

# COACHING AGREEMENT

## Background

I offer professional coaching service for women solopreneurs who run a small business on or offline, or both. I use Human Design in my coaching services to help clients understand their innate strengths and challenges and apply that to how they run their business to achieve the goals they seek. This results, in most cases, with clients having clarity and congruence in who they are, what they do, and how to run their business that feels aligned, flowing, and easeful.

## Parties

This Agreement is made and entered into this date by and between the Coach, Aesha Kennedy, sole trader ABN 34050207697, and YOU the Client and is legally binding.

Please read this document carefully and address any questions to:  
Aesha Kennedy  
aesha108@yahoo.com

Please take some time to read through the information below carefully. This Agreement aims to clarify the roles and expectations for our relationship moving forward to achieve the best outcome for you.

This Agreement supersedes and prevails over any prior agreement or understanding (if any) between you and Aesha Kennedy.

While it is expected that this Agreement will be signed and returned by you, you are deemed to have read and accepted the Terms and Conditions contained in this Agreement upon receipt by you via email or through our website, AND by continuing to accept and engage the services provided by Aesha Kennedy.

**The Parties agree to the following terms and conditions:**

## 1. SERVICES

Aesha Kennedy provides the following services and programs:

### 1.1 Individual Coaching (standalone session)

Align & Shine® with Human Design Individual session is basic information and key aspects of your Human Design chart and how this information can support you to be true to you, aligned, and authentically express yourself

### 1.2 Coaching Package(s)

Align and Shine® VIP 6-session package, 75-min sessions, and Human Design for Biz 3-session package, 1 hour sessions. Both of these packages are a deep dive into how to use your unique Human Design information in your business. This is your unique chart and no one else will have the exact chart as you so each coaching package is bespoke and tailored to you specifically, the goals you want to achieve, and ways to apply your Human Design in your business that is aligned to who you are and how you work best.

### 1.3 Pre-Session information

You understand and agree:

- 1.3.1 You will be required to fill out an online Pre-Session before your session. This is your birth information. Place, date, time.
- 1.3.2 Any personal information you provide by request to assist in your coaching outcome is managed according to our Privacy Policy. You can read our Privacy Policy in full at <https://www.aeshakennedy.com/website-terms-conditions/#tve-jump-1794a3baa45>

## 2. COACHING FEES

You understand and agree:

### 2.1 Individual Coaching Sessions

- 2.1.1 Individual Coaching fees for standalone sessions are 1 hour A\$150 per session.
- 2.1.2 Payment is required before the session and will be requested when booking your session.
- 2.1.3 Payment is accepted via bank transfer.
- 2.1.4 Bank transfer details are provided upon request or stated on your invoice.

### 2.2 Coaching Session Packages

Coaching Session Packages are as follows:

- 2.2.1. Align & Shine® VIP 6 sessions A\$1500 – choice of 1 session per week or every two weeks. 75-min per session with interim contact via Voxer app or email.
- 2.2.2. Align & Shine® for Biz 3 sessions A\$444 – choice of 1 session per week or every other week. Interim contact between sessions via Voxer app or email.

### 2.3 Pricing

- 2.3.1 Pricing is valid for the term of the agreement.
- 2.3.2 Aesha Kennedy is not obligated to maintain the same offer or pricing should you wish to extend the term of service.
- 2.3.3 All prices are stated in Australian Dollars

## 3. PAYMENT

You understand and agree:

- 3.1.1 Total coaching package payment is to be made upfront unless payment plan required and agreed upon.
- 3.1.2 **Payment Plan** to be discussed and agreed upon before the 1<sup>st</sup> session.
- 3.1.3 Where a payment plan is negotiated with Aesha Kennedy, you agree to the following:
  - 3.1.3.1 All payments under a payment plan must be completed before the final session.
  - 3.1.3.2 Payments are pre-arranged via direct bank transfer to Aesha Kennedy nominated bank account.

## 4. SESSION BOOKINGS

- 4.1 Coaching sessions are booked online via Acuity or a similar booking link that will be emailed to you.
- 4.2 Session times are generally available between 1-5pm Sydney time, Monday – Thursday, with morning options on some days.

- 4.3 Aesha Kennedy calendar is updated in real-time to reflect availability weekly
- Rescheduling**
- 4.4 Rescheduling of sessions is permitted via the booking link provided.
- Cancellation or No Show**
- You understand and agree:
- 4.5 You may reschedule your session time more than 24 hours before your booked session; however, cancellation inside than 24 hours of your session or a no show will result in forfeiture of the session.
- 4.6 An additional session is considered a new booking and will be invoiced accordingly.

## 5. SERVICE DELIVERY

You understand and agree:

- 5.1 All coaching sessions will be delivered within the agreed time frame contained in the selected coaching package.
- 5.2 Coaching sessions will be delivered via Zoom.
- 5.3 All sessions must be booked and completed within the agreed time frame.
- 5.4 Any changes to the coaching plan, times, or delivery must be requested one week before start date in advance in writing to [aesha108@yahoo.com](mailto:aesha108@yahoo.com)

## 6. REFUND POLICY

**You understand and agree:**

- 6.1 Requests for refunds are considered on a case-by-case basis and may be offered entirely at Aesha Kennedy's discretion.
- 6.2 Any refund calculation will include a deduction for the services completed by Aesha Kennedy for coaching package, plus a cancellation fee of A\$50.
- 6.3 All refund requests must be made in writing to Aesha Kennedy detailing the reason for your request.
- 6.4 Refunds will not be considered or issued for a change of mind.

## 7. YOUR RESPONSIBILITY

You understand and agree:

- 8.1 You will prepare for each session as required.
- 8.2 You will be prompt in attending each coaching call or session.
- 8.3 For your online session, you will ensure you are somewhere private and undisturbed to be completely present during the coaching session.

**Coaching relationship**

You understand and agree :

- 8.4 Throughout your interaction with the Coach, you will be engaged in direct and personal conversations.
- 8.5 You will be required to be honest and straightforward in your answers to questions during your sessions with the Coach.
- 8.6 You are encouraged to be completely open about your concerns, challenges, goals and desires so the Coach can assist you fully.
- 8.7 You will be required to provide full disclosure regarding your current business systems and processes to enable the Coach to assist you fully.
- 8.8 The Coach is not responsible for the level of your success or any loss or failure experienced during the coaching process.

8.9 Your success will depend on how much work you put into the coaching process.

## **8. CONFIDENTIALITY**

- 9.1 All information (written or verbal) that you share with the Coach, and vice-versa, as part of your coaching relationship will be kept confidential (unless disclosure is required by law, such as fear for your or another person's safety or through a court order or subpoena).
- 9.2 The Coach agrees to keep details of all consultations, coaching sessions, strategies and plans and personal client information, and associated data shared for purposes required to complete the contracted coaching services confidential during and after this agreement.
- 9.3 While every effort will be made to maintain all information shared security and confidentiality, the Coach takes no responsibility for the security of information shared via third-party applications such as email providers or social media platforms that may be accessible to third parties.
- 9.4 The Coach will not use your name as a reference without first receiving written consent.
- 9.5 If the calls are being recorded, the Coach will inform the Client of the intent to record. However, the recordings will not be made public unless written agreement is sought from the Client.

## **9. ACKNOWLEDGEMENT AND DISCLAIMER**

You understand and agree:

- 10.1 You have engaged the Coach's services at the agreed Fee.
  - 10.2 The Coach cannot guarantee any results for you, and as such, you are 100% responsible for your progress and outcomes from coaching.
  - 10.3 You accept that given the highly personal nature of coaching services provided by the Coach, every client's results will differ; you accept responsibility for any such variance.
  - 10.4 The Coach is not an accountant, lawyer, psychologist, or medical practitioner and is not qualified to give you professional advice regarding your finances, health or legal position.
- Earnings disclaimer**
- 10.7 The Coach cannot and does not guarantee your ability to get results or earn any from mentoring, advice, ideas, information or strategies provided.
  - 10.8 You acknowledge an inherent risk in any business enterprise or activity. There is no guarantee that you or your business will earn any as a result of your engagement of the Coaches services.
  - 10.9 Nothing in the disclaimers above will limit or exclude any liability that may not be limited or excluded by applicable law.

## **10. LIMITATION OF LIABILITY**

You understand and agree:

- 11.1 Liability for the Coach's services is governed solely by the Australian Consumer Law and these Terms and Conditions.
- 11.2 Nothing in these Terms removes your Statutory Rights as a consumer under Australian Consumer Law.

- 11.3 To the extent permitted by law, the Coach excludes all express or implied representations, conditions, guarantees, warranties and terms relating to any Services except those set out in this Agreement, including but not limited to implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in this Agreement.
- 11.4 The Coach guarantees all services are supplied to you with due care and skill and fit for the purpose that the services have been advertised.
- 11.5 To the extent the Coach is unable to exclude liability; total liability for loss or damage you suffer or incur from services by the Coach is limited to re-supplying the Services to you or, at the Coach's, refunding to you the amount you have paid for the Services to which your claim relates.

## 11. WARRANTY AND INDEMNIFICATION

- 12.1 The Coach warrants coaching services will always be carried out:
  - 12.1.1 diligently;
  - 12.1.2 with proper care and skill; and
  - 12.1.3 in accordance with the terms of this Agreement.
- 12.2 The Client indemnifies the Coach against all claims for any legal relief whatsoever arising in any way out of or in connection with:
  - 12.2.1 the carrying out of, or failure to carry out the contracted services; or
  - 12.2.2 any breach of this agreement.
- 12.3 The indemnity does not apply to the extent that any claim is caused by the Coach's negligence or a breach of this agreement.

## 12. TERMINATION

- 13.1 Either Party may terminate this agreement by providing 7 days days' notice in writing to the other Party.  
**Termination by the Coach**
- 13.2 Except for as provided in this Agreement, where the Coach terminates this Agreement with or without cause and through no action or fault of the client, any payment for unfulfilled services without fees or charges will be refunded to the client.
- 13.3 Payment for fulfilled services will not be refunded.  
**Termination by the Client**
- 13.4 Except for as provided in this Agreement, where the Client terminates this Agreement, the Client is liable for all outstanding fees to the Coach. Payment is required in full within 7 days of the termination date.

## 13. DISPUTE RESOLUTION

You understand and agree:

- 14.1 You will contact the Coach immediately with any concerns so that they may be resolved quickly and effectively through friendly consultation.
- 14.2 In the event of a dispute, you agree to the following Dispute Resolution Procedure:
  - 14.2.1 You must advise the Coach in writing of the nature of the dispute, the outcome you seek and what actions you believe will settle the dispute.

- 14.2.2 In good faith, you agree to meet in person or via an online platform, for example, Skype or Zoom, to seek to resolve the dispute by agreement and compromise.
- 14.2.3 If an agreement cannot be reached to resolve the dispute, any party may refer the dispute to mediation by a mediator appointed by <https://www.australianchamber.com.au/associates/new-south-wales-business-chamber/>
- 14.3 Both parties must attend the mediation provided by the above in good faith to resolve the dispute through mediation.
- 14.4 Litigation via the court process may only be considered after a genuine attempt at mediation bought by either Party is unsuccessful.
- 14.5 Confidentiality is paramount to both parties' personal and professional reputations and standing in their business and community.
- 14.6 At no time will any communications or discussions be made public. This includes but is not limited to any websites or social media platforms of either Party.
- 14.7 Any public discussion or comments about either party will be considered defamatory, harmful or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.

#### **14. GOVERNING LAW**

You understand and agree:

- 15.1 The Terms and Conditions of this Agreement are governed and construed in accordance with the laws of the NSW, Australia.
- 15.2 Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the NSW, Australia

I have read, understood and agreed to the terms and conditions of this Agreement. By proceeding, I understand that I am legally bound by this contract to be coached by Aesha Kennedy

**-end-**