

BUSINESS COACHING TERMS AND CONDITIONS

1. Inclusions and Exclusions

Your Coaching Package includes:

- 1 hour Coaching/s Session **via Zoom** (refer to our "AI Privacy Policy" document)
- Follow up email with a link to the recording, a summary of the session and suggested exercises/activities to complete between sessions.
- Access to proven tools and templates (depending on the session).
- Brief email communication in between sessions for check-ins and quick problem solving.

Your Coaching Package doesn't include:

- A pre-session briefing. We have a 20-minute free Discovery Call available to members to discuss their hopes and requirements for the Coaching Sessions. These can be booked via our website.
- Review of client documents prior to, or in between Coaching Sessions (when required, documents can be reviewed during the session or outside the session "on the clock").
- Phone calls to discuss coaching matters in between sessions.
- Extensive email communication in between sessions. This communication will be directed into a future coaching session.

2. Payment

- Coaching Sessions must be pre-paid in full via The Design Coach website.
 - Clients have a Cooling Off period of 48 hours after purchase to cancel the sessions and receive a full refund (unless within 24 hours of the first scheduled session).
 - Cancellation of Coaching Sessions after 48 hour Cooling Off period will forfeit payment.
 - Cancellation/rescheduling of a Coaching Session with less than 24 hours' notice will forfeit the payment for that session.
 - No show for a Coaching Session will forfeit payment for that session.
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3. Booking Sessions

- For new Coaching Clients, a Questionnaire will be sent to you after full payment for the Coaching Sessions has been received.
- Once the Coaching Questionnaire is received by TDC we will schedule your first session.
- For returning Coaching Clients, once full payment is received we will schedule your first coaching session.
- Timeslots available for coaching will vary. We will endeavour to book your session at the first most convenient time for both parties.
- To maintain momentum, we recommend booking sessions with regularity. Ideally spaced a fortnight apart, although this will depend on each individual circumstance.

4. Intellectual Property

- Any of the information (tools, templates, systems and processes) shared in our sessions is considered the Intellectual Property of The Design Coach. Clients should consult with The Design Coach prior to sharing with anyone.
- Forward sale of any of the content will be considered in breach of copyright.

5. General Terms

- The services to be provided by the Coach are designed jointly between the Coach and the Client and are based on the Client's expressed interests, goals, and objectives. The Coach employs assessments, discussion, questions and practices to assist the Client in reaching their objectives.
 - The Client acknowledges that deciding how to handle these objectives, incorporate Coaching into those areas, and implement choice is exclusively the Client's responsibility.
 - Coaching is most effective when both parties are candid, open, honest and straightforward in their communication.
 - Coaching success depends largely on the Client's willingness to be open-minded, redefine, experiment and try new approaches and take an active participation in the change process.
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6. Disclaimer

- All advice given in our Coaching Sessions is considered as a guide for reference only and Clients are encouraged to research and develop systems and processes that suit their own business and preferred method of operation.
- Clients should understand that the information shared (tools, templates, systems and processes) is not subject to the authorisation or approval of any formal industry bodies.
- The Client acknowledges and agrees that in the course of the services, the Coach may ask the Client questions that may be personal, challenging, or disturbing. The Client acknowledges and agrees that they are fully responsible for their own physical, mental and emotional well-being during Coaching sessions, and are fully responsible for any actions, choices and decisions made as a result of the Coaching.
- The Client waives and releases any claims arising or results from The Coach's questions, suggestions, and advice and from actions, choices and decisions made by the Client. This waiver does not apply to conduct or actions outside the scope of the Coaching services.
- The Design Coach may recommend or introduce clients to Studio Legal for contract products. The Design Coach has a commercial referral arrangement with Studio Legal and receives a commission of 15% of Studio Legal's professional fees received from referred clients for contract products, excluding GST and disbursements.
- The commission is paid by Studio Legal and does not increase the fees payable by the client. Clients are under no obligation to engage Studio Legal and may choose their own legal adviser without affecting their coaching services.
- The Design Coach does not provide legal advice. Any legal services are provided independently by Studio Legal.

7. Confidentiality

- The Design Coach and Client mutually recognise that the Client and Coach may discuss future plans, business affairs, customer lists, financial information, job information, goals, personal information, and other private information. The Design Coach will not communicate the client's information to any third party.
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- In order to honour and protect The Design Coach's intellectual property, the client likewise agrees not to disclose or communicate information about The Design Coach's practices, materials, or methods to any third parties.
- Exceptions where The Design Coach may make a disclosure include:
 - 1) If the Client shares information that gives the Coach reasonable cause to believe there are threats of serious harm to the Client themselves, or to others.
 - 2) If the Coach's records are subpoenaed or other law requires disclosure.
 - 3) To prevent the Client from committing a criminal or fraudulent act or to mitigate or rectify such conduct.
 - 4) To secure legal advice about the Coach's compliance with this agreement.

8. Cancellation of Coaching Package & Termination of Services

- Upon the Client agreeing to and engaging in a coaching package (set number of coaching sessions), the Client is purchasing (personally or through their company) a full coaching package and is liable to making full payment of costs as set out and agreed. The Client may cancel or terminate the coaching process any time after the first session but will not be entitled to refund of outstanding sessions.
- Termination of the coaching package by The Design Coach will entitle the Client to a full refund of outstanding coaching sessions.

9. Nature of Agreement

- This Agreement shall, in all respects, be governed by the laws of the Australia applicable to agreements executed and to be performed within Australia. This Agreement constitutes the entire understanding and agreement of the parties and no amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.
- Payment of the Coaching Fee via the TDC website signifies agreement with these terms.

10. Dispute Resolution

- Any controversy or claim arising out of or relating to this agreement, or the breach of this agreement, shall be settled by arbitration, which will occur via telephone by an arbitrator that we mutually agreed upon. The costs of the arbitration shall be shared equally between the parties.
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