
Coaching Agreement

Background

Amy Crawford of The Holistic Ingredient provides 4 separate therapy offerings for her clients.

The personalised Coaching & Therapy Care Package is designed to free you from anything holding you back from achieving your life goals, and to provide you with a supportive and accountable framework to keep you focussed and on track. It is a 3–6-month program encompassing a Self-Assessment Questionnaire, email follow up, 5x 1:1 Zoom or face to face sessions and 3 x 20-minute phone calls. Appointments are timed according to the needs of the client. The program utilises a range of therapies including EFT, NLP, Reiki, and Hypnosis.

The 2-hour CTC session is a stand-alone appointment utilising the above therapies.

The 1-hour CTC reset is designed to provide a 'reset' for those who have undertaken a CTC session previously.

Clients undertaking the Personalised Coaching Package and/or a CTC session can expect to feel free of old emotional issues and patterns of behaviour, empowered, motivated, more certain of your direction and better able to deal with all situations.

The one-hour EFT (emotional freedom technique) session is designed for those seeking help identifying and clearing specific unresolved issues from their energy system. Clients can expect to feel light, empowered, balanced and calm with a greater sense of clarity.

Parties

The Trustee for Crawford Family Trust ABN 57 961 599 573 trading as The Holistic Ingredient

This agreement is made and entered into this date, by and between the Coach, Amy Crawford of The Holistic Ingredient and YOU, the Client and is a legally binding document.

Please read this document carefully and address any questions to:
Amy Crawford, amy@theholisticingredient.com

Please take some time to read through the information below carefully. The purpose of this Agreement is to clarify the roles and expectations for our relationship moving forward so we can achieve the best outcome for you.

This Agreement supersedes and prevails over any prior agreement or understanding (if any) between you and Amy.

While it is expected that this Agreement will be signed and returned by you, you are deemed to have read and accepted the Terms and Conditions contained in this Agreement upon receipt by you via email or through our website, AND by continuing to accept and engage the services provided by Amy.

The Parties agree to the following terms and conditions:

1. SERVICES

Amy provides the following services and programs:

1.1 CTC therapy (standalone session)

CTC therapy is a 2-hour appointment encompassing 6-8 therapy processes including but not limited to reiki, hypnosis, EFT and NLP. It is for clients seeking to be free of anything holding them back in life. It is held face to face or via Zoom.

1.2 Personalised Coaching and Therapy Care Package

A 3–6-month program encompassing a Self-Assessment Questionnaire, email follow up, a x 2-hour CTC appointment, 4x 1:1 Zoom or face to face sessions and 3 x 20-minute phone calls. Appointments are timed according to the needs of the client. The program utilises a range of therapies including EFT, NLP, Reiki, and Hypnosis. It is well suited to clients looking to dive deep into one or several areas of their lives and who look for ongoing support and accountability. Sessions are held face to face or via Zoom.

1.3 CTC reset

A one-hour session for those who have undertaken a 2-hour CTC previously. It includes any number of therapies from the 2-hour CTC session and is for clients looking for a reset or reboot some time post their initial appointment. Appointments are held face to face or via Zoom.

1.4 Emotional Freedom Technique (EFT)

A one-hour appointment for clients seeking help identifying and clearing specific unresolved issues. Sessions are held face to face or via Zoom.

1.5 Pre-Session information

You understand and agree

- 1.5.1 You will be required to fill out a Pre-Session questionnaire for the Personalised Therapy Care Package prior to your session. You will be required to prepare a list of anything holding you back for the CTC session.
- 1.5.2 Any personal information you provide by request to assist in your coaching outcome is managed according to our Privacy Policy.
- 1.5.3 Written Parental/Guardian consent is required for the treatment of minors (under 18 years of age).

2. COACHING/THERAPY FEES

You understand and agree:

2.1 CTC Therapy

- 2.1.1 CTC therapy fees for standalone sessions are \$495 per session.
- 2.1.2 Payment is required prior to the session and will be requested at the time of booking your session.
- 2.1.3 Payment is accepted via credit card or via bank transfer.
- 2.1.4 Bank transfer details are provided upon request or stated on your invoice.

2.2 Personalised Coaching & Therapy Care Package

Coaching Session Packages are as follows:

- 2.2.1. The fee for this package is \$1495.
- 2.2.2. Payment is required prior to the session and will be requested at the time of booking your session.
- 2.2.3. Payment is accepted via credit card or bank transfer
- 2.2.4. Bank transfer details are stated on your invoice.

2.3 EFT

- 2.3.2 EFT fees for standalone sessions are \$200 per session
- 2.3.3 Payment is required prior to your session and will be requested at the time of booking your session.
- 2.3.4 All EFT sessions carried out with children under 15 are split into 2 x 30 minute appointments. Parents/carers should book one hour upfront and we will organise the second appointment during the first appointment.
- 2.3.5 Payment is accepted via credit card or via bank transfer.
- 2.3.6 Bank transfer details are provided upon request or stated on your invoice.

2.4 PRICING

- 2.4.1 Pricing is valid for the term of the agreement.
- 2.4.2 Amy is not under any obligation to maintain the same offer or pricing should you wish to extend the term of service.
- 2.4.3 All prices are stated in Australian Dollars and include GST.

3. PAYMENT

You understand and agree:

Payment Plans are only offered for the Personalised Coaching & Therapy Care Package.

- 3.1.1 Where a payment plan is negotiated with Amy you agree to the following:
 - 3.1.3.1 A 5% payment plan fee will apply to all payment plans.
 - 3.1.3.2 Payments are made across maximum 3 payments, monthly in advance, the first payment being for a minimum of \$600.
 - 3.1.3.3 All payments under a payment plan must be completed prior to the final session.
 - 3.1.3.4 Payments are pre-arranged online via a direct debit or credit card deduction from your nominated credit card.

4. SESSION BOOKINGS

- 4.1 Coaching sessions are booked online via Acuity or similar booking link that you will be emailed to you.
- 4.2 Session times are generally available between Tuesday-Friday, 8.30am to 5.30pm AEST.
- 4.3 Amy's calendar is updated in real-time to reflect availability each week.
- Rescheduling**
- 4.4 Rescheduling of sessions is permitted via the booking link provided.
- Cancellation or No Show**
- You understand and agree:**
- 4.5 You may reschedule your session time more than 24 hours prior to your booked session, however, cancellation inside 24 hours of your session or a no show will result in forfeiture of the session.
- 4.6 An additional session is considered a new booking and will be invoiced accordingly.

5. SERVICE DELIVERY

You understand and agree:

- 5.1 All coaching sessions will be delivered upon the agreed time frame contained in the selected coaching package.
- 5.2 Coaching sessions will be delivered via Zoom or face to face.
- 5.3 All sessions must be booked and completed within the agreed timeframe.

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- 5.4 Any changes to the coaching plan, times, or delivery must be requested at least 24 hours in advance in writing to amy@theholisticingredient.com.

6. REFUND POLICY

You understand and agree:

- 6.1 Requests for refunds are considered on a case-by-case basis and may be offered at Amy's discretion entirely. Refunds are not provided for individual completed CTC or EFT sessions.
- 6.2 Any refund calculation will include a deduction for the services completed by Amy, plus a cancellation fee of \$100 and any booking fees incurred by Amy.
- 6.3 All requests for refunds must be made in writing to Amy detailing the reason for your request.
- 6.4 Refunds will not be considered or issued for a change of mind.

7. MENTORING RELATIONSHIP

You understand and agree:

- 7.1 Throughout your interaction with the Coach, you will be engaged in direct and personal conversations.
- 7.2 You will be required to be honest and straightforward in your answers to questions put to you during your coaching session.

Privacy and Confidentiality

- 7.3 The relationship and content of all coaching sessions between you and the Coach are confidential between you and the Coach and shall not be disclosed to a third person unless the Coach is required to do so by law or with your express and written permission.

8. YOUR PERSONAL RESPONSIBILITY

You understand and agree:

- 8.1 You will prepare for each session as required.
- 8.2 You will be prompt in attending each coaching call or session.
- 8.3 For your online session, you will ensure you are somewhere private and undisturbed so you can be completely present during the coaching session.
- 8.4 You are responsible for your own results and achievements.
- 8.5 The Coach is not responsible for the level of your success or any loss or failure experienced during the coaching process.
- 8.6 Your success will depend on how much work you put into the coaching process.

9. Confidentiality

- 9.1 All information (written or verbal) that you share with the Coach, and vice-versa, as part of your coaching relationship will be kept confidential (unless disclosure is required by law such as fear for your or another person's safety or through a court order or subpoena).
- 9.2 The Coach agrees to keep details of all consultations, coaching sessions, strategies and plans and personal client information, and associated data that is shared for purposes required to complete the contracted coaching services confidential during and after the period of this agreement.

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- 9.3 While every effort will be made to maintain security and confidentiality of all information shared, the Coach takes no responsibility for the security of information shared via third-party applications such as email providers or social media platforms which may be accessible to third-parties.
 - 9.4 The Coach will not use your name as a reference without first receiving written consent.

10. Acknowledgment and Disclaimer

You understand and agree:

- 10.1 You have engaged the Coach's services at the agreed Fee.
- 10.2 The Coach cannot guarantee any results for you and as such you are 100% responsible for your progress and outcomes from coaching.
- 10.3 You accept that given the highly personal nature of coaching services provided by the Coach, results experienced by every client will differ and you accept responsibility for any such variance.
- 10.4 The Coach is not a psychologist, psychiatrist, or otherwise medically trained, and is not medically qualified to assess physical or mental condition.
- 10.5 If you are in any doubt, please seek expert medical advice about the services provided by the Coach.

11. LIMITATION OF LIABILITY

You understand and agree:

- 11.1 Liability for the services provided by the Coach is governed solely by the Australian Consumer Law and these Terms and Conditions.
- 11.2 Nothing in these Terms removes your Statutory Rights as a consumer under Australian Consumer Law.
- 11.3 To the extent permitted by law, the Coach excludes all express or implied representations, conditions, guarantees, warranties and terms relating to any Services except those set out in this Agreement, including but not limited to implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in this Agreement.
- 11.4 The Coach guarantees all services are supplied to you with due care and skill and fit for the purpose that the services have been advertised.
- 11.5 To the extent the Coach is unable to exclude liability; total liability for loss or damage you suffer or incur from services by the Coach is limited to re-supplying the Services to you, or, at the Coach's, refunding to you the amount you have paid for the Services to which your claim relates.

12. WARRANTY AND INDEMNIFICATION

- 12.1 The Coach warrants coaching services will always be carried out:
 - 12.1.1 diligently;
 - 12.1.2 with proper care and skill; and
 - 12.1.3 in accordance with the terms of this Agreement.
- 12.2 The Client indemnifies the Coach against all claims for any kind of legal relief whatsoever arising in any way out of or in connection with:
 - 12.2.1 the carrying out of, or failure to carry out the contracted services; or
 - 12.2.2 any breach of this agreement.

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- 12.3 The indemnity does not apply to the extent that any claim is caused by the negligence or a breach of this agreement by the Coach.

13. TERMINATION

- 13.1 Either Party may terminate this agreement by providing 3 days' notice in writing to the other party.

Termination by the Coach

- 13.2 Except for as provided in this Agreement, where this Agreement is terminated by the Coach with or without cause and through no action or fault of the client, any payment for unfulfilled services without any fees or charges will be refunded to the client.

- 13.3 Payment for fulfilled services will not be refunded.

Termination by the Client

- 13.4 Except for as provided in this Agreement, where this Agreement is terminated by the Client, the Client is liable for all outstanding fees to the Coach and payment is required in full within 7 days of the date of termination.

14. DISPUTE RESOLUTION

You understand and agree:

- 14.1 You will contact the Coach immediately with any concerns so that they may be resolved quickly and effectively through friendly consultation.
- 14.2 In the event of a dispute you agree to the following Dispute Resolution Procedure:
- 14.2.1 You must advise the Coach in writing of the nature of the dispute, the outcome you seek and what actions you believe will settle the dispute.
 - 14.2.2 You agree to meet in person or via an online platform, for example, Skype or Zoom, in good faith to seek to resolve the dispute by agreement and compromise.
 - 14.2.3 If an agreement cannot be reached to resolve the dispute, any party may refer the dispute to mediation by a mediator appointed by the Dispute Settlement Centre of Victoria.
- 14.3 Both parties must attend the mediation provided by The Dispute Settlement Centre of Victoria in good faith, to seek to resolve the dispute through mediation.
- 14.4 Litigation via the court process may only be considered after a genuine attempt at mediation bought by either party, is unsuccessful.
- 14.5 Confidentiality is paramount to both parties personal and professional reputations and standing in their business and community.
- 14.6 At no time will any communications or discussions be made public. This includes but is not limited to any social media websites of either party.
- 14.7 Any public discussion or comments about either party will be considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.

15. GOVERNING LAW

You understand and agree:

- 15.1 The Terms and Conditions of this Agreement are governed and construed in accordance with the laws of the Victorian State and Australia.
- 15.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Victorian State and Australia.



By ticking this box, I **CERTIFY THAT** I fully understand and agree to the terms and conditions contained in this Agreement.

Or

I have read, understood and agree to the terms and conditions of this Agreement. By proceeding I understand that I am legally bound by this contract to be coached by Amy Crawford of The Holistic Ingredient.

Please also initial all pages in this document, scan or photograph and return via email to amy@theholisticingredient.com

~~end~~