@quantum-successcoaching.com

2) Procedure

The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time as per *Schedule A*. For Individual sessions via telephone, the Coach will initiate all scheduled calls and will call the Client from the following number for all scheduled meetings: 0481 080 008. It remains the responsibility of the Client to ensure they are available at the appointed time, on the agreed mobile number for a scheduled call. If the session is in-person, or virtual via Zoom, Facebook Messenger etc., the Client remains responsible to attend at the scheduled appointment time. Individual and Organisation/Team coaching sessions may be recorded by the Client and all Coach notes taken during the session will be made available to the Client.

3) Confidentiality

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 ICG 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 recognised 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.

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.

4) Release of Information

The Coach engages in training and continuing education pursuing and/or maintaining ICG (International Coach Guild) Credentials. That process requires the names and contact information of all Clients for possible verification by ICG. By signing this agreement, you agree to have only your name, contact information and start and end dates (total number of hours) of coaching shared with ICG staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared.

Client Agrees _____

Client Refuses _____

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.

5) Reschedule Policy

The Client agrees that it is the Client's responsibility to notify the Coach no less than 48 hours in advance of the scheduled calls/meetings to reschedule. The Coach reserves the right to charge the Client for a missed meeting. The Coach will attempt in good faith to reschedule the missed meeting at a mutually agreed time.

6) 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 either print or digital/electronic for a period of not less than seven (7) years for taxation purposes.

7) Termination

Either the Client or the Coach may terminate this Agreement at any time with two (2) weeks written notice. For ongoing contracts, the Client agrees to compensate the Coach for all coaching services rendered through to, and including, the effective date of termination of the coaching relationship.

8) 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.

9) Entire Agreement

This document, including *Schedule A*, 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.

10) 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 thirty (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 solicitor's fees and court costs from the other party.

11) 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.

12) 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.

13) Applicable Law

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

14) Binding Effect

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

Please sign and return signed copy of this Client Agreement prior to the first scheduled coaching meeting. Retain a copy for your records and email to:

Jacq Hackett c/- bookings@quantum-successcoaching.com

CLIENT:

Client Name and address

Name/Title:

Signature:

Date:

COACH:

Name/Title: Ms Jacqueline Hackett

Signature:

Date: