

## 1:1 COACHING CLIENT AGREEMENT- TERMS AND CONDITIONS

These Terms and Conditions govern the provision of 1:1 Coaching Services by Stephen Andrew Mudge ABN 26 980 070 593 (“we”, “us”, “our”). By registering for, accessing or participating in any of our Coaching Services, you agree to be bound by these Terms and Conditions in full.

This Agreement becomes legally binding when you register for, pay for, access or participate in any part of the Services after being presented with these Terms.

### 1. COACHING SERVICES

- 1.1 We will perform the Coaching Services with reasonable skill and care and in accordance with this Agreement and all relevant laws. We will abide by the International Coaching Federation's Code of Ethics when delivering our Coaching Services (ICF Code of Ethics), as published by the International Coaching Federation at [ICF Code of Ethics | International Coaching Federation](#) (as updated from time to time).
- 1.2 For clarity, this means (among other things) that we will:
  - (a) act professionally and with integrity in our dealings with you;
  - (b) maintain appropriate boundaries in the coaching relationship; and
  - (c) handle information shared in Sessions in accordance with our confidentiality and privacy obligations under this Agreement.
- 1.3 To avoid doubt, if there is any inconsistency between the ICF Code of Ethics and this Agreement, this Agreement prevails to the extent of the inconsistency. Nothing in this Agreement limits obligations imposed by law.
- 1.4 We will provide the Coaching Services using appropriate tools, techniques, and methods at our discretion, and within the limits of our professional competence.
- 1.5 We may provide the Coaching Services to you using our Personnel, and they are included in this Agreement.
- 1.6 The Services are limited to the services expressly described in this Agreement and any written confirmation provided at the time of purchase. Any additional support, sessions, or services beyond what is outlined may require a separate agreement or incur additional fees.
- 1.7 The Coaching Services are provided as a time-bound coaching programme based on access to coaching support during the coaching period and are not an hourly consulting, advisory, or business management arrangement. Unlimited access, on-demand availability, and work performed on your behalf are not included.
- 1.8 Session scheduling (including dates and times) will be agreed between the parties, acting reasonably. For clarity, the number of Sessions and standard duration are as

described in the definition or as otherwise confirmed at the time of purchase, unless agreed otherwise in writing.

### 2. YOUR RESPONSIBILITIES

- 2.1 We will work with you to determine the specific goals and objectives of the coaching relationship. We will provide guidance and support to you in achieving these goals, but you acknowledge that the success of the Coaching Services depends on your commitment, effort, and willingness to take action. Any success criteria discussed for the Coaching Services will be directly derived from and aligned with your stated goals, ensuring that our efforts are focused on achieving outcomes that are meaningful and relevant to you.
- 2.2 You agree to fully participate in the coaching process, be open and honest in your communication with us, and take responsibility for your own actions and decisions. You acknowledge that the Coaching Services are not a substitute for professional advice, and you should seek appropriate professional assistance if needed.
- 2.3 You acknowledge that coaching is a comprehensive process that may involve different areas of your life, including work, finances, health, relationships, education and recreation. You agree that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively your responsibility.
- 2.4 You understand that your commitment to applying the guidance provided is essential to seeing results. While we will support you in exploring your thoughts, emotions, and behaviours, you are responsible for your personal growth and for taking action based on our Sessions.
- 2.5 Any business templates, strategies, or recommendations shared during our Sessions are examples only, are not advice and should be adapted to your business and reviewed by relevant professionals (e.g., accountant, legal advisor). You are solely responsible for the implementation of strategies and compliance with relevant laws.
- 2.6 We may recommend third-party tools or providers (e.g., software, marketing experts, accountants). These are suggestions only, and we are not responsible for any outcomes, costs, results or acts or omissions associated with those third parties. You are responsible for ensuring that you have the necessary technology, including a stable internet connection, functioning microphone, and camera (if applicable), to participate in online sessions. We are not liable for any disruptions caused by technical issues on your end.
- 2.7 You agree to participate in the 1:1 Coaching Session in a respectful and professional manner. Disrespectful conduct, harassment, or misuse of the coaching relationship may

- result in termination of the Agreement and forfeiture of any associated fees. 3.3
- 2.8 You understand that the Coaching Services are intended to support your business development. However, we do not guarantee specific outcomes, results, or financial improvements.
- 2.9 You agree to arrive at each Session prepared, having reflected on prior Sessions and taken relevant action steps, in order to make the most of the coaching relationship. 3.4
- 2.10 All purchased sessions must be used within 4 months from the date of purchase. Any unused sessions after this period will be forfeited unless otherwise agreed in writing.
- 2.11 We value your feedback and encourage you to share any comments or suggestions regarding the Coaching Sessions. Feedback can be provided via email [steve@stevemudge.net](mailto:steve@stevemudge.net). 3.5
- 2.12 You may contact us between Sessions for brief updates or clarifications. However, coaching outside of scheduled sessions is not included unless otherwise agreed in writing. 3.6
- 2.13 Each Coaching Session will conclude at the scheduled end time to respect both parties' commitments. Any extension of more than 20 minutes will be considered additional coaching and will be billed at a rate of \$250 (ex GST) per hour. Any additional time and fees will be discussed and agreed upon in advance wherever possible. 3.7
- 2.14 We may record Sessions for the purposes of providing the Coaching Services (for example, to enable you to review the Session). If you do not wish a Session to be recorded, you must notify us in writing prior to the Session. 3.8
- 2.15 Any recording will be treated as Confidential Information and stored securely. We may use third-party platforms to host or store recordings, and any such providers will be engaged subject to confidentiality and/or privacy obligations consistent with this Agreement. 3.9
- 2.16 Unless otherwise required by law, any Session recording will be retained for 90 days from the date of the Session and then deleted or de-identified (acting reasonably). Backups held by third-party service providers may take additional time to delete in accordance with their standard processes. 4.2
- 3. FEES AND PAYMENT**
- 3.1 You agree to pay us the Fees in accordance with the Payment Terms under this Agreement.
- 3.2 Payment plans are provided as a convenience only. Each instalment relates to Coaching Services to be provided during the relevant instalment period as described in the invoice. 4.3
- We will invoice in advance for the relevant Coaching Services (including the relevant instalment period, package, or Sessions). Fees must be paid in accordance with the Payment Terms and, unless otherwise agreed in writing, before we schedule and/or deliver the relevant Sessions. We may suspend the Coaching Services (including pausing future Sessions) if Fees are not paid when due.
- If you do not pay an invoice on time we may charge you interest at the rate set by law from the due date until payment is made. We may further suspend the provision of the Coaching Services until we receive payment. Missed sessions due to non-payment may be rescheduled at our discretion. You agree to reimburse us for any costs incurred in recovering the debt.
- For the avoidance of doubt, any suspension of the Coaching Services for non-payment does not pause, extend, or reset any 'use-by' period for Sessions under clause 2.10, unless we agree otherwise in writing.
- All amounts are stated in Australian dollars and are exclusive of GST (unless otherwise stated). The total amount payable will include GST and any other applicable taxes. Nothing in this Agreement affects any right of set-off you may have under law.
- We may vary our Fees with 30 days' written notice. Any revised Fees will apply only to Coaching Services provided after the expiry of the notice period, including any future renewals or new services.
- For clarity, any Fees already invoiced or paid (including instalments) before the notice period ends will not be affected by the revised Fees.
- Payment plan obligations survive any termination of this Agreement unless otherwise required by law.
- 4. CONFIDENTIALITY**
- Both Parties agree to keep any and all information shared between them during the course of the coaching relationship strictly confidential, except as required by law or as otherwise agreed in writing. We will take all reasonable measures to protect your privacy and confidentiality.
- 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.
- We may give Confidential Information to relevant subcontractors, or our service providers where reasonably necessary to provide the Coaching Services, provided they are bound by confidentiality obligations.

4.4 To the extent you have provided consent at checkout or in writing (Marketing permissions), we may refer to you, including by name and logo, and to the Coaching Services provided to you for the purpose of marketing our Services, provided that we do not disclose your Confidential Information, imply your endorsement, or disclose specific outcomes or results.

4.5 You may withdraw this permission at any time by giving us written notice. Withdrawal will not affect any marketing materials already published prior to receipt of your notice, but we will use reasonable endeavours to cease future use.

## 5. INTELLECTUAL PROPERTY

5.1 All Intellectual Property Rights in any materials, tools, or techniques provided to you during the course of the Coaching Services, will at all times vest, or remain vested, in us.

5.2 We grant to you a non-exclusive, perpetual, royalty-free, irrevocable, worldwide licence to use our Intellectual Property Rights for your internal business and personal use only. This license is non-transferable and does not permit you to sell, sublicense, share, or distribute our materials to third parties without our prior written consent. Any transfer of Intellectual Property Rights beyond this licence must be agreed upon in writing by both parties and may be subject to additional fees or terms.

## 6. CANCELLATION/POSTPONEMENT

6.1 We reserve the right to postpone any Session or the delivery of the Coaching Services in the event of personnel illness or other unforeseen event. We will use reasonable endeavours to provide you with as much notice as practicable. Where a Session is postponed, it will be rescheduled at a mutually convenient time for both parties.

6.2 Where you are unable to attend our Session, you must notify us at least 4 hours before the Session. Failure to do so will result in a forfeit of the Session and a cancellation fee equal to the session value and the Session cannot be rescheduled.

6.3 If you arrive late to a Session, the Session will still end at the scheduled time. If you are more than 15 minutes late without prior notice, the Session may be considered forfeited, and no refund or rescheduling will be provided.

6.4 We may, at our discretion, reschedule or pause one or more Sessions or the delivery of the Coaching Services due to availability, business shutdowns, holidays, or other operational reasons. Where reasonably practicable, we will notify you in advance. Any such pause may result in an extension of the Coaching Period to allow you a reasonable opportunity to receive the Sessions included in the

Coaching Services but does not entitle you to any additional Sessions.

## 7. TERMINATION

7.1 This Agreement is effective from the Start Date and will continue until the End Date or either party terminates it in writing.

7.2 Either party may terminate this Agreement with 30 days written notice of termination.

7.3 Upon termination, you must pay any outstanding Fees for the Coaching Services and any applicable cancellation fees under clause 6. You must also return all property belonging to us on request.

7.4 Refunds are available in cases of service non-delivery, including where all or part of the Coaching Services are not delivered due to our breach of this Agreement, or where otherwise required by Australian Consumer Law. Nothing in this Agreement limits your rights under the Australian Consumer Law, including your right to a remedy in respect of any Coaching Services not provided or where we fail to meet a consumer guarantee.

## 8. RENEWAL

8.1 If you wish to continue receiving Coaching Services after the Initial Programme, you may elect to do so by giving us written notice (including by email) at least 30 days before the End Date. Any renewal is subject to our availability.

8.2 If you elect to continue under clause 8.1, this Agreement will continue for a further period of 12 months commencing immediately after the end of the Initial Programme ("Renewal Term").

8.3 At the end of each Renewal Term, this Agreement will renew for further successive Renewal Terms on the same basis, unless either party gives notice of non-renewal under clause 8.4 or terminates under clause 7.2.

8.4 If you do not wish to renew for the next Renewal Term, you must notify us in writing at least 7 days before the commencement of that next Renewal Term.

8.5 Any fee variation will occur in accordance with clauses 3.7 and 3.8.

8.6 During a Renewal Term, Coaching Services will be provided on an ongoing basis as agreed between the parties from time to time (including Session frequency and duration) and are not limited to the number of Sessions stated for the Initial Programme, unless expressly agreed in writing.

8.7 This clause operates in addition to, and does not limit, the termination rights of either party under this Agreement.

## 9. LIABILITY & DISCLAIMERS

- 9.1 Despite anything to the contrary, to the maximum extent permitted by law:
- (a) we will not be liable for any indirect or consequential loss;
  - (b) our maximum aggregate Liability (save for your responsibility to pay the Fees) will be limited to, at our discretion, resupplying the Coaching Services to you or refunding the Fees paid by you in the 12-month period immediately preceding the event giving rise to the Liability.
- 9.2 Nothing in the Agreement will limit a person's liability for:
- (a) death or personal injury caused by that person's negligence;
  - (b) that person's fraud; or
  - (c) anything else that cannot be limited by law.
- 9.3 Nothing in this Agreement excludes, restricts, or modifies any consumer guarantee, right, or remedy available under the Australian Consumer Law.
- 9.4 By using our Coaching Services, you agree that we are not to be held liable for any decisions you make based on any of the Coaching Services, the Materials, advice or guidance we provide and any consequences, as a result, are your own. To the maximum extent permitted by law, you agree that we will not be liable for any actions you take, nor can you hold us or any of our employees liable for any loss or costs incurred by you as a result of any guidance, advice, coaching, Materials or techniques used or provided by us.
- 9.5 All our information in any materials and in Coaching Services is not comprehensive and is for general informational purposes only. The materials do not take into account your specific needs, objectives or circumstances, and it is not advice. While we use reasonable attempts to ensure the accuracy and completeness of the information and materials, we make no representation or warranty in relation to it, to the maximum extent permitted by law. Results are not guaranteed and we take no responsibility for your actions, inactions, choices or decisions.
- 9.6 The Coaching Services provided under this Agreement are intended solely for the purpose of enhancing your business growth and development. They are not intended to replace or substitute professional business, financial, or legal advice or consultation. You acknowledge that our Coaching Services do not include business management, financial planning, or legal advisory services. If you have concerns about your business operations, finances, or legal obligations, you should seek advice from qualified business, financial, or legal professionals. We are not licenced business consultants, financial advisors, or legal professionals and do not offer such services. Any decisions you make regarding your business based on our Coaching Services are your own, and you are responsible for consulting with appropriate professionals as needed. We disclaim all liability for any actions or decisions you take based on our Coaching Services.
- 9.7 Any financial projections, business strategies, or growth plans discussed during the Coaching Services are illustrative only and do not constitute guaranteed outcomes. You are advised to conduct your own due diligence and seek professional advice before implementing any business changes or financial strategies.
- 9.8 Participants in the Coaching Services accept full responsibility for their own business decisions and outcomes. We disclaim any liability for any adverse effects or consequences resulting from the use or misuse of the information, suggestions, or recommendations provided.
- 9.9 Success depends on your own implementation, decision-making, and effort. By entering this agreement, you acknowledge that business outcomes, including income, client growth, or other financial targets are not guaranteed.
- 9.10 Any introduction or referral to a third party (including any accountant, bookkeeper, lawyer, financier, broker, software provider, marketing provider, or other consultant) is provided for convenience only and does not constitute a recommendation, endorsement, representation, warranty, or guarantee as to that third party's suitability, competence, availability, services, advice, or outcomes.
- 9.11 You are solely responsible for undertaking your own enquiries and due diligence in relation to any third party and for determining whether to engage that third party. Any engagement is a matter between you and the third party on the third party's terms.
- 9.12 We do not supervise, direct, control, or assume responsibility for any Third Party and are not liable for any act, omission, advice, service, delay, cost, loss, or outcome arising from or connected with a Third Party, even if the Third Party was introduced or referred by us.
- 9.13 For the avoidance of doubt, the Fees payable under this Agreement do not include any fees, costs, or charges imposed by third parties. Any such third-party fees are your sole responsibility and are payable directly by you to the relevant third party.

**10. GENERAL**

- 10.1 **Disputes:** If a dispute arises, the parties will attempt to resolve it by mediation before commencing legal proceedings.
- 10.2 **Governing law:** This Agreement is governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 10.3 **Relationship of the parties:** The parties acknowledge that: (a) we are engaged by you as an independent contractor and nothing in this Agreement creates or constitutes a relationship of employer and employee, principal and agent or of partnership or joint venture; and (b) we are responsible for the payment of all taxes and taxation obligations in respect of the remuneration we receive for the performance of the Coaching Services.
- 10.4 **Force Majeure:** No party will be liable to the other party for any delay or failure to perform its obligations (other than payment obligations) to the extent caused by a Force Majeure Event. The party affected by a Force Majeure Event must promptly notify the other party and take reasonable steps to mitigate the effect of the Force Majeure Event. The affected party will be entitled to a reasonable extension of time to perform the affected obligations. The affected obligations must be resumed as soon as practicable after the Force Majeure Event ceases. If a Force Majeure Event materially prevents performance for more than 30 days, either party may terminate this Agreement by written notice.
- 10.5 **Personal data:** Both parties will comply with the Privacy Laws in relation to any Personal Information shared with us under this Agreement. You acknowledge that you have read, understood, and agree to our privacy policy, which is available on our website <https://stevemudge.net/>
- 10.6 **Assignment:** Unless the Agreement expressly provides otherwise, no party may assign, transfer or deal with their rights or obligations under the Agreement without the prior written consent of the other party. Such consent must not be unreasonably withheld.
- 10.7 **Notices:** A notice under this Agreement must be in writing and delivered by hand, prepaid post, or email to the contact details last notified by the recipient, or as otherwise communicated through our registration platform or in writing. A notice sent by email is taken to be received at the time it is sent, unless the sender receives an automated message that the email was not delivered.
- 10.8 **Severability:** Any provision of this Agreement, which is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting any other provision of this Agreement.
- 10.9 **Entire Agreement:** This Agreement, constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, understandings, or representations relating to the subject matter herein. Any amendments or modifications to this Agreement must be in writing.
- 10.10 **Waiver:** The failure or omission of a party at any time to enforce or require compliance with any provision of this Agreement or exercise any right, election or discretion under this Agreement shall not operate as a waiver of that right, election or discretion.
- 10.11 **Survival:** Clauses 3, 4, 5, 7, 8, 9, 10 and 11 will survive the termination or expiry of this Agreement.

## 11. INTERPRETATION & DEFINITIONS

- 11.1 In this Agreement capitalised terms have the following meaning:

**Coaching Services** means the time-bound one-to-one coaching programme provided by us during the Coaching Period and includes, unless otherwise specified at the time of purchase or confirmed in writing:

- a. a 12-week coaching programme commencing on the Start Date;
- b. up to 10 one-to-one Sessions delivered during the Coaching Period;
- c. coaching focused on business clarity, goal setting, accountability, leadership development, decision making, time and priority management, and operational effectiveness;
- d. accountability support and progress review between Sessions;
- e. reasonable access between scheduled Sessions for brief check-ins or clarifications via agreed communication channels during normal business hours, at our discretion; and
- f. access to coaching tools, frameworks, worksheets, templates or similar materials used in connection with the Coaching Services.

For clarity, the Coaching Services do not include financial, accounting, legal or other professional advisory services, psychometric assessments, DISC profiling, workshops, facilitation sessions, group programmes or additional deliverables, unless expressly agreed in writing.

**Confidential Information** means any information disclosed by one party to the other party in connection with this

Agreement, including but not limited to, trade secrets, financial information, customer lists, marketing strategies, business plans, and any other information that is designated as confidential or would reasonably be considered confidential based on the circumstances of its disclosure. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was known to the receiving party prior to its disclosure by the disclosing party; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation.

**Coaching Period** means the period commencing on the Start Date and ending on the End Date.

**Deliverables** means the tools, resources or materials provided during the Coaching Period, which may include:

- a. Personalised Leadership Style Guide
- b. Marketing Calendar
- c. Bank and Client Ready Business Plan
- d. Cashflow Clarity Worksheet
- e. Professional Quote Template

Deliverables are provided for guidance purposes only and do not constitute professional advice.

**Fees** means the amount payable for the Coaching Services, which is:

- a. \$750 per month for 3 consecutive months (total \$2,250); or
- b. \$1,997 payable upfront prior to commencement.

Fees are payable in advance in accordance with the payment option selected at checkout.

Overtime rates are payable on an hourly basis where additional coaching time is expressly agreed in writing.

Any discounts or promotional pricing are offered at our discretion and only apply if expressly set out in writing (including in an invoice).

**Initial Programme** means the initial coaching programme, being the 12 week coaching programme commencing on the Start Date, and includes up to 10 Sessions delivered during that 12 week period.

**Intellectual Property** means any copyright, registered or unregistered design, patent or trade mark rights, domain names, know-how, inventions, processes, trade secrets or Confidential Information; or circuit layouts, software, computer programs, databases or source codes, including

any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

**Intellectual Property Rights** means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.

**Liability** means any responsibility, obligation, or legal accountability for any expense, cost, loss, damage, claim, or liability arising from the performance or non-performance of the Coaching Services under this Agreement.

**Materials** means any templates, worksheets, documents, recordings (if any), notes, resources, tools, techniques, methods or other materials provided or made available by us in connection with the Coaching Services.

**Payment Terms** means the payment conditions applicable to the Coaching Services as specified at checkout, in the invoice or in written confirmation, including:

- a. the selected payment option (upfront or instalments);
- b. the amount payable; and
- c. that each invoice must be paid within 7 days of the invoice date, unless otherwise expressly stated in writing.

**Personnel** means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents.

**Renewal Term** means a renewal period of 12 months commencing immediately after the end of the Initial Programme (and each subsequent renewal period of 12 months), as provided in clause 8.

**Session Value** means the fee attributable to one Session, as specified in the relevant invoice or, if not specified, calculated by dividing the Fees for the relevant coaching package by the number of Sessions included in that package.

**Third Party** means any person or entity other than the Parties to this Agreement, including any professional adviser, contractor, consultant or service provider (such as an accountant, bookkeeper, lawyer, financier, broker, software provider, marketing provider, or other consultant) that you engage or deal with in connection with your business or the Coaching Services, whether or not introduced or referred by us.

**Start Date** means the date on which you register for, purchase, or are first granted access to the Coaching Services.

**End Date** means the date that is 12 weeks after the Start Date, unless otherwise agreed in writing or extended in accordance with this Agreement.

**We / Us / Our** means Stephen Andrew Mudge ABN 26 980 070 593, the provider of the Coaching Services under this Agreement.

**You / Your** means the individual or entity who registers for, purchases, accesses or participates in the Coaching Services and who agrees to be bound by this Agreement.