

Coaching Contract

between
Sue Stranger (Coach)
and
(Client)

Coaching Sessions Contract Services

Pre-determined pay as you go:

1 Session (90 minutes duration) \$179

1 Session (60 minutes duration) \$120

Terms

Welcome to Renew & Nourish. Our Services are provided to you on the basis of these Terms & Conditions outlined within this document. Our Privacy Policy is available on our site <http://renewandnourish.com.au/privacy-policy/>

- You accept our Terms by:
 - (a) Continuing to use our services
 - (b) Paying for our services; or
 - (c) Written confirmation that you accept, including by email.
- This agreement, will begin upon acceptance.
- The Fee for the agreed service is as listed above. Payment is made in full (unless pre-determined part payment is agreed to) prior to the session.
- Renew & Nourish takes payment via Square Payment Link, Direct Deposit or cash (unless otherwise arranged).
If there is any payment default, we will charge interest at the Cash Rate Target set by the Reserve Bank of Australia plus 2%, on any amounts unpaid, after the expiry of 30 days after payment was due.
- The Services to be provided by the Coach to the Client are coaching or tele-coaching, as designed jointly with the Client. Coaching is not advice, therapy, medical assistance or counselling. It may address specific personal health, nutrition and/or general wellbeing conditions in the Client's life or profession.

Rescheduling/Late Attendance

- I value your time and mine so please give me 24 hours notice if you need to reschedule.
- All sessions that are cancelled with less than 24 hours notice will be forfeited unless there was an emergency.
- Arriving late will result in the length of our session being cut short. Please be on time.

Refund Policy

- As required under Australian Consumer Law, I guarantee that the Services I supply to you will be supplied within a reasonable time; are rendered with due care and skill; fit for the purpose that I advertise, or that you have told me you are acquiring the Services for, or for a result which you have told me you wish the Services to achieve, unless I consider and disclose that this purpose is not achievable.
- I provide refunds to the extent required under Australian Consumer Law. I do not provide refunds for any additional reasons, including that there is no refund for a change of mind.

Confidentiality

- The Coach promises the Client that all confidential information provided by the Client to the Coach will be kept strictly confidential, and will only be disclosed with the Client's consent, or as required by law, regulatory body or coaching industry requirements.

Coaching Relationship

- Throughout the working relationship, the Coach will engage in direct and personal conversations. The Coach seeks to be honest and straightforward in asking questions and making requests. The Client understands that the power of the coaching relationship is affected by the Client, and the Client agrees to commit to a powerful coaching relationship. If the Client believes the coaching is not working as desired, the Client will communicate that belief and take action to return the power to the coaching relationship.

Feedback and dispute resolution

- Your feedback is important to me. I seek to resolve your concerns quickly and effectively. If you have any feedback or questions, please contact me.
- If there is a dispute between us, we agree to the following dispute resolution procedure:
 - (a) The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. We agree to meet in good faith to seek to resolve the dispute by agreement between us.
 - (b) If we cannot agree on how to resolve the dispute, any party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the complainant will ask the Law Society of Victoria to appoint a mediator. The mediator will decide the time and place for mediation. We must attend the mediation recommended by the mediator, in good faith, to seek to resolve the dispute through mediation or other alternative dispute resolution processes.
- Any attempts made by the parties to resolve a dispute pursuant to this clause shall be without prejudice to any other rights or entitlements of the parties under these Terms, by law or in equity.

Acknowledgement and Disclaimer

- You understand that you are working with Sue Stranger from Renew & Nourish for professional health, nutrition and wellbeing coaching at the agreed Fee.
- You acknowledge that Sue Stranger is not a psychologist, psychiatrist, or is otherwise medically trained and is not medically qualified to assess my physical or mental condition. If you are in any doubt, please seek expert medical advice before using my Services.
- Professional coaching is not counselling, psychotherapy or psychoanalysis.

- Professional coaching does not deal with the diagnosis or treatment of emotional problems.
- I do not guarantee or warrant any specific result or benefit to you from the coaching.
- Since professional coaching does not constitute medical consultation or treatment, health insurance will generally not apply.
- The Fees may be considered deductible business expenses, please see your accountant or tax adviser if you would like advice on this.

Liability

- You agree that our liability for the Services is governed solely by the Australian Consumer Law and these Terms. Nothing in these Terms removes your statutory rights as a consumer under Australian Consumer Law.
- To the extent I am able to at law, I exclude all express or implied representations, conditions, guarantees, warranties and terms relating to the Services or this agreement except those set out in this agreement.
- To the extent I am unable to exclude liability; my total liability for loss or damage you suffer or incur is limited to and capped at us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates.
- I am not liable to you or to anyone else for any loss or damage (including without limitation loss of profit, revenue or business, indirect, consequential, special or incidental loss or damage) however such loss, damage or liability arises or might arise if it were not for this clause, even if I have been advised of the possibility of damages. This exclusion does not apply to anything the law prohibits me excluding liability for.
- Neither of us is liable for a failure or delay in performing an obligation under this agreement to the extent the failure or delay is because of an event beyond our reasonable control. If either of us is affected in this way, each of us will use our reasonable endeavours to minimise delays or interruptions.
- The obligations under this clause will survive termination of these Terms.

Indemnity

- I am liable for and agree to indemnify you in respect of any loss or liability which you suffer, incur or are liable for as a result of any breach of these Terms by us, our employees, contractors or agents.
- You are liable for and agree to indemnify me in respect of any loss or liability which we suffer, incur or are liable for as a result of:
 - (i) any information you give me that is not accurate, up to date or complete or is otherwise misleading; or
 - (ii) any breach of these Terms, or
 - (iii) any damage to consultation facilities and equipment that you cause through a wilful act or negligence.
- You agree to co-operate with me (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of my Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.
- The obligations under this clause will survive termination of these Terms.

Termination

- Either party may terminate the agreement between us, by giving the other party 7 days written notice, or a shorter notice period if both parties agree in writing including by email. I may terminate the Terms at any time, in my sole discretion, if:
 - (a) you act in an inappropriate manner, in my sole discretion, including but not limited to:
 - (i) if our relationship of trust and confidence breaks down;
 - (ii) that defames, harasses, threatens, menaces, offends or restricts any person;
 - (iii) that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy; or if that would bring me or the Services into disrepute.
 - (b) for any other reason outside my control which has the effect of compromising our ability to work together; or
 - (c) you owe amounts to me, that are unpaid following 30 days of the due date.
- Either party may terminate the Terms if there has been a material breach of these Terms.
- The accrued rights, obligations and remedies of the parties are not affected by the termination of these Terms.

Priority

If these Terms differ from any other information that you have been provided with, including by email or phone, these Terms apply, unless we agree otherwise in writing.

Jurisdiction & Governing Law

The Terms are governed and construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria.

I (Client full name), have read in entirety, and hereby agree to all Terms and Conditions as outlined within this Coaching Contract.

Client Signature:

Date:

Coach Signature:

Date: