

COACHING/ MENTORING TERMS AND CONDITIONS

We're Agencia Change, and we're excited to provide you with coaching and/or mentoring services to help you in your career and build or deepen your change management skills. These terms and conditions outline our agreement for the coaching and/or mentoring services ("Coaching Services"/"Services") that Agencia Change Pty Ltd t/as Agencia Change [ABN 20669308196] ("Agencia Change" "we"/ "us") will be providing.

Firstly, we require all payments to be made upfront to secure the Coaching Services. If any payments are made late, interest will accrue on the late invoice at the rate of 13% per annum calculated monthly. Any debt recovery fees will be billed to you. You also agree to pay any applicable currency conversion fees, or financial service provider fees where relevant.

1. Warranties you make for us

1.1. It's important that you provide us with all Information we need so that we can perform the Coaching Services. This could include, but is not limited to your goals, skill level, and career information. You promise that:

- 1.1.1. all information you provide is true, correct, current, and to the best of your knowledge;
- 1.1.2. you have adequate technology set up including internet access to enable us to conduct our coaching sessions;
- 1.1.3. you will not divulge any Confidential Information you come across during the Services to any third party (this includes the Materials);
- 1.1.4. you are committed to working on yourself, and you want change in your life.

2. Acknowledgements and agreements you make

2.1. It's also important to meet or call at the scheduled time, and participate fully during each coaching session with accountability, honesty, integrity and respect for the process. You are expected to:

- 2.1.1. provide transparent and accurate information during each coaching session;
- 2.1.2. commit to doing any actions that are determined in the coaching sessions;
- 2.1.3. be on time to all coaching sessions; any late attendance will not entitle you to an extended session, and we may cut short the session time.

2.2. You also acknowledge and agree that:

- 2.2.1. you are solely responsible for your own physical, mental and emotional wellbeing, and any decisions and actions you make during the Coaching Services or relying on the Coaching Services;
- 2.2.2. since coaching is so dependent on your actions and implementation, we cannot guarantee any results, including that you will be successful at any particular role; and
- 2.2.3. you will seek our consent before publishing any information about us on socials or otherwise.

3. What we agree to do

3.1. We agree to:

- 3.1.1. keep you informed of your progress;

3.1.2. keep all the documents you provide secure and return or archive pending periodic deletion of all documents at the termination of this Agreement;

3.1.3. at all times keep your Confidential Information confidential, and will also not divulge the fact that we are in a coaching relationship unless you do; in which case we will confirm as such; and

3.1.4. at all times comply with our Privacy Policy, details of which you can find on our website.

4. Please share the word

4.1. We'd be thrilled if you gave us photos, videos and testimonials about your experience. We may even use them for marketing and information purposes, or publications, exhibitions and professional awards.

5. Where you wish to reschedule

5.1. Please notify us if you wish to re-schedule a coaching session. Where we have at least 24 hours prior notice, we may be able to re-schedule. If cancelling is done with less than 24 hours prior notice, then you forfeit the session. Only one re-scheduling is permitted per month to a mutually convenient time. We cannot guarantee that if you miss a coaching session, we will be able to re-schedule. If you do not come for your re-scheduled session, it will be forfeited.

6. Where you wish to cancel or seek a refund

6.1. To the extent permitted by law, any refunds for any cancellations of the Coaching Services are at our absolute discretion. We do not provide refunds for your change of mind, where you fail to provide us with adequate information or clearly explain your needs, or where you fail to act on our advice.

7. Your rights under the Australian Consumer Law

7.1. Our services come with guarantees that cannot be excluded under Australian Consumer Law. For major failures with a service, you are entitled to cancel your service contract with us and to a refund of any unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time, and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

8. Payments in Instalments

8.1. Where we agree that you may make payments in instalments, you authorise us to deduct all accrued and outstanding fees from your credit card or debit card provided. You must ensure that sufficient funds are available in your nominated account to meet any withdrawals made by us on their scheduled due dates. Where payment is defaulted or not received, you authorise us to debit any outstanding funds from your nominated account, without the need for notifying you.

9. Reliance on Coaching

- 9.1. We are not financial advisors or lawyers. We strongly recommend that you obtain independent professional financial or legal advice before you make decisions or take steps that rely on any money related, financial or legal information we may provide. For example, do not use any financial information to make an investment.
- 9.2. We are also not medical doctors, psychiatrists, psychologists or other health professionals. We strongly recommend that you obtain independent professional health or medical advice before you make decisions or take steps that rely on any health or medical information we may provide. For example, do not use any information to make a diagnosis or for treatment. Coaching is not therapy and is not a substitute for therapy.

10. Intellectual Property

- 10.1. We own or have a license to use all Intellectual Property Rights in any Materials we may provide you throughout the performance of the Coaching Services. You must not use any Materials for any purpose other than your sole personal use, business or career development. Any Materials we provide you must not be reproduced or resold without our prior written permission which will be given at our absolute discretion and will be the subject of license fees.

11. Limited liability

- 11.1. You acknowledge and agree that we are not liable for any Loss or Damage which may result from the Coaching Services. To the extent permitted by law, our liability is limited, at our option to:
 - 11.1.1. the replacement of the services or the supply of equivalent services;
or
 - 11.1.2. the payment of the cost of replacing the services or of acquiring equivalent services.
 - 11.1.3. In any case, our liability to you will not exceed the amount actually paid by you to us for the most recent invoice we have sent you that has been paid.
- 11.2. You acknowledge and agree to indemnify us and keep us at all times fully indemnified from and against any Claims whatsoever arising directly or indirectly as a result of any breach by you of this Agreement and any third-party claims.

12. Where we wish to cancel

- 12.1. We may either suspend the Coaching Services, or terminate the Coaching Services where:
 - 12.1.1. we are unable to agree on required actions during the coaching session; or
 - 12.1.2. there is a conflict of interest.
- 12.2. We may, without prejudice to any of our rights, immediately terminate this Agreement where you default on any invoices, breach this Agreement, or commit an act of bankruptcy. Upon termination, you must pay all accrued Coaching Fees owing up to the date of termination.

13. If there is a dispute

- 13.1. If at any time any aspect of the Coaching Services is not reasonably acceptable to you or we disagree on the quality or substance of the Coaching Services you will immediately notify us of any such reason, the specifics and will give me a reasonable opportunity to respond and address any concerns.
- 13.2. If a dispute arises, you acknowledge and agree that confidentiality is paramount to our reputation. At no time will any communications or discussions be made public, including but not limited to any social media websites. Any public discussion or comments considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim. In the event of any dispute that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute, and each party agrees to pay their own costs.

14. THE GOVERNING LAW AND OTHER MATTERS

- 14.1. This agreement completely states the agreement of the parties as to its subject matter. It supersedes, and its terms govern all previous communications, representations, inducements, undertakings, agreements and arrangements between the parties in respect of its subject matter.
- 14.2. This Agreement may not be modified or amended except in writing.
- 14.3. If any Services have been provided by us before the date of signing of this Agreement, the parties agree that this Agreement applies retrospectively.
- 14.4. The failure by us to exercise any right or enforce any provision in these Terms does not waive the future operation of that right or provision.
- 14.5. In the event that a provision in this Agreement is not enforceable, such provision shall be severed from this agreement to the extent permitted by law, and the remaining provisions will remain in full force and effect.
- 14.6. This Agreement must not be transferred or assigned without the prior written consent of the other party.
- 14.7. This Agreement may be signed electronically in counterparts.
- 14.8. This Agreement is governed by the laws from time to time in force in the state of NSW Australia. Both parties agree to unconditionally submit to the non-exclusive jurisdiction of the courts of NSW for determining any dispute concerning this Agreement.

DEFINITIONS:

"Agreement" means these terms and conditions, and the Proposal.

"Australian Consumer Law" means Schedule 2 of the *Competition and Consumer Act 2010*.

"Claim" means any claim under statute, tort, contract or negligence, any demand, awards or costs.

"Confidential Information" means any sensitive personal information and/ or any of your confidential information, including but not limited to personal information as defined under the *Privacy Act 1988*, but does not include any information required to be disclosed by law, or already in the public domain.

“Information” means any information you provide to us during the Coaching Services.

“Intellectual Property Rights” means all trademark, copyright, design rights, patents, trade secrets, confidential information and all other intellectual property rights whether registered or unregistered.

“Loss and/or Damage” mean any direct, indirect, consequential or incidental loss or damage. This includes, but is not limited to any loss, personal injury, death, negligence, loss of profits, revenue, salary, property damage, loss of enjoyment, virus or damage to your systems, or reliance on our Coaching Services.

“Materials” means any PDFs, videos, worksheets, diagrams, spreadsheets, books and manuals documents, information, and includes any coaching program documents or concepts.

“Representatives” means any of our directors, officers, employees, contractors or other representatives.

“We /us/our” means Agencia Change Pty Ltd t/as Agencia Change [ABN 20669308196] and any of our Representatives.