



SIT WITH STU COACHING AGREEMENT

"I am clear, aligned, and moving forward"

This Agreement is entered into by and between:
Stuart Ennor Internationally Certified Results Coach

and

(Client) – purchaser

whereby Coach agrees to provide Coaching Services for Client focusing on the following topics/results/outcomes/goals attached to this Agreement as Schedule A.

Description of Coaching: Coaching is 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 maximize personal and professional potential. It is designed to facilitate the creation/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 behavior established by the International Coach Federation "(ICF)" (Coachfederation.org/ethics). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.

B. 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 his/her 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 inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

C. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.

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

E. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, 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. If Client is currently under the care of a mental health professional, 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 in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

2) Services

The parties agree to engage in a 8-week Coaching Program through zoom meetings, and whats app communication. Coach will be available to Client by what's app messages (Tue to Thur in between scheduled meetings as defined by the Coach. Coach may also be available for additional time, per Client's request on a prorated basis agreed in writing rate + gst per hour (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours).

3) Schedule and Fees

This coaching agreement is valid from date of purchase. The fee is full in advance or 2-part payment. The meetings shall be for up to 60 mins. If rates change before this agreement has been signed and dated, the prevailing rates will apply.

Refund Policy

The Coach is committed to delivering high-quality coaching services and a meaningful experience for the Client. The following refund policy applies:

Cooling-Off Period (3 Days):

The Client is entitled to a three (3) day cooling-off period from the date of signing this Agreement and making payment. During this time, the Client may request a full refund for any reason.

The Client agrees to communicate directly with the Coach to discuss their decision prior to cancellation. Upon confirmation, a full refund will be issued, less any reasonable administrative or transaction fees.

Early Satisfaction Guarantee (First Two Sessions):

If the Client does not believe the coaching is a good fit, the Client may request a full refund after completion of the first or second coaching session.

This request must be made **in writing via email to chat@sitwithstu.com** within seven (2) days of the second session and prior to the third scheduled session.

The Client agrees to have a respectful and honest conversation with the Coach to discuss their experience and reasons for discontinuing.

After Second Session:

After the second coaching session has been completed and the above period has

passed, no refunds will be provided. The Client acknowledges that coaching is a process requiring commitment and active participation.

Unused Sessions:

If the Client chooses to discontinue coaching after the second session, any unused sessions are non-refundable unless otherwise agreed in writing by the Coach.

Exceptional Circumstances:

The Coach may, at their sole discretion, consider partial refunds or credits in exceptional circumstances (e.g. serious illness or unforeseen hardship).

All requests for refunds must be submitted in writing via email to chat@sitwithstu.com

4) Procedure

The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time. The Client will initiate all scheduled zooms and will click the supplied link for zoom. If the Coach is unavailable by zoom for a scheduled session, Client will be notified prior to the scheduled appointment time.

5) Confidentiality

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF 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) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach 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 his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

6) Release of Information

The Coach engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by ICF. By signing this agreement, you agree to have only your name, email and start and end dates of coaching shared with ICF staff members and/or other parties involved in this process for the sole and

necessary purpose of verifying the coaching relationship, no personal notes will be shared.

The Client Agrees by making payment. However, if the client does not agree they can opt out by emailing chat@sitwithstu.com and requesting in writing.

According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

7) Cancellation Policy

The Client agrees that it is the Client's responsibility to provide a minimum of **24 hours' notice** for any request to reschedule or cancel a scheduled coaching session.

All cancellation or rescheduling requests must be submitted **in writing via email to** chat@sitwithstu.com

Where less than 24 hours' notice is provided, or where the Client fails to attend a scheduled session without notice, the session will be considered forfeited and may be charged in full. The Coach will make reasonable efforts, at their discretion, to reschedule missed sessions where appropriate; however, rescheduling is not guaranteed.

The Client acknowledges that consistent attendance and commitment are essential to achieving results within the coaching process.

8) Record Retention Policy

The Client acknowledges that the Coach has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for a period of not less than 2 years.

9) Termination

Either the Client or the Coach may terminate this Agreement at any time with 2 weeks written notice in email to chat@sitwithstu.com Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

10) 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 with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damage 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 actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

11) Entire Agreement

This document reflects the entire agreement between the Coach and the Client and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered, or supplemented except in writing signed by both the Coach and the Client.

12) Dispute Resolution

If a dispute arises out of this Agreement that 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 given. If the dispute is not resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

13) Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If 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, then such provision shall be deemed to be written, construed, and enforced as so limited.

14) Waiver

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

15) Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the New Zealand without giving effect to any conflicts of law's provisions.

16) Binding Effect

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns. Please sign both copies and return one copy of this Client Agreement prior to the first scheduled coaching meeting. Retain one copy for your records and email the other to: chat@sitwithstu.com

CLIENT:

Client Name: Purchaser

Signature:

Date: From date of payment

COACH:

Coach Name: Stuart Ennor

Signature: 

Date: From date of payment