

Coaching Contract @ October 2017



This Agreement is Made Between the Consultant, Maria Doyle and the Client.

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Coaching Sessions Outline

- **STRATEGY SESSION:** 2 hours of coaching, to be used in one 2 hour session or two 1 hour sessions, within 4 weeks.
- **8 HOUR BUNDLE:** 8 hours of coaching or consulting (to be used within 4 weeks). Sessions can be minimum 1 hour, maximum 8 hours in one day, and will be deducted from the balance of 8 hours until all hours have been used.
- **20 HOUR BUNDLE:** Up to 20 hours (to be used within 8 weeks). Sessions can be minimum 1 hour, maximum 8 hours in one day, and will be deducted from the balance of 20 hours until all hours have been used.

Terms

- This agreement, will begin upon acceptance.
- GST is only applied for Australian residents.
- Credit card fees are only payable for those paying via credit card with the PAY NOW button attached to the invoice. If paying by bank transfer, simply remove the credit card fees from the total.
- Sessions must be paid for before services are rendered.

Upgrades:

The Client is entitled to Upgrade the Initial Strategy Session to an 8 Hour Bundle, or a 40 Hour Bundle.

'Upgrading' means paying the difference between the usual price of the products.

- **An 8 Hour Bundle** can be purchased for AU\$1595 (excluding taxes & fees) which includes 8 hours of coaching, editing, reviewing or consulting work, over a maximum of 4 weeks, a full Library of resources and email support as required.
- **A 20 Hour Bundle** can be purchased for AU\$3595 (excluding taxes & fees) which includes up to 20 hours of coaching, editing, reviewing, writing or piloting, over a maximum of 8 weeks, and also includes a full Library of resources and email support as required.

Email correspondence between sessions to book further sessions or clarify action items is included in these fees, and clients can book in for a 10 minute complimentary chat between sessions if necessary. The services to be provided by the coach to the client are coaching or tele-coaching, as designed jointly with the client. Coaching, which is not advice, therapy or counselling, may address specific curriculum development projects, or general projects in the client's profession.



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Variations:

Extensions: Bundles can be spread out over twice the time period initially promised (coaching hours remain the same), and will attract a surcharge of AU\$195 (excluding taxes and fees).

Refunds are generally not considered unless there are extenuating circumstances, as deemed in the sole discretion of Maria Doyle. Unused sessions may be transferred to another person.

Payment plans for the Bundles can be arranged however 50% deposit is required up front, before any coaching can commence. The remainder is required to be paid before the remainder of the sessions delivered. This option attracts a AU\$95 administrative surcharge (exclusive of taxes and charges).

Confidentiality

The coach promises the client that all information provided to the coach will be kept strictly confidential.

Coaching Relationship

Throughout the working relationship, the coach will engage in direct and personal conversations. The client can count on the coach to be honest and straightforward in asking questions and making requests. The client understands that the power of the coaching relationship can be granted only by the client, and the client agrees to do just that: have the coaching relationship be powerful. If the client believes the coaching is not working as desired, the client will communicate that belief and take action to return the power to the coaching relationship.

Content and Intellectual Property

All material relating directly or indirectly to our Coaching, on the Site, in our Online Community or otherwise delivered by us including (but not limited to) course content, text, graphics, information architecture and coding (Our Content), is subject to copyright. While you may browse or print Our Content for non-commercial, personal or internal business use, you must obtain our prior written permission if you'd like to use, copy or reproduce it.



Modification of Our Content for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.

The trade marks, logos, and service marks displayed on our Site are the registered or unregistered trademarks of Create Real Change. The trademarks whether registered or unregistered, may not be used in connection with any product or service that does not belong to Create Real Change, in any manner that is likely to cause confusion with customers, or in any manner that disparages Create Real Change and or Maria Doyle.

Nothing contained on this Site or in our Online Community should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade mark without our express written permission.

You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that Create Real Change will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

Liability is Limited

The disclaimers, liability limitations and indemnities on the website apply to this Coaching Agreement also.

We do not make any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with any of our Site, Online Community or Our Content.

In no event will we be liable (and you indemnify us) for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute products or services arising out of or related to the use, inability to use, unauthorised use, performance or non-performance of or reliance upon this Site, Online Community or Our Content even if we have been advised previously of the possibility of such damages and whether or not such damages arise in contract, tort, under statute, in equity or at law.



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You understand that our Coaching is provided to you based on our experiences and training in business and marketing, and although we will work closely with you to provide your desired result, we are not liable for the outcomes of your business, as this is wholly dependent on your implementation and execution of any strategies suggested to you, the general commercial environment at the time, and many other external factors that may impact the results.

You agree that we will not be liable for any loss or damage which you incur as a result of use of our Coaching advice including without limitation, damage caused by your misunderstanding of our advice, misuse of our advice, or non-application of the advice to the extent required to be effective, or for advice that does not benefit the business where you have not provided a full picture of the relevant attributes of the business, your systems and your industry requirements to us before the advice was given.

Where you travel overseas for coaching or an event, you understand that we are not liable for, and cannot avoid for you, such potential issues caused by third parties such as flight delays and cancellations, accommodation issues and changes, health issues including but not limited to food poisoning, and other issues you may face being in a foreign country. We will do our best to assist you, but it is your responsibility to take proper care and have adequate insurance to avoid loss where possible.

Declaration

I understand that I am working with Maria Doyle for professional education and training coaching at the agreed fee. These fees may be considered deductible business expenses and GST will be applied to all invoices for services rendered to Australian residents, as required by federal law. Credit card fees will be applied to those using the online payment facility through the mariadoyle.com website or invoicing system.