

Black Ink Coaching - Australia

Supporting you to unlock your hidden potential

COACHING AGREEMENT



This Agreement is entered into whereby the Coach (I) agree to provide Coaching Services for the Client (you) focusing on the following topics, results, outcomes, and goals attached to this Agreement (as Schedule A).

Description of 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. 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.

Coach-Client Relationship

A. The Coach agrees to maintain the ethics and standards of behaviour established by the International Coach Federation (ICF) www.coachfederation.org/ethics.

B. The Client is 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 their 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.

C. The Client understands that 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. A coach is not a medical practitioner.

D. The Client further acknowledges that they may terminate or discontinue the coaching relationship at any time. See the 'terms of payment'.

E. The Client acknowledges that coaching is a comprehensive process that may involve all aspects 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 implement choices is exclusively the Client's responsibility.

F. The Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by PsyBA 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 medical or other qualified professionals. 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, the Client is required to disclose this to the Coach immediately and provide written consent from their medical practitioner before coaching can commence. The Coach may refuse to provide coaching services in this situation.

G. The Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the coaching program.

Services

The parties agree to engage in a 'Coaching Program' as detailed in Schedule A attached. The Coach will be available to the Client by email in between scheduled meetings as defined by the Coach in session #1. The Coach may also be available for additional time, per the Client's needs, as defined and agreed to by the Coach prior to service delivery, at the hourly/project rate confirmed.

Schedule and Fees

A. The delivery of coaching service shall be charged as per the 'Fees' noted in Schedule A. This includes coaching sessions, between session emails/calls and any other provided services.

B. The length of time of each coaching session is as detailed in 'Session Duration' in Schedule A.

C. If rates change before this agreement has been signed and dated, the prevailing rates will apply.

D. The 'Refund policy' in effect for the term of this Agreement is as detailed in Schedule A.

Procedure

The time of the coaching sessions and/or location will be determined by the Coach and Client based on a mutually agreed upon time. If phone/online sessions are provided, the Client will initiate all scheduled calls and will call the Coach on the number provided.

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 prior 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 their continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

Coach Signature:

Client Signature:

Date:

Date: