



# Coaching Agreement

## 1. Introduction

It is very important that you read this document carefully before you sign it.

By signing this Coaching Agreement, you are entering into a legally binding contract, so please consider carefully whether this Agreement is right for you and contact me before you sign if you have any concerns.

If anything in this Coaching Agreement is unclear, please seek independent advice to ensure you fully understand your rights and obligations. I encourage you to negotiate any clause of this Agreement which feels unfair to you.

It is my aim, in 1:1 and group coaching and workshops, that you walk away feeling confident to get started on the next thing for your business or projects and that you have information and strategies to implement.

Whether you are in start-up or an early phase of your business, or your business is established, I work with you to create seamless systems and a great experience for your clients as well.

I am a Business & Operations Coach, Mentor and Consultant working with people who run busy online businesses. I work with you to refine your systems, processes, methods and to help you move toward your next-level - often the creation and introduction of passive and leveraged income products - so your businesses run seamlessly. I help you create foundations for stability and consistency which gives you the time and flexibility to do whatever it is that you do - your zone of genius

I have almost 15 years of Business Management experience, including Management Consulting, HR and Retail and since starting my own business, I've worked with 50+ businesses to plan and improve their operations and productivity.

I usually work with business owners who want to get more productive, have certain functions in their business automated and/or outsourced, escape overwhelm, feel more organised and have some support in the operations of their business. Most people take the decision to start their own business in order to have more time, freedom and flexibility to do what they love most. It's my aim to help businesses stay aligned to their goals and purpose, find easier ways of doing things and create a plan that is achievable, flexible and meaningful.

I'm like an office manager, a business coach, a project coordinator and a cheerleader all rolled into one. I work with my clients to define their business Big Goals, Current State and major challenges. We create a baseline for BAU tasks and plan out projects to make them realizable

and achievable. Task-wise, I help with Content planning & dissemination (blogs, videos, podcasting), Social Media marketing and profiling, Customer Journey & Manual CRM, Email marketing and some design work. I have a small and growing team of VAs who support me to execute the admin and marketing under my management on behalf of you, the business owner.

One thing I see with many business owners is overwhelm, confusion, frustration and in the end, complete in-action. The people I work with have BIG THINGS to offer the world and a passionate drive to educate, support and improve the lives of others. They know that process, content and visibility are excellent ways to reach people and get their message out there, but getting it happening in a consistent and meaningful way feels impossible.

I want to help you create streamlined, automated systems so your business works as hard for you as you do for your clients - so you can have the lifestyle you want. Planning and Organisation are my middle names.

However, I recognise that from time to time there may be reason for some dissatisfaction. I welcome constructive feedback as an opportunity to review and improve my practices. Please feel free to contact me at [hello@clairebarton.com.au](mailto:hello@clairebarton.com.au) to discuss any issues that arise.

I generally do not work with clients who need a 'done-for-you' service, although there may be elements of that throughout my offerings. I also do not offer bespoke IT systems, financial or investment advice.

## (a) The Parties

This Coaching Agreement is between:

"Claire Barton"

ABN: 70906385436

Address: PO Box 52, Bellbowrie QLD 4070, Australia

And

You, the "Client"

Client Details are set out in Schedule 1

## (b) Contact

(i) Claire Barton

(ii) Email: [hello@clairebarton.com.au](mailto:hello@clairebarton.com.au)

(iii) Phone: +61 432 293 313

(iv) I may not reply to emails, calls or messages immediately, but will do so as soon as possible. My normal hours are between 9:30am-4:00pm Wednesday-Friday, but may vary. I generally do not work evenings or weekends, but you may contact me anytime.

## 2. Definitions and Interpretation

### (a) Definitions

The following words have these meanings in this Coaching Agreement:

**GST** means goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Act or otherwise on a supply;

**GST Act** means a New Tax System (Goods and Trading Tax) Act 1999 or any amending or replacement legislation;

**Intellectual Property Rights** means all statutory and other proprietary rights and interests including copyrights and all rights in the nature of copyright, patents, pending patents, trademarks, service marks, trade names, domain names, designs, methods, database rights and all other intellectual property rights;

**Batching** - where we focus on one task/area at a time to get more done;

**Sessions** - what I name each appointment;

**Online group** – The Recovering Perfectionists Facebook group

## 3. Payment

### (a) Payment Terms

- (i) \$199/hour or as per agreement (via email) ([Packages Menu](#)).
- (ii) Payment Plans are available on a weekly, fortnightly or monthly basis and are variable for each client.
- (iii) Payment Methods accepted:
  - a. Direct bank transfer (Bank Details are provided on the invoice or by request)
  - b. Paypal (or paypal.me/clairebartonbiz)
  - c. Credit Card (via Stripe)
  - d. Payments are made from an invoice sent from my bookkeeping software (Wave Apps), on my online store or Thinkific (using credit card via Stripe) or Paypal (via meetup.com), or upon booking online via Acuity Scheduling tool (using Paypal or Stripe).
- (iv) All invoices and payments are made in AUD\$.
- (v) I am not registered for GST and do not charge GST for any services or products.
- (vi) Payment is due in full before the first session, unless otherwise specified. Partial payment or deposit is to be paid before first session for all payment plans.
- (vii) Invoices from Wave are to be paid within 7 days (unless the first session is less than 7 days from the date of the invoice) and/or by the due date stated on the invoice.

- (viii) If you are booking via my online scheduler, you will be required to pay at the time of booking to confirm your session.
- (ix) If you have entered into a Payment Plan but fail to make a payment on time, I have the discretion to postpone or terminate any future sessions. Please give as much notice as you can and reschedule via the acuity link wherever possible. I understand things pop up at the last minute and try to accommodate as much as possible.
- (x) You will be issued with an invoice directly, on payment or on confirmation of payment received.

## (b) Debt Recovery

- (i) You agree to pay all costs, including debt collection agency fees and solicitor's costs, that I may incur in taking steps to recover any money that you owe to me, whether or not legal proceedings are issued for recovery of the monies.
- (ii) Interest of 10% may be charged for payments that are more than 14 days overdue

## 4. The Coaching

### (a) Coaching Content and Structure

- (i) Coaching sessions and content will vary greatly depending on your business, needs, goals, desired outcomes, priorities, budget and other factors. Typical areas and tasks we may perform include, but are not limited to:
  - a. Systems and areas for improvement
  - b. Time Management
  - c. Planning, productivity and prioritisation
  - d. Brainstorming and brain-dumping all the things that are troubling you
  - e. Ideas and strategies to move towards their goals
  - f. Recommended apps and tools for organisation and productivity
  - g. Plans and strategies for business improvement
  - h. Priorities and training for various stages of business and project
  - i. Advice and training on outsourcing and streamlining
- (ii) I specialise in
  - a. Productivity
  - b. Workflow and SOP creation
  - c. Outsourcing and delegation
  - d. Content planning and management
- (iii) Please note that as part of my coaching, I do not consult, advise or discuss
  - a. Financial planning and advice
  - b. Social Media paid advertising
  - c. Use of some specific or bespoke app and systems

d. Legal requirements

- (iv) We set goals together in the initial session and discuss these and new goals and directions at each session. As everyone starts at different stages and has different skills, strengths, support, systems and goals, we may develop a schedule or revise on an ad-hoc basis throughout the duration of our sessions.
- (v) You will have plans and opportunities to work on certain areas and tasks between sessions which will help to move you toward your goals.
- (vi) The focus of all of my coaching is to 'Plan + Do'. All of my sessions, workshops, 1:1 coaching and events have an element of learning, planning and training as well as doing. It's very important to me that people feel they are gaining new skills and heightened level of understanding and that these are easy to implement in their business. I focus on making everything in business easier and more efficient.

**(b) Coaching Sessions**

- (i) 1:1 sessions are generally held online via Skype or Zoom but in-person sessions may be available.
- (ii) Group sessions are held online via Skype or Zoom or in person at workshops, meetups and private events
- (iii) The structure of the coaching sessions will vary from client to client, and will be set out in a flexible schedule for each individual needs.

**(c) Audio-Visual Recordings**

- (i) You can record via Zoom or your own recording device once you have obtained verbal or written consent from me first.
- (ii) Screen shots, clips and other material may be recorded and published with your permission. Confidential information will never be shared.
- (iii) If I record a session, you will have access to it for 30 days from date of recording which I will send in email or direct message.
- (iv) Recording of group sessions is compulsory, so that if someone in a group session is unable to attend live they can access the recording.
- (v) Snippets or excerpts or the recording in its entirety may be used for promotional reasons on platforms, social media and my website. I may also use recordings for professional development, shared with my own mentors, supervisors, and legal advisers.
- (vi) If sharing with others I will remove or alter any identifying personal details to preserve your identity if required. I am very conscious of your IP, and will take all reasonable efforts to maintain confidentiality and discretion, except in group sessions, where you acknowledge and agree that other members of the group who were not in attendance have a right to watch the full recording.

**(d) Session Protocol**

- (i) I will generally provide a link for zoom and we will both dial in at the agreed time. If using Skype or phone call, either of us may initiate the call at the time of the appointment.
- (ii) If you are late to a session, you may forfeit that time. For example, if you are 15 minutes late for a 60 minute session, the session may be shortened to 45 minutes, but the full scheduled time (60 minutes) will be deducted from any sessions pre-paid or to be billed.

**5. Missed Sessions, Cancellation and Withdrawal**

**(a) Missed Sessions**

- (i) You may cancel and rescheduled with more than 24 hours' notice without financial penalty. Requests to reschedule and cancellations made less than 24 hours before the scheduled session may forfeit up to 100% of payment at my sole discretion.
- (ii) At least 24 hours, and preferably as much notice as is practicable, is required if you are unable to attend a scheduled session. I understand that things come up at the last minute and want to be supportive of this (being the mother of young children, I know this is often out of our control). However, I generally complete a substantial amount of preparation work prior to our sessions, so please honour my commitment to you by giving me as much notice as possible if you can't make it.
- (iii) If you fail to show up for a session without any notice, your entire session will be forfeited and no refund or reschedule will be offered.
- (iv) In rare circumstances and at my sole discretion, I may offer make-up sessions for a missed session.

**(b) Withdrawal from Coaching**

- (i) If, for any reason, you decide you no longer want to receive coaching from me, please discuss this with me as soon as possible. This may be done in person, by telephone or skype (preferable) or via email.
- (ii) All used hours will be non-refundable and deducted from the total amount paid as per the current hourly rate.
- (iii) All templates, workflows and any other IP belonging to me that I have provided to you will be deducted from the total amount paid. Each document, workflow and other IP elements range from \$50-\$200 each. These are non-refundable. I generally do not advise on the cost of individual elements as they are provided to you as part of the coaching package. However, a running total of the value you have received can be provided on request.
- (iv) There will be a \$200 Cancellation Administration fee applicable on all packages, to cover admin, time, promo and lost opportunity
- (v) The total refundable amount will be calculated as follows:

Total paid minus (time already used (including no show and late cancellation sessions) x hourly rate), minus total for templates, workflows and other IP, minus \$200 cancellation fee.

- (vi) Refunds may be made via Paypal or direct bank transfer. Alternatively, the balance may be used toward another service or product, at my discretion in consultation with you.

### **(c) Cancellation by Claire Barton**

- (i) If I have to cancel a session due to unforeseen or unexpected circumstances / illness / technology failure / venue issues / urgent family matters or anything else outside of my control, I will give as much notice as possible and we can coordinate the best way to reschedule. Sometimes, we can manually work out a better time, sometimes you will be able to reschedule using a booking link and sometimes, I will suggest better times for booking.
- (ii) If you have travelled to attend a scheduled face-to-face session that has been cancelled, I am not responsible for covering any travel or accommodation costs.

### **(d) Termination by Claire Barton**

- (i) If I decide to cancel or withdraw from the package or coaching contract for any reason, I will notify you as soon as possible and refund you according to the refund policy above.

## **6. Claire Barton Responsibilities**

### **(a) Obligations**

- (i) You have full responsibility for taking notes, capturing 'homework' or agreed actions and recording details for future use.
- (ii) Sometimes, I will also provide you with workbooks, templates, workflows, lists, notes, video and audio recording. Anything sent to you in email, direct message or any other way remains my Intellectual Property and may not be shared under any circumstance.
- (iii) I will provide coaching in a diligent way, uphold your and my integrity and work with you to find solutions that are aligned to you, your business and your goals.
- (iv) I am responsible for communicating openly, honestly and giving you feedback, suggestions and advice based on my knowledge and opinion. I will also try to offer resources, tools and connections to other people that I think would benefit you in your current or future circumstances.

### **(b) Occupational Health and Safety**

- (i) Workshops and retreats are often held at hired venues and you agree to follow all appropriate OH&S procedures

- (ii) I am committed to providing a safe, supportive and equal environment for myself, my team and my clients.

### **(c) Insurance**

- (i) I maintain Professional Indemnity and Public Liability business insurance at all times.

## **7. Client Responsibilities**

### **(a) Obligations**

- (i) What I require from my clients:
  - a. An attitude of open-mindedness, honesty, trust, open communication and perseverance
  - b. Commitment to complete any initial and/or ongoing sessions as agreed
  - c. Commitment to complete tasks as agreed in sessions

### **(b) Indemnity**

- (i) It is my intention to teach you strategies, tools and systems that work for you and your business
- (ii) You take full responsibility for your actions and hold me blameless for anything that might go wrong while you are using the tools and methods I have taught you. I do not accept any responsibility for the technical tools, apps and programs I may suggest and teach in our sessions and I don't take any responsibility for your security, confidentiality or legal compliance.
- (iii) You are responsible for implementation, ongoing improvement and quality assurance of any internal or external tangible or intangible parts of your business.

### **(c) Resources**

- (i) For our sessions, you will usually require a computer or laptop of some sort
- (ii) We often complete our sessions via Skype or Zoom so these programs should be available on computer/laptop/tablet/smart phone
- (iii) You will need computer and internet access for most sessions
- (iv) You will need an efficient way to take notes and notate homework and agreed actions
- (v) You are solely responsible for making travel and accommodation arrangements for face to face sessions, workshops and retreats, unless otherwise notified in writing in advance.

### **(d) Correspondence**

- (i) Preferred methods of correspondence are
  - a. Email



- b. Phone
- c. Zoom or Skype
- d. FB Messenger

## 8. Relationship of the Parties

- (i) You engage me, Claire Barton, to provide Coaching, Workshops or Retreats as an Independent Consultant.
- (ii) Nothing contained in this Agreement will constitute or deem me or any of my employees or agents to be your partner, employee or agent, or vice versa.

## 9. Disclaimer

### (a) Important Information

- (i) Coaching is intended to teach you how to plan, organise, automate, outsource and move forward. It is not a substitute for financial, legal or personal advice or counselling and cannot be used for any other purpose.
- (ii) I endeavour to fulfil my responsibilities by giving you open and honest feedback and information, by being completely transparent in my skills, ability, confidence and competence and to let you know if I am feeling 'out of my depth'. I will try to find resources and other experts to refer you to if needed and will listen to your concerns, fears and feedback.
- (iii) My qualifications and experience includes
  - a. Business Operations Management experience since 2002
  - b. Sole trader businesses since 2011
  - c. Diplomas in Business, Management and Human Resource Management, and natural / alternative therapies
- (iv) Some precautions and considerations you may need to take to ensure your own suitability and safety are:
  - a. Ask for help and expert advice for personal matters if needed
  - b. Take care when arriving at and leaving from venues
  - c. Be careful of your step (watch for cords and obstructions)
  - d. Be aware of allergies (food, pets etc.)
  - e. Give honest information
- (v) You are responsible for your own wellbeing and safety at all times. Please inform me if you feel, at any time, unable to participate fully, or if you feel that you may be at risk.
- (vi) Coaching is not therapy or substitute for therapy
- (vii) At times before and throughout our sessions, I may advise you to consult a financial professional or other expert before making certain decisions. You are solely responsible

for following through with this advice, for the selection of an appropriate professional, and for implementing any suggestions that they may make.

### **(b) Source of Claims**

- (i) In my advertising and promotional material, I claim that I will help you to "Create Consistent Content". I will show you the systems and tools to do this but it's up to you to follow through, prioritise and make time to do it. The basis of this claim is my experience with most people, that having systems and strategies in place leads to a greater impression of productivity.

### **(c) Guarantees and Warranties**

- (i) Results are dependent on each individual client's commitment, focus, follow-through, implementation, skills, and communication.
- (ii) Completing agreed tasks between sessions, communicating with me and other people and committing dedicated time to implement strategies will have a direct effect on your results.

### **(d) Limitations**

- (i) I am not a lawyer, organisational psychologist, financial planner, or counsellor and I have no formal 'coaching' qualifications outside of Business, Management and HR tertiary study and extensive OTJ training and experience.
- (ii) I recommend you seek professional advice and / or notify me as soon as practicable if you have any concerns or difficulties with changes, tools and plans we discuss.

## **10. Intellectual Property**

### **(a) Claire Barton's Confidential Information**

- (i) Often, I will provide you with access to information relation to my business, my business systems/operations, case studies, my IP and back-of-house operations that are not publicly available.
- (ii) You must not discuss or disclose this confidential information to anyone.
- (iii) This agreement must be treated as confidential and must not be replicated or reused in whole or part by you for any reason.

### **(b) Your Confidential Information**

- (i) Before and throughout the course of our coaching sessions, you may share with me personal and confidential information about you and your business.
- (ii) This may include, but is not limited to
  - a. Birthdates

- b. Financial details
  - c. Health details
  - d. Business goals and current state
  - e. Access or view of apps and tools (such as planning tools, note-taking, website)
  - f. Databases for clients (CRM)
  - g. Email Management tools
- (iii) This information will be used by me solely for providing personalised coaching services to you, and maintaining my client database.
  - (iv) This information is securely stored in a computer with a password and in programs such as Evernote (client notes and session plans), Dropbox or other secure virtual storage programs and apps.
  - (v) I don't store information unnecessarily. If you need to share a password protected tools or app with me, this should be done via LastPass and access revoked by you as soon as I no longer need access, once we've finished with that work.
  - (vi) One of my highest values is integrity and as such, I will maintain all confidential information about you and your business in strictest confidence.

### **(c) Age of Clients**

- (i) All clients must be 18 years or over, or have parental consent and support.

### **(d) Staff Confidentiality**

- (i) From time to time, I may have a VA (sub-contracted Virtual Assistant) carrying out tasks for me related to our coaching.
- (ii) I do have a team of VAs who may have limited access to some of your information. However, access to my clients' details is purely on a need-to-know basis and all VAs who work with me are bound by a confidentiality agreement.
- (iii) VAs may implement some work for you from time to time, but only with your knowledge and permission.

### **(e) Copyright**

- (i) I will often provide you with manuals, templates, workbooks, and workflows to assist in your business or personal life.
- (ii) I retain copyright of all of these documents at all times and they are not to be copied, distributed or shared with anyone, under any circumstances.

## 11. Dispute Resolution

### (a) Negotiation

- (i) If either of us have any concerns arising out of this Agreement or your participation in the Coaching, we agree that we shall communicate with the intention of making a genuine effort to seek a win/win solution and resolve any dispute by negotiation and discussion.
- (ii) All information exchanged during this meeting, or any subsequent dispute resolution process, shall be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by us and our representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

### (b) Alternative Dispute Resolution

- (i) If we are unable to resolve a dispute by negotiation and discussion within 14 days, we agree to proceed to mediation with the assistance of an independent accredited mediator.
- (ii) The mediator is to be appointed by agreement between us or, failing agreement within twenty-one (21) days of the first notification of the dispute, by a person appointed by the Chair of Resolution Institute, (ACN 008 651 232, Level 2, 13-15 Bridge Street, Sydney NSW 2000; telephone: 02 9251 3366, email: infoaus@resolution.institute) or the Chair's designated representative.
- (iii) The Resolution Institute Mediation Rules shall apply to the mediation.
- (iv) We agree to share the costs of mediation equally between us.

### (c) Litigation

It is a condition precedent to the right of either of us to commence litigation other than for interlocutory relief that we have first offered to submit the dispute to mediation. Litigation is to be considered a last resort and may not be commenced until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted

### (d) Mutual Non-Disparagement

We each agree that we shall not publicly or privately disparage each other or each other's agents, servants or employees, but rather shall act in good faith to refrain from any conduct or communication which might reasonably be expected to interfere with each other's business and/or personal interests.

## 12. Limitation of Liability

- (i) In no event shall I be liable to you for costs, loss, injury or damage to you, your business or your belongings that is not directly attributable to my negligence or that of my employed staff.
- (ii) You agree that your participation in the Coaching, including all activities, accommodation and travel associated with the Coaching, is entirely voluntary. You expressly agree to accept all risk of injury and/or damage that may arise from your participation.
- (iii) You expressly agree that if this clause is unenforceable for any reason, my total cumulative liability for all causes of action of any kind shall not exceed the amount that you have paid to me under clause 3(a)(i).

## 13. General Provisions

### (a) Jurisdiction

The validity, interpretation and performance of this Coaching Agreement will be governed by the law of QLD, Australia.

### (b) Whole Agreement

This Coaching Agreement comprises the whole agreement between the parties concerning the Coaching and replaces any prior agreement, arrangement or understanding regarding the Coaching.

### (c) Variation

Any variation to this Coaching Agreement must be in writing and signed by the Client and Claire Barton or an authorised representative of Claire Barton.

### (d) Survival of clauses

Clauses 3, 9, 10, 11 and 12 are essential terms of this Coaching Agreement and survive the termination of the Agreement for any reason.

Intellectual Property, dispute resolution and limitation of liability all continue after this contract has ended and will continue indefinitely.

### (e) Severability

If any part of this Coaching Agreement is held to be void, illegal or unenforceable, it can be removed without affecting the validity, legality or enforceability of any other part of this Coaching Agreement.

**(f) Counterparts**

This Coaching Agreement may be signed in any number of copies. All signed identical copies, taken together, constitute one Agreement. A party may execute this agreement by signing any identical copy.

**14. Signing this contract**

**(a) Signatures**

- (i) This contract will be emailed to you or posted in the mail by request.
- (ii) You may sign this contract by:
  - a. electronic signature service
  - b. print, scan and email, or
  - c. reply email with an explicit statement of your acceptance of the terms of this Coaching Agreement, and the details required in Schedule 1.
- (iii) The completed contract must be returned to me prior to commencing coaching.

## Schedule 1: Client Details

Full Name:

Mailing Address:

City:

State:

Postcode:

Email:

Mobile:

Business name:

Occupation:

Sex: F M

DOB:

Website:

Facebook Page:

Date of first session:

Package / product / service:

## Schedule 2:

Link [here](#) to packages

Insert agreed payment plan here for each client



# Execution Page

SIGNED AS AN AGREEMENT

<b>SIGNED BY or ON BEHALF OF</b>	}
<b>Claire Barton:</b>	}
	.....
	Signature
	<b>Claire Barton</b>
	.....
	Name
	Date:

<b>SIGNED BY CLIENT:</b>	}
	}
	.....
	Signature
	.....
	Name
	Date: