

# Coaching Contract

## 1. Introduction

- 1.1. This Contract is entered into on [date of signing] by [Coach's name] (referred to as the 'Coach') and [Client's name] (referred to as the 'Client') for the provision of Coaching Services (referred to as 'Coaching').
- 1.2. This Contract will come into effect on [start date] and will terminate on [end date], unless an extension is agreed by both parties in writing.
- 1.3. Coaching is a partnership (defined as a temporary non-binding informal 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/or professional potential.

## 2. Disclaimer

- 2.1. The Client acknowledges and agrees that the Client is solely responsible for his/her own physical, mental and emotional well-being, decisions, choices, actions and results. The Client acknowledges and agrees that no specific outcome can be guaranteed as a result of Coaching.
- 2.2. The Client acknowledges and 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 advice or services provided by the Coach.
- 2.3. The Client acknowledges and agrees that coaching is not substitute for therapy and does not prevent, cure, or treat any mental disorder or medical disease.
- 2.4. The Client acknowledges and agrees that coaching is not to be used as a substitute for professional advice by legal, mental, medical, financial or other qualified professional and will seek independent professional guidance for such matters.

## 3. Provision of Coaching

- 3.1. Coaching is estimated to start on [date] and finish on [date].
- 3.2. Coaching sessions will generally be conducted [weekly / monthly] via [phone / in-person] at [location / number], unless otherwise agreed by both parties.
- 3.3. The total number of sessions estimated under this Contract is [x].
- 3.4. The duration of a regular coaching session is [30/45/50/60/90] minutes.

## 4. Confidentiality

- 4.1. 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.
- 4.2. The Client acknowledges and accepts that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions or religious authorities) and thus communications are not subject to the protection of any legally recognized privilege.
- 4.3. Confidential Information does not include information that:
  - 4.3.1. was in the Coach's possession prior to its being furnished by the Client;
  - 4.3.2. is generally known or otherwise available to the public;
  - 4.3.3. is obtained by the Coach from a third party, without breach of any obligation to the Client;
  - 4.3.4. is independently developed by the Coach without use of or reference to the Client's confidential information;
  - 4.3.5. the Coach is required by statute, lawfully issued subpoena, or by court order to disclose;
  - 4.3.6. 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 Coach, the Client or any other party;
  - 4.3.7. involves illegal activity.
- 4.4. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

## 5. Payments and Fees

- 5.1. The Client shall pay for Coaching [\$xxx USD] monthly (referred to as the 'Monthly Retainer'). Payment shall be made [at least one week] in advance of the first coaching session scheduled for that month.
- 5.2. The Client understands and accepts that the Coach reserves the right to cancel a Coaching session if payment has not been received prior to the start of that session. Sessions cancelled due to delays in



payment will be charged in full and will be counted towards the total estimated number of sessions under this Contract.

## 6. Cancellation Policy

- 6.1. If the Client wishes to cancel or reschedule a coaching session, he/she shall notify the Coach at least **[48 hours]** prior to the start of the session (referred to as 'Notification period'). If the Client fails to do so, the Client will be charged for the session and it will be counted towards the total estimated number of sessions under this Contract.
- 6.2. If the Client discontinues any coaching session early, the Client will be charged for a full session and it will be counted towards the total estimated number of sessions under this Contract.

## 7. Refunds

- 7.1. Only unused sessions can be refunded. To calculate the refund amount, Monthly Retainer is prorated to the number of sessions scheduled for that month and fees for any prepaid unused sessions will be refunded to the Client.
- 7.2. No refund will be given for Coaching sessions that have been completed. A session is considered 'completed' if:
  - 7.2.1. the session has been conducted between the Coach and the Client;
  - 7.2.2. the session has been cancelled due to delays in payment by the Client;
  - 7.2.3. the Client fails to notify the Coach in accordance with the agreed Notification period while cancelling or rescheduling the session.

## 8. Termination

- 8.1. Either the Client or the Coach may terminate this Contract at any time and for any reason by giving the other party **[1/2 /3/4 days / weeks / months]** written notice.
- 8.2. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

## 9. Indemnities

- 9.1. The Client shall defend, indemnify, and hold harmless the Coach and the Coach's organisation and its employees from and against any and all liabilities and expense whatsoever – including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements – which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the Coaching or any other products or services rendered by the Coach to the Client.
- 9.2. The Client shall defend the Coach and the Coach's organisation and its employees in any legal or regulatory actions, or the like arising from or related to this Contract.

## 10. Applicable Law

- 10.1. This Contract and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with **[English law]**.
- 10.2. The courts of **[England and Wales]** will have exclusive jurisdiction to settle any dispute or claim arising out of this Contract.

Signed by the Coach:

**I have read, understood and agree to the terms of this Contract:**

[Date]

[Coach Name]

[Coach Address]

[Coach Contact details]

Signed by the Client:

**I have read, understood and agree to the terms of this Contract:**

[Date]

[Client Name]

[Client Address]

[Client Contact details]

