

COACHING CLIENT AGREEMENT

DATE: _____

INTRODUCTION

I am delighted that you, _____ ("you" or the "Client") have chosen to enter into a coaching journey with me and receive coaching services from me, Neil van der Merwe, ("I," "me" or the "Practitioner").

This Client Agreement (the "Agreement"), will describe the relationship between you and me with respect to the coaching services that I will be providing to you. These coaching services may include various modalities such as, but are not limited to, Life Coaching, Neurolinguistic Programming, Wellness Coaching, Performance Coaching, Breathwork, Meditation, Art Therapy, and Talk Therapy, Somatic Therapy. The relevant terms & conditions for specific the specific modalities and services apply.

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN:

Name & Surname of coach: _____

Coaches Company Name: _____

Operating as a Certified Life Coach, hereby referred to as the coach.

AND:

Name & Surname of client: _____

ID Number: : _____

Company name of client : _____

Hereby referred to as the client.

Whereby Coach agrees to provide Coaching Services for Client focusing on the following objectives and/or presenting problems (topics/results/outcomes/goals) : _____

While the focus of our work together may initially be set out with specific objectives and/or presenting problems in mind, there may be other areas of your life, which inform your holistic well-being. We may, therefore, need to discuss these and other realms to help you move through limiting beliefs, subconscious blocks, and other negating factors.

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.

My coaching technique incorporate several modalities such as Life Coaching, Neurolinguistic Programming, Wellness Coaching, Performance Coaching, Breathwork, Meditation, Art Therapy, Talk Therapy and Somatic Therapy. This utilization and incorporation of various modalities serves to achieve a holistic approach that it emphasises your creating connection to and between your logical mind, emotional centres, the physical body and your inner sense of self. It also emphasises the importance of not only analysing circumstances, emotional states and environmental factors but rather having experiences, taking action, and incorporating all senses and kinesics as the central vehicle towards clearer perspectives, deeper realizations, uncovering roots of unwanted behaviours and response which inevitably leads to a deeper sense of freedom, ambition and vision.

All modalities and activities are in service of you having a deeper understanding of your own internal process. If at any point you feel uncomfortable or wish to stop a particular activity or modality you have the right to stop or change at any time, for any reason, without question.

1.) COACH-CLIENT RELATIONSHIP

The relationship between you and me is a professional relationship which means that all interactions will stay within the boundaries of the method/modalities and the pre-defined boundaries of pre-scheduled session times.

- a) Coach agrees to maintain the ethics and standards of behaviour established by the International School of Life Coaching Institute (ISOL) (schooloflife.co.za/ethics). It is recommended that the Client review the ISOL Code of Ethics and the applicable standards of behavior.
- b) Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her 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. The Client understands that coaching is not therapy and 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 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 or her 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 counseling, 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 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 to create the time and energy to participate fully in the program.

2.) SCHEDULING, AVAILABILITY AND COST OF TIME

The parties will agree to engage in a predetermined number of sessions per week/month through agreed upon method(s), e.g., in person, online, telephone) meetings. The Coach may also be available to Client by Whatsapp messages, voice notes, telephone calls or online meetings in between scheduled meetings as defined by the applicable value added services. The Coach may also be available for additional time, per Client's request on a prorated basis rate of as detailed in (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours).

2.1.) Fee Structures

Fees are payable in advance per session, month or package dependant on which pricing option has been opted for. Further Value Added Service are available and charged at specific rates as detailed in Addendum A attached.

Each session is 60 minutes long, and there are various fee (schedule) options available:

- a) Single session
- b) Monthly subscriptions
- c) Coaching Bundles and Bulk Packages

Fees will be adjusted periodically. You will be informed in advance of any fee increases. If, for any reason, you are unable to continue paying for services, please let me know in advance, and I will help you consider sliding-scale fee options.

Longer sessions, intensives, workshops or weekend immersions, as agreed upon by mutual consent, may be arranged on a pro-rated basis. Each Fee Schedule above has it's own specific terms and conditions set out in Addendum B attached.

2.2.) Payment Policies

Payment is due at booking. I accept cash, EFT, POS card transactions, Online Payments via the payment gateways available on my website or Paypal (for outside of South Africa clients) - no cheques. Any invalid credit card charges will incur additional bank and/or processing fees.

I am not part of any in-network medical aid or insurance panels, and you should not expect any of the services to be covered or reimbursed by medical aid/ insurance or through a flexible spending account. You assume full responsibility for and agree to pay all costs, charges, and expenses for services rendered under this Agreement.

2.3.) In Person Session Scheduling

The time of the coaching meetings and/or location will be determined by the Coach and Client based on a mutually agreed upon time. In-person meeting must be scheduled a minimum of 24hrs in advance and will take place at my practice located at The Living Studio, 157 Woburn Ave, Benoni South, Benoni, 1501.

If the venue of the coaching session needs to be changed, due to circumstances, the Client will be notified a minimum of 3 hours prior to the scheduled appointment time.

2.4.) Online & Telephonic Session Scheduling

The Client will initiate all scheduled calls and will call the Coach via the agreed upon method of communication:

- a) Telephonic calls: +27 81 641 7007
- b) Zoom Calls: <https://tinyurl.com/HolEmbZoom>
- c) GoogleMeet: <https://tinyurl.com/HolEmbGMeet>

If the Coach will be available on any other communication medium for a scheduled call, the Client will be notified prior to the scheduled appointment time.

2.5.) Out-of-Session Availability & Communications

Telephone and email contact in-between sessions for scheduling purposes is welcome.

If you want to call, text or email about a coaching issue, I will attempt to keep those contacts brief due to the belief that important issues are better addressed within regularly scheduled sessions unless you have agreed on email, phone or video/zoom sessions. I may need to communicate with you by telephone, email or other means. Please be sure to indicate your preferences and let me know if you have any restrictions.

In the event of a medical emergency or an emergency involving a threat to your safety or the safety of others, please call 082 911 or your local emergency support service to request emergency assistance.

3.) CANCELLATION, RESCHEDULING & LATE APPOINTMENTS

Client agrees that it is the Client's responsibility to notify the Coach at least 3 hours in advance of the intended scheduled calls/meetings. Coach reserves the right to bill Client for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting.

You can reschedule or cancel your session up to 48 hours prior without penalty. Cancellations within 48 hours of the session will incur a 40% charge of the session cost. In order to reschedule an appointment, please notify me at least 48 hours in advance of your appointment to reschedule.

You understand that sessions that begin late due to delays on your part cannot be extended or rescheduled. Sessions will be cancelled if you are more than 15 minutes late to the scheduled session.

As a courtesy, I will attempt to provide 24 hours notice to clients if I need to cancel a session. If I need to cancel, I will offer to reschedule with you.

4.) HEALTH AND CONSENT TO TREATMENT

By signing below, you voluntarily consent to coaching, treatment or evaluation performed by me. This consent for treatment is valid for all services that are provided from the date that you sign this Agreement until services are terminated. You understand that you can revoke this consent for treatment at any time in writing (an email can serve this purpose) to me.

You represent that you are physically and mentally sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent you from receiving the services or that would risk your health or well-being while receiving the services. You agree to notify me of any changes in mental or physical health or life circumstances that may affect your treatment.

5.) TREATMENT REFUSAL/TERMINATION

Either the Client or the Coach may terminate this Agreement at any time with 2 weeks written notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.:

- a) You acknowledge that at any time you can suspend or refuse to implement any and all my recommendations or instructions. You agree to take responsibility for and keep all of your own physical and emotional boundaries within sessions and immediately inform me if anything is happening in the session that makes you feel uncomfortable.
- b) The ongoing commitment to the relationship between you and me will always be treated with utmost importance and I will make every effort to maintain a mutually healthy working relationship and ask you to do the same. That being said, either you or I am free to terminate this agreement at any time for any reason. If you would like to continue coaching or start some form of therapy, I will make every effort to assist with transitioning to a different service Coach if a client is discharged from services. No services shall be started or ended without written notification.

6.) Professionalism, Qualifications & Accreditation

I am an International Accredited Life Coach, NLP Practitioner and Breathwork Instructor – not a psychotherapist. Further to my existing qualification I am committed to continuing to develop my professional skills and qualifications by ongoing studying and professional development to better my services to you and all my clients.

A full list of my professional qualifications, accreditations, certifications and current academic endeavours can be presented upon request.

7.) Coaching Vs. Psychotherapy

It is important to note that this is a coaching environment, and not a replacement or substitution for psychiatric or psychological evaluation, therapy and treatment that you might receive from a professional psychotherapist. Upon your request and consent, I am happy to collaborate with your psychotherapist to integrate your healing and work towards shared outcomes.

You understand that the coaching is NOT entering into an agreement to provide personal therapy services to you, and neither is the coaching a replacement for therapy. If you feel a need arises for personal therapy, you agree to arrange for your own personal therapy as the need arises or, as may be suggested by me, at your own cost. If you have a trauma history, you agree that you have done the necessary trauma therapy and do not hold me liable for traumatic triggers that may show up in the training.

8.) 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 ISOL Code of Ethics. However, 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.

Confidential Information does not include information that:

- a) was in the Coach's possession prior to its being furnished by the Client;
- b) is generally known to the public or in the Client's industry;
- c) is obtained by the Coach from a third party without breach of any obligation to the Client;
- d) is independently developed by the Coach without use of or reference to the Client's confidential information; or
- e) the Coach is required by statute, lawfully issued subpoena, or by a court order to disclose;
- f) 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 Client or others; and
- g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

9.) RELEASE OF INFORMATION

(Optional Agreement by Client)

When the Coach engages in training and continuing academic development and education in pursuing and/or maintaining ISOL (International School of Life) and/or the International Coach Federation (ICF) Credentials. That process requires the names and contact information of all Clients for possible verification by ISOL and/or ICF. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with ISOL and/or ICF staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared.

Client Agrees: _____

Client Refuses: _____

According to the ethics of our profession, 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.

10.) RECORD RETENTION POLICY

The Coach commits to retaining records containing personal information only as long as necessary to fulfill the specific purposes outlined in this Agreement or as required by applicable law. All personal information will be collected, used, and retained minimally as necessary for coaching services and will not be used for any other purposes without explicit consent.

10.1) Security Measures:

Appropriate technical and organizational security measures are implemented to protect personal information against loss, alteration, unauthorized access, or other forms of unlawful processing. These measures are regularly reviewed and updated to ensure the ongoing security of your information.

10.2) Access and Correction:

Clients have the right to access personal bibliographical and identifying information held about them by the Coach and may request corrections and updates to the bibliographical information to ensure that such information is accurate and current. Requests for access or correction should be made in writing and will be responded to within a reasonable timeframe.

Requests for sessions notes the Coach has made during the session remains the proprietary and intellectual property of the coach and will be shared with the Client at the Coach's discretion in the form of Feedback & Reflection Reports which may be communicated in writing or verbally,

10.3) Data Retention:

Personal information will be retained in secure formats (print or digital/electronic) for a period not less than two years, after which it will be securely destroyed or de-identified to prevent misuse, loss, unauthorized access, or disclosure. The destruction of personal information will be conducted in a manner that protects the privacy of the Client at all times.

The Coach will ensure that any third parties engaged to provide services related to the management of this data also adhere to these privacy standards. The Client is encouraged to raise any data protection concerns with the Coach promptly, ensuring clarity and mutual understanding of data handling.

11.) 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.

You understand and acknowledge that, regardless of the care taken by the Coach, I cannot guarantee your safety, health or well-being, or any specific results. You expressly assume and accept sole responsibility for your health and safety and for any and all injuries that may occur. You understand that you must inform the Coach of any medical conditions, medications or other factors that may affect your ability to receive the services safely.

You agree that to the fullest extent permitted by law, Coach shall not be liable to you for any injury, harm, loss or damage that you may suffer as a result of your receiving the services or of any activity contemplated by this Agreement.

You hereby agree to waive any claim against the Coach for any injury, harm, loss or damage that you may suffer as a result of your receiving the services or of any activity contemplated by this Agreement.

13.) 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 a writing signed by both the Coach and the Client.

14.) DISPUTE RESOLUTION

A dispute between the Parties relating to non-payment or performance or any other matter arising out of this Agreement or its legality or its enforceability or the interpretation thereof, shall be referred to the ADR ACCESS platform ("Platform") for arbitration, by either of the Parties, by way of electronic notice to the other Party, in accordance with the Accelerated Rules for Commercial Arbitrations as set out on the Platform.

The Parties confirm that they have read and understood the Privacy Policy of ADR platform and that they consent to the use, retention, dissemination, and processing of their personal information in accordance with said terms and conditions. www.adraccess.co.za

15.) 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.

16.) 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.

17.) APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the laws of South Africa, without giving effect to any conflict of laws provisions.

18.) BINDING EFFECT

You acknowledge that you have carefully read this Agreement and understand that it includes a complete and absolute release of liability. You agree that you have knowingly agreed to receive the services and that you have been given an opportunity to ask questions regarding the Agreement and the services.

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

IN WITNESS WHEREOF, the parties have executed this Agreement, and this Agreement will be effective, as of the last date set forth below.

ON BEHALF OF THE CLIENT:

NAME & SURNAME: _____

DATE: _____

SIGNED AT: _____

SIGNATURE: _____

ON BEHALF OF THE COACH:

NAME & SURNAME: _____

DATE: _____

SIGNED AT: _____

SIGNATURE: _____