

## Get Offline Coaching Terms

These Terms and Conditions (T&Cs) are entered into by and between: Get Offline and the Client, whereby Get Offline agrees to provide Coaching Services for the Client focusing on the topics attached to this document as Schedule A.

**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 maximise professional potential. It is designed to facilitate the creation/development of professional or business ideas and goals.

### 1. Coach-Client Relationship

- A) Coach agrees to maintain the ethics and standards of behaviour established by the International Coach Federation “(ICF)” ([coachfederation.org/icf-ethics](http://coachfederation.org/icf-ethics)). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behaviour.
- B) 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. 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) Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.
- D) 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) Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders 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 legal, medical or other qualified professionals and that it is the Client’s exclusive responsibility to seek such independent professional guidance as needed. If 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.

(disclaimer not a psychiatrist and is not a medical practitioner)

## **2. Services**

The parties agree to engage in one or an ongoing series of Coaching Sessions on video calls. Coach will be available to Client within the scheduled Coaching Session.

## **3. Schedule and Fees**

The fee is \$170 AUD per hour (inclusive of GST), paid in full at point of booking. The video call shall be 60 minutes.

### *Call extensions*

If the Client would like to continue the call past the 60-minute mark and the Coach is able, the Client agrees to be invoiced at a rate of \$45 every 15-minutes. Singular bookings can not exceed 1.5 hours.

### *Cancellation*

Full refund if Client cancels within 24 hours of the original booking time. Coach reserves the right to retain her fee for a Coaching Session cancelled less than 24 hours of the original scheduled time.

### *Reschedule*

Coaching Sessions can be rescheduled for free up to 24 hours before the original booking time.

## **4. Procedure**

The time of the Coaching Session will be determined by the Client, on review of the Coach's availability on the booking calendar. The Client will initiate all scheduled calls and will call the Coach using the Skype link provided during the booking process.

## **5. Confidentiality**

This coaching relationship, as well as any information (documented or verbal) that the Client shares with the Coach and the Coach shares with the Client as part of this relationship, is strictly confidential. Sessions are not to be recorded. 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.

## **6. Cancellation Policy**

Client agrees that it is the Client's responsibility to cancel the Coaching Session 24 hours out from the original scheduled time. Coach reserves the right to retain her fee for a Coaching Session missed by the Client or cancelled less than 24 hours of the original scheduled time.

## **7. Limited Liability**

Except as expressly provided in these T&Cs, 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 these T&Cs, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under these T&Cs for all coaching services rendered through and including any termination date.

## **8. Entire T&Cs**

This document reflects the entire T&Cs between the Coach and the Client, and reflects a complete understanding of the parties with respect to the subject matter. These T&Cs supersede all prior written and oral representations. These T&Cs may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

## **9. Severability**

If any provision of these T&Cs 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 in these T&Cs 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.

## **10. Waiver**

The failure of either party to enforce any provision in these T&Cs 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 these T&Cs.

## **11. Applicable Law**

These T&Cs shall be governed and construed in accordance with the laws of New South Wales, Australia, without giving effect to any conflicts of laws provisions.

SIGNED: Alison Rice (Coach)

DATE: March 2020

## **Schedule A**

### **Personal**

- Career mapping and direction
- Preparing for an interview
- Negotiating your role / salary
- Stepping up as a leader
- Taking the leap / career change
- How to develop team members
- How to have a difficult conversation
- How to lead in difficult situations

### **Team / Strategy**

- Team and workplace culture
- New managers / new teams
- Feedback on your idea
- Help defining your why
- Help defining brand message / target
- Growing community
- Feedback on brand identity
- Advice on marketing and PR