

Business in Bloom Coaching Agreement

1. Introduction

Please read this document before you accept it. It is a legal contract.

If anything is unclear, please ask before you accept. You have the right to obtain independent legal advice on this document before you proceed.

(a) The Parties

This Coaching Agreement is between:

Carolyn Anne Ryder trading as Business in Bloom Coaching

ABN: 44 856 683 671

Address: Level 2, 3908 Pacific Highway, Loganholme QLD 4129

Email: info@businessinbloom.com.au

Phone: 0439 339 941

And

You, the “Client”

2. Definitions and Interpretation

(a) Definitions

The following words have these meanings in this Coaching Agreement:

Appointment means an appointment booked through my website www.businessinbloom.com.au and my scheduling tool Acuity Scheduling;

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;

3. Payment

(a) Payment Terms

- (i) Appointment prices can be found on my website <https://www.businessinbloom.com.au>
- (ii) Appointments can be booked through my website, and you will be requested to pay in advance by Paypal before your appointment is confirmed.
- (iii) Appointments can be booked through direct contact with me (phone or email), in which case payment is due before your appointment as per the invoice I send you from my accounting program Wave.
- (iv) All invoices and payments are made in AUD\$.
- (v) I am registered for GST and you will be charged GST when required by the GST Act. I quote my GST inclusive prices on my website.

4. Coaching

(a) Coaching Content and Structure

(i) Coaching appointments 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. Goal Setting
- b. Business Systems
- c. Business Planning (excluding any financial advice)
- d. Social Media Planning
- e. Productivity
- f. Problem Solving

(iii) Please note that as part of my coaching, I do not consult, advise or discuss:

- a. Legal advice

Carolyn Anne Ryder is a qualified solicitor in Queensland however, Business in Bloom Coaching will not provide you with any legal advice on any matter discussed during our appointments. Business in Bloom Coaching is not a law practice operating within Queensland or Australia. We recommend you seek independent legal advice during the set up and running of your small business.

- b. Financial planning and advice

We will not give you this advice and are not qualified to give you this advice. We recommend you seek the advice of a financial planner whether you intend to own a business or not.

- c. Accounting and Financial advice

We will not give you this advice and are not qualified to give you this advice. We recommend you seek the advice of your accountant or financial adviser before taking any actions that could have financial consequences for you, your business or your family.

- d. Social Media paid advertising

We are not social media managers. We can explain the basic principles of paid advertising on social media, but recommend you consult a specialist in this area if you require assistance.

(b) Coaching Appointments

(i) 1:1 appointments are generally held online via Skype or Zoom but in-person appointments may be available at my office in Loganholme, Queensland.

(ii) Group appointments are held online via Skype or Zoom or in person at workshops, meetups and private events.

(c) Audio-Visual Recordings

(i) You can record via Zoom or your own recording device with my prior consent.

(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 an appointment, 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 appointments is compulsory, so that if someone in a group appointment 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 appointments, 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) Appointment 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 an appointment, you may forfeit that time. For example, if you are 15 minutes late for a 60-minute appointment, the appointment may be shortened to 45 minutes, but the full scheduled time (60 minutes) will be deducted from any appointments pre-paid or to be billed.

5. Missed Appointments, Cancellation and Withdrawal

(a) Missed Appointments

(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 appointment 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 appointment. I understand that things come up at the last.

(iii) If you fail to show up for an appointment without any notice, your entire appointment 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 appointments for a missed appointment.

(c) Cancellation by Business in Bloom Coaching

(i) If I cancel an appointment 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 appointment that has been cancelled, I am not responsible for covering any travel or accommodation costs.

(d) Termination by Business in Bloom Coaching

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

6. Business in Bloom Coaching Responsibilities

(a) Obligations

(i) You have full responsibility for taking notes, completing 'homework' or agreed actions and recording details for future use. I will email you a summary of the matters we discussed in an appointment, but the detail is up to you.

(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, open communication and perseverance
- b. Commitment to complete any initial and/or ongoing appointments as agreed
- c. Commitment to complete tasks as agreed in appointments

(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 appointments 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 appointments, you will usually require a computer or laptop of some sort
- (ii) We often complete our appointments 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 appointments
- (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 appointments, 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, Carolyn Anne Ryder trading as Business in Bloom Coaching, 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) 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

(iv) 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.

(v) Coaching is not therapy or substitute for therapy

(vi) At times before and throughout our appointments, 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.

(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 appointments, 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 a lawyer, but have not been engaged by you to provide legal advice. I am also not a psychologist, accountant, financial planner, or counsellor and I have no formal 'coaching' qualifications outside of my formal qualifications as a lawyer.

(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) Business in Bloom Coaching'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 appointments, 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 Trello (client notes and appointment 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) If a VA has access to your personal information, it will be only 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 President of the Queensland Law Society, or the President's designated representative.

(iii) 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 Carolyn Ryder or an authorised representative of Business in Bloom Coaching.

(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 accept this contract by:

a. electronic signature service;

- b. print, scan and email,
- c. booking and paying for an Appointment; or
- d. reply email with an explicit statement of your acceptance of the terms of this Coaching Agreement.

Execution

SIGNED AS AN AGREEMENT
SIGNED BY or ON BEHALF OF

.....
Business in Bloom Coaching
Date:

SIGNED BY CLIENT:

.....
Name:
Date: