

Terms of Use Coaching Agreement

This Agreement is entered into by and between: Sas Petherick, Big Love Ventures Ltd, 10 Waterview Road, Stanley Point, Auckland, Aotearoa-New Zealand (Coach) and You! (Client) whereby Coach agrees to provide Coaching Services for Client focusing on the following topics/results/outcomes/goals attached to this Agreement as Schedule A.

Other policies relating to the operation of my coaching practice are available [here](#).

Description of Coaching:

Coaching is a 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 maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional, or business goals and to develop and carry out a strategy/plan for achieving those 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/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/their own physical, mental, and emotional well-being, decisions, choices, actions, and results arising out of or resulting from the

coaching relationship and his/her/their 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, 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/they 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/her/their 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 as defined by the American Psychiatric Association 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 the 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 create the time and energy to participate fully in the Programme.

2. Services

The parties agree to engage in the Coaching Programme through Zoom meetings. The Coach may be available to Client by e-mail and voicemail in between scheduled meetings as defined by the Coaching Programme.

The Coach may also be available for additional time, per Client's request, on a prorated rate (for example, reviewing documents, reading or writing reports, engaging in other Client-related services outside of coaching hours).

3. Schedule and Fees

This coaching agreement is valid as of 1 January 2025. The fees vary for each Coaching Programme and are detailed in Schedule A.

The refund policy in effect for the term of this Agreement is as follows:

- With the exception of Self-belief Workshops (no refunds are offered due to the immediate digital nature), the Client may cancel an order within

24 hours of purchasing and request a refund. The refund will be issued, minus a \$25USD transaction fee. To cancel an order, send your request to kay@selfbelief.school.

- If unexpected circumstances prevent the Client from completing a Coaching Programme, then the Client may request a refund for the amount pertaining to the remaining sessions. If approved, the refund will be issued, minus a \$25USD transaction fee. Please send your request in writing to kay@selfbelief.school

4. Confidentiality

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics.

Please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions), and thus, communications are not subject to the protection of any legally recognized privilege. 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.

Topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

The Coach will advise all participants in Group Programmes of the value of confidentiality for fellow group members.

7. Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled calls/meetings. The Coach reserves the right to bill the Client for a missed meeting. The Coach may choose to reschedule the missed meeting.

8. Record Retention Policy

The Client acknowledges that the Coach has disclosed his/her/their record retention policy with respect to documents, information, and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for a period of not less than 3 years.

9. Termination

Either the Client or the Coach may terminate this Agreement at any time with 1 weeks written notice. The refund policy applies.

10. Limited Liability

Except as expressly provided in this Agreement, 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 this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

11. Entire Agreement

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

12. Dispute Resolution

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

Severability If any provision of this Agreement 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 of this Agreement 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.

13. Waiver

The failure of either party to enforce any provision of this Agreement 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 this Agreement.

14. Applicable Law

This Agreement shall be governed and construed in accordance with the laws of New Zealand without giving effect to any conflicts of laws provisions.

15. Binding Effect

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

Schedule A - Coaching Programmes

All prices are in US Dollars and include all taxes. For all Group Programmes, a deposit is requested to secure your place. A 10% discount is offered for those who pay in full - there is no additional fee for choosing a payment plan.

Programme Name	Programme Content Outline	Payment Schedule
Private Coaching	<ul style="list-style-type: none"> ● Personal coaching sessions usually taken over the course of a year and tailored to each individual. ● Voxer Support available during business hours. ● Specific workshops and in-person experiences are available. 	Tailored to individual.
Self-belief School - comprehensive programme for humans with self-doubt.	<ul style="list-style-type: none"> ● Monthly Coaching Sessions to complement the pre-recorded library of 10 Core Modules. ● Core Modules run 'live' once a year. ● Voxer Support available during business hours. ● Includes Courage-based Goals twice a year. ● Lifetime access. 	\$1997 total cost. Plans are available for six and 12 monthly payments.
Courage-based Goals - programme for humans with self-doubt to achieve goals.	<ul style="list-style-type: none"> ● 50-day programme with 6 Coaching/Teaching sessions. ● Voxer Support available during business hours. 	\$333 total cost. Plans are available for two and three monthly payments.

Programme Name	Programme Content Outline	Payment Schedule
Supercharged Single Sessions - workshop for Coaches to set up an ethical single-session offer.	<ul style="list-style-type: none"> • Workshop followed by two weeks of Voxer Support. 	\$333 total cost. Plans are available for two and three monthly payments.
Ripen Coaches Circle - 12-month leadership programme, supervision and mentoring support for Coaches.	<ul style="list-style-type: none"> • Two three-hour Soulful Strategy Virtual Retreats (Jan and Sept). • Nine two-hour Circle Calls at agreed time each month (except Jan and Aug). • Two one hour 1:1 Coaching Sessions to be agreed with individual participants. • Voxer Support available during business hours. 	\$5000 total cost. Plans are available for six and 12 monthly payments.
The Coaching Well - monthly communal reflective practice and supervisory support for Coaches.	<ul style="list-style-type: none"> • Ten 90-minute Sessions (no calls January & August). 	<p>\$500 total cost. Plans are available for two and 12 monthly payments.</p> <p>\$300 for coaches working in public, voluntary or social justice sector (available on request).</p>
Self-belief Workshops	<ul style="list-style-type: none"> • Self-paced workshops available to purchase anytime. 	\$33 total for each (nb: refund policy does not apply).