

# Coaching and Services Agreement (`Agreement`)

This Agreement is made between:

[Insert Name of Person/Company purchasing/contracting the Services]

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of [Insert address - street/town/state] ("Client")

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And:

**Holly Bridges** of License to Think Pty Ltd, 352D Cambridge Street Wembley, WA  
("Coach")

## **1 PURPOSE OF THIS AGREEMENT:**

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- 1.1 The purpose of this document is to formalize agreement for the Services to be provided as listed in the Schedule on the terms set out in this Agreement (`the Terms`).
- 1.2 The Client will be providing certain Confidential Information which is proprietary to the owner to enable the Coach to provide the Services, which the Coach agrees to keep confidential.
- 1.3 The Client agrees to make payment for the Services in accordance with and as agreed in the Schedule.
- 1.4 Any intellectual property which may be developed, written, designed, or provided during the performance of the Services will remain at all times with the Coach as proprietary property.
- 1.5 The terms of this Agreement outline and govern the parties arrangement for these Services as follows:

## **2 DEFINITIONS:**

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- 2.1 "**Confidential Information**" means any written or oral information that is provided by or disclosed directly or indirectly through any means that is not already in the public domain, and may include information about business structures, methods, procedures and personal information.
- 2.2 "**Client**" means the individual receiving the Services or the legal guardian authorised to contract and accept the Services for and on behalf of any individual who may lack legal capacity (`Student`) and includes the Student.
- 2.3 "**Services**" means the services described in Item 1 of the Schedule.
- 2.4 "**Materials**" means stories, literature, newsletters, reports, advertising, audio promotional, literature, written documents, questionnaires, videos, or other material which may be required to assist and enable the Services to be performed.

### **3 SERVICES:**

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- 3.1 The Client appoints the Coach for the Services as specified in the Schedule to this Agreement. The Client accepts the Services and is bound by these Terms when the Client instructs the Coach to proceed, by making a payment, or by confirming acceptance via email or other written means.
- 3.2 The Coach agrees to provide the Services described in Item 1 of the Schedule in accordance with the Terms in this Agreement. The Coach agrees to provide these Services in a professional manner and in accordance with generally accepted industry practice and standards and will ensure any contractors or coaches or representatives that the Coach may employ from time to time will have the relevant qualifications and are under the same standards requirements.
- 3.3 Any specific terms and requirements relating to the Services required by the Client will be agreed in writing and notified to the Coach in advance.
- 3.4 Services may be provided face-to-face or via web-based means (such as Skype, Google hangout or similar) or as otherwise agreed in the Schedule. The Client is responsible for ensuring they have the appropriate facilities available as agreed in the Schedule.
- 3.5 All sessions must be scheduled and agreed in advance by the Coach including any sessions which are rescheduled due to unavailability of either the Client or the Coach. All sessions that are rescheduled must be taken and provided no later than eight (8) weeks after the final date nominated for completion in the Schedule. Any sessions outside of this time frame and all extensions must be agreed in writing by the Coach.
- 3.6 In the event that a Client is unable to attend or wishes to reschedule their appointment, a minimum of twenty four (24) hour notice is required to permit the Coach to offer this session time to another Client. Any sessions that are not notified to the Coach for cancellation or rescheduling prior to this twenty four (24) hour requirement may be forfeited and may not be rescheduled.
- 3.7 In the event the Coach is required to cancel any session or appointment, the Coach will either reschedule at a time convenient to the Client, the session will be transferred to another date or the fee will be refunded depending on the circumstances appropriate and available to both parties.

### **4 WARRANTIES AND REFUNDS**

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- 4.1 Legislation may confer certain rights, warranties and guarantees and remedies relating to the provision of the Services which cannot be excluded, restricted or modified, including but not limited to the Australian Consumer Law ('ACL'). At no time are these statutory rights sought to be excluded.
- 4.2 The Coach represents and warrants:
  - (a) in providing the Services, they will comply with all law and industry standards;
  - (b) the work performed to provide the Services will be done to a high standard in accordance with best practice; and
  - (c) the scope of the Services will be limited to the description provided in the Schedule unless otherwise agreed in writing from time to time. Similar or equivalent Services may be substituted from time to time if,

in the sole opinion of the Coach, it would benefit the Client or be required to meet the terms of this Agreement.

4.3 The Client represents and warrants:

- (a) they will provide all relevant information required for the Coach to carry out the Services in a timely manner; and
- (b) they will immediately inform the Coach of any issues that arise that may affect the Student, the Coach, or provision of the Services during the term of this Agreement.

4.4 The Client acknowledges and agrees that:

- (a) results of Services vary from individual to individual. For this reason, performance, progress and success of any particular Services is reliant on the Client and individual Student to meet their own requirements. The Coach cannot and does not guarantee any particular or any results and the Client understands that the Client is solely responsible for their progress. If any time during the Services the Client feels their progress is not as expected, it is the responsibility of the Client to advise the Coach immediately of any concerns in order to give the Coach an opportunity to address and assist. The Coach will use reasonable efforts to resolve the concerns, however at no time does the Coach guarantee or warrant any increase or altered progress or performance;
- (b) as the Coach has blocked out specific time periods to provide the Services, any cancellation or termination and refund of Services would be to the detriment of the Coach. Refunds are granted in very limited circumstances and in the sole discretion of the Coach;
- (c) in addition, any delay or late attendance to any scheduled sessions by the Client will finish at the nominated and agreed original time in order to not disadvantage other Clients that may be scheduled after the Client session. All sessions must finish on time at the originally scheduled time unless otherwise agreed by the Client and the Coach;
- (d) they undertake and engage the Services at their own risk on their own behalf or on behalf of any Student as applicable, and any session recommendations by the Coach are not a substitute for medical attention, treatment, examination, advice, treatment of existing conditions or diagnosis and is not intended to take the place of a proper medical advice from a fully qualified medical practitioner; and
- (e) they are responsible for consulting a suitable medical professional before engaging the Services and using any of the information or materials provided by any Services or before trying any exercise, technique or taking any course of action that may directly or indirectly affect their health or well being.

## **5 DISPUTES**

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- 5.1 If at any time any aspect of the Services are not reasonably acceptable to the Client, or both parties disagree on the quality, substance, or the parties disagree for any reason on the Services, the Client will immediately notify the Coach of any such reason, the specifics and will give a reasonable opportunity for the Coach to respond and address any concerns. Feedback and discussion are important to the sessions and provision of the Services and it is up to the Client to provide such feedback in order to give the Coach an opportunity to resolve any issue quickly and effectively.

- 5.2 If a dispute arises, both parties agree that confidentiality is paramount to the reputation of both the Client and the Coach. At no time will any communications or discussions be made public, including but not limited to any social media websites of either party. Any public discussion or comments about either party are considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.
- 5.3 In the event of any dispute on the work, quality or ownership that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each of us agrees to pay our own costs.

## **6 RELATIONSHIP**

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The relationship under this Agreement is that of principal and independent contractor. This Agreement does not make either party a joint venturer, partner, employee or agent of the other. No act or omission of either party is to bind the other party except as expressly set out in this Agreement.

## **7 TERM AND OWNERSHIP OF INTELLECTUAL PROPERTY**

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- 7.1 **Term:** This Agreement is for the period set out in Item 2 of the Schedule. All Services must be provided between the Commencement Date and the Final Date as set out and agreed in the Schedule. In the event not all Services have been provided before the Final Date, the remainder will be forfeited by the Client unless otherwise agreed in writing. It is up to the Client to ensure they arrange to be available for all sessions and for the Services to be provided in full.
- 7.2 **Confidentiality is Paramount:** The confidentiality provisions survive the termination of this Agreement remain until the Confidential Information becomes part of the public domain.
- 7.3 **Ownership of Intellectual Property and Confidential Information:** Materials, reports and exercise work may be provided to the Client from time to time during and to enable the provision of the Services. All materials and work are provided without warranties of any kind, both express and implied. Any materials, analyses, processes, discussions and other intellectual property, both tangible and intangible, which is provided or may be developed as a result of or during the Services is and will remain the property of the Coach at all times. No materials may be reproduced or used for any purpose other than the personal private use of the Client. At no time may it be reproduced and provided to third parties without the express written permission of the Coach.
- 7.4 **Recording of Workshop Sessions and Release:** From time to time the Coach may record workshop sessions or interviews with carers, guardians, parents or other individuals in sessions ('Responsible Person'), classes or functions that the Coach organizes. The Coach will advise at the beginning of the workshop session or interview if they are recording and the Client or the Responsible Person can decline to take part and participate in any workshop or other session, if they do not wish to be recorded.

## **8 INFORMATION PROVIDED TO PERFORM THE SERVICES**

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### **8.1 Confidentiality:**

The Coach agrees that they will:

- (a) keep confidential and secure;
- (b) not use directly or indirectly; and
- (c) not disclose directly or indirectly,

this Agreement and all personal information relating to, arising under or acquired under or as a consequence of this Agreement and the Services, except:

- (i) as required by law or any regulatory authority; or
- (ii) with the Client's express written consent.

- 8.2 The Coach will not at any time disclose or allow access by any person or third party to any of the Confidential Information unless required to perform the Services in which case, the Coach will ensure they are under the same duty of confidentiality as the Coach is under this Agreement.
- 8.3 In the event that the Coach is required by law or other regulatory disclosure, to contact any protective agency or body, or in any other emergency situation, you waive all right to Confidentiality and indemnify us for any release of any Confidential Information.

## **9 PAYMENT, PRIVACY AND DELIVERY**

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- 9.1 In the event of any late, overdue or unpaid invoice amounts, they will incur interest at a rate determined in accordance with the Penalty Interest Rates Act 1983.
- 9.2 In the event that the Client fails to pay any invoices, fails to make any payments in accordance with the terms of the Agreement or does not perform its obligations under this Agreement, the Coach may refuse to continue to provide the Services and may terminate this Agreement immediately without notice. We may also commence proceedings to collect any outstanding debts owed. The Client is at all times responsible for any additional bank or other fees that may be incurred as a result of any late payment of invoices.
- 9.3 The Coach will provide the Client with a statement of services invoice. Any medical or insurance reimbursement claims are the subject of the Client's own individual insurance policy. We are not responsible for any inability to seek or receive a reimbursement and it is up to the Client to ensure they understand their own insurance policy reimbursement claims. We do not make any claims on behalf of Clients.
- 9.4 All payment and personal information will be kept in a secure manner in accordance with Australian privacy requirements. Please refer to the Coach's Privacy Policy for details on how Client information will be kept secure.
- 9.5 By providing the Coach with your payment and credit card details, the Client authorizes payment for Services. In the event the Client has chosen payments to be made on a recurring basis, the Client hereby authorizes such payments to be deducted by the Coach until the full payment has been made under the Terms and in accordance with this Agreement.

- 9.6 **Default:** Failure to make a required payment when due under this Agreement shall constitute a material default under this Agreement.
- 9.7 All sessions or Services are non-transferrable. In addition, no sessions may include or be attended by any third parties unless agreed in advance by both Client and Coach.

## **10 TERMINATION AND CANCELLATION**

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- 10.1 For any breach of any of the obligations of this Agreement, the person who has committed the breach will immediately remedy or rectify the breach promptly.
- 10.2 Termination may occur if the Coach believes that the working relationship has broken down including a loss of confidence and trust; or for any other reason outside their control which has the effect of compromising their ability to perform the Services. In the event of such termination by the Coach, payment must be made up to the date of the last Services and any other monies paid in advance will be refunded to the Client.
- 10.3 For any group courses or programs that may be offered from time to time, the Coach reserves the right, in their reasonable discretion, to cancel the course or program in the event that less than a suitable number of clients are registered. All monies and fees will be refunded in full.
- 10.4 In the event of any termination by the Client, payment for the full terms of the Services as agreed and nominated in the Schedule becomes immediately due and payable.
- 10.5 Confidentiality survives and continues in the event of any dispute or termination and, in any event, after the delivery of the Services.

## **11 LIMITATION OF LIABILITY AND INDEMNITY**

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- 11.1 The Coach and their representatives are in no way liable for any loss or damages whether direct, indirect or consequential which the Client may suffer in reliance directly or indirectly on all or any part of the Services. The Client shall indemnify and hold harmless the Coach from and against any and all actions, claims, liabilities, proceedings or demands which may be brought against them in respect of any loss, death, injury, illness or damage (whether personal or property and including reasonable legal fees and expenses).
- 11.2 The liability of the Coach is governed solely by the ACL and these Terms. Any other conditions and warranties which may be implied by custom, law or statute are expressly excluded.
- 11.3 The Client acknowledges and agrees that they use and engage the Services at their own risk and on behalf of any Student. In engaging the Services, the Client agrees they are liable for and agree to indemnify and hold the Coach harmless for and against any and all claims, liabilities, actions and expenses which may result either directly or indirectly from a breach of these Terms, misuse of the Services or in connection with any of the Services. In particular, the Client acknowledges that the Sessions and

Services are provided with information as guides for personal health and well-being. Any actions, activities or decisions the Client decides to make as a result of, in conjunction with, or after engaging the Services, is their own decision and risk and the Coach is in no way directly or indirectly responsible for any decision or action the Client may decide to make based on any discussions or information the Coach may provide to the Client.

- 11.4 The Client agrees that some Services may involve health or other personal and well-being management discussions. The Services and information should not replace discussions with qualified suitable healthcare professionals where relevant to the condition of any Client and should not be used to diagnose or replace any professional treatment or management of any particular existing condition. All decisions about any treatment and management of any condition must be made with a relevant healthcare professional and the Client agrees and acknowledges that any reliance on any information, discussions or recommendations that may arise during the sessions, is done at their own risk. The Client is at all times responsible for their own physical health and emotional well-being. The Coach recommends that any pre-existing condition be treated by a suitable medical professional and that any information provided by the Services is not to be relied on in substitution.
- 11.5 In any case, the Coach's liability is limited at all times to amount of the last invoice fees paid by the Client.

## **12 GOVERNING LAW**

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This Agreement is governed by the laws from time to time in force in the state of Western Australia. Both parties agree to unconditionally submit to the non-exclusive jurisdiction of the Courts of Western Australia for determining any dispute concerning this Agreement.

# SCHEDULE

## **Item 1: Services to be Provided**

Day Workshop for Health, wellness and coaching including recommendations, guidance and provision of techniques to manage and maintain health and wellbeing/ Therapy and counselling sessions to assist with techniques to assist with self-management, behavioural etc

**Name of Student (where applicable):**

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## **Item 2: Minimum Term, Commencement Date and Final End Date**

Commencement Date:

Final End Date for completion of Services:

**I have read, understand and agree to the terms of this Coaching Services Agreement:**

**SIGNED by Client**

[Sign name.]

**Print Name**

[Insert name.]

**Date**

[Insert date in dd/mm/yyyy format.]