



# TERMS AND CONDITIONS

## 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 maximise personal and professional potential. It is designed to facilitate the creation and 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 Association for Coaching “(AC)” global codes of ethics. It is recommended that the Client review the AC Code of Ethics and the applicable standards of behaviour. Association for Coaching Code of Ethics.

### B

The 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 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 inactions or any direct or indirect result of any services provided by the Coach. The client understands coaching is not therapy, does not substitute for treatment if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

### C

The client further acknowledges that they may terminate or discontinue the coaching relationship at any time with at least 24 hours’ notice.





## **D**

The client acknowledges that coaching is a comprehensive process that may involve different areas of their life, including work, finances, health, relationships, education, and recreation. The Client agrees that deciding how to handle these issues, incorporating coaching principles into those areas and implementing choices is exclusively the Client's responsibility

## **E**

The Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the Australian Psychiatric Association and that coaching is not to be used as a tool 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. Suppose the Client is currently under the care of a mental health professional. In that case, 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 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 program.

## **G**

As part of the agreement, the Client is responsible for completing all homework and activities before the next scheduled session. This is necessary to ensure progress towards the agreed-upon focus. Please do so to ensure timely progress or termination of future sessions with no refund or compensation.



## 2. Refund Policy

Your purchase of coaching packages or sessions indicates your commitment to partake in being Coached and follow through to its conclusion. However, we also understand that unexpected events can happen. In addition to the general guidelines outlined below, refunds and cancellations will be considered individually at the discretion of Shanelly Barning. We ask the Client to be committed and faithful.

In general, these guidelines apply for coaching refunds and cancellations:

- The Client may cancel a session within 24 hours of purchasing and request a refund. The refund will be issued minus a \$80.00 transaction fee. To cancel, please send your request to [hello@shanellybarning.com](mailto:hello@shanellybarning.com).
- Once Shanelly Barning approves the sessions with the Client, they are considered set appointments. However, the Client may request to reschedule a session if they give at least 24 hours advance notice.
- Any missed or cancelled sessions with less than 24 hours advance notice will be forfeited.
- If unexpected circumstances prevent the Client from completing all of their scheduled sessions, then the Client may request a refund for the amount for the remaining sessions. The refund will be issued minus a \$80.00 transaction fee if approved.

All terms refer to the offer, acceptance, and consideration of payment necessary to undertake Coaching the Client most appropriately, whether by formal meetings of a fixed duration or any other means, for the express purpose of meeting the Client's needs in respect of the provision of the Company's stated services/products, by and subject to, prevailing law of Australia.



## 2. Refund Policy continued

We reserve the right to modify or terminate services and the Client-Coach relationship at any time for reasons such as, but not limited to, dangerous or criminal behaviours on the part of the Client, inappropriate or offensive behaviour from the Client, or irresponsible or disrespectful behaviour from the Client. Shanely Barning will inform the Client of the reason for termination on or modification on and notice that it is effective immediately on the day we contact the Client about modification on or termination. In such situations, at the discretion of Shanely Barning, a refund may or may not be issued for any remaining sessions or services that were paid for but have yet to be completed.

## 3. Procedure

The Coach and Client will determine the coaching meetings and/or location based on a mutually agreed upon. The Client will initiate all scheduled meetings with the Coach through the Online Booking Calendar link. If the Coach will be at any other number for a scheduled call, the Client will be notified before the appointment.

## 4. Late Arrival Policy

It is imperative for our valued clients to attend their coaching sessions as scheduled, as per the agreed time for each scheduled meeting. In the event of any unforeseen circumstances that may cause a delay or absence, I would appreciate receiving 24-hour advanced notice via email. I value punctuality and it is essential for our clients to do the same. The session will be forfeited if notice is not provided, and no refund or compensation will be offered. Nonetheless, Shanely is committed to providing excellent service and in the unlikely event that Shanely is delayed, Shanely will offer a complimentary session as a form of compensation. To ensure a smooth and hassle-free session, Shanely encourages her clients to inform Shanely via email at [hello@shanelybarning.com](mailto:hello@shanelybarning.com) if they are late so Shanely and the client can reschedule at a more convenient me.



## 5. Confidentiality

This coaching relationship, as well as all information (documented or verbal) that the Client shares with Shanely as part of this relationship, is bound by the principles of confidentiality outlined in the AC 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). Thus, communications are not subject to the protection of any legally recognised privilege. Shanely agrees not to disclose any information about the Client without the Client's written consent. Shanely will not disclose the Client's name as a reference without the Client's consent. Confidential Information does not include information that (a) was Shanely's possession before its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by Shanely from a third party, without breach of any obligation to the Client; (d) is independently developed by Shanely without the use of or reference to the Client's confidential information or (e) Shanely is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to Shanely and as a result of such disclosure Shanely 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 their continuing obligation to raise any confidentiality questions or concerns with Shanely in a timely manner.

## 6. Record Retention

The Client acknowledges that Shanely has disclosed her record based on the policy concerning documents, information, and data acquired or shared during the term of the Coach-Client relationship. Shanely will maintain such records in a format of the Coach's choice (print or digital/electronic) for not less than seven (7) years.

## 7. Termination

The Client or the Coach may terminate this Agreement within one (1) week's written notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of the termination of the coaching relationship.



## 8. 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, concerning the coaching services negotiated, agreed upon and rendered. The Coach shall not 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 paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the terminal; on a date.

## 9. Dispute Resolution

If a dispute arising out of this Agreement 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 is given. If the dispute is not resolved, and in the event of legal action, the prevailing party shall be enlisted to recover legal fees and court costs from the other party.

## 10. Serveability

If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. Suppose 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. In that case, such provision shall be deemed written, construed, and enforced as limited.

## 11. Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limit of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.



## 12. Applicable Law

This Agreement shall be governed and construed by the laws of Australia without giving effect to any conflicts of laws provisions.