



Client Services Agreement

Welcome

I'm genuinely looking forward to working with you. This Agreement explains how we'll work together, what you can expect from me, and what I need from you to make our partnership successful.

I've written this in plain English because legal jargon doesn't build trust - clarity does. Please read it carefully, and if anything isn't clear, let's discuss it before you sign.

1. The Services I Offer

You're engaging me for one of three service tiers, or for a one-off coaching session or a package of multiple coaching sessions:

Success Audio Academy (Tier 1)

- Monthly audio leadership modules (15-20 minutes each)
- Downloadable implementation guides and worksheets
- Access to module library while subscribed
- New module released monthly

Practice Accelerator (Tier 2)

- **Everything in Success Audio Academy, plus:**
- Fortnightly 90-minute group coaching calls (cohort of 7-10 practice owners)
- Unlimited asynchronous support via Voxer/WhatsApp between calls
- Monthly implementation workbooks
- Quarterly DISC assessments for you and team members (one assessment per quarter)
- Private community access

Pinnacle Partnership (Tier 3)

- **Everything in Practice Accelerator, plus:**
- 24 fortnightly one-on-one coaching sessions (60 minutes each)
- 4 quarterly strategic planning sessions (90 minutes each)
- Unlimited priority asynchronous support (4-hour response time during business hours)

- Direct mobile access for urgent decisions
- Comprehensive psychometric assessment suite: DISC, Workplace Values, and Emotional Intelligence (for you + 2 team members)
- Annual practice culture audit
- Year-end comprehensive planning session

One-off coaching sessions or a pack of coaching sessions

- Conducted online, or face-to-face, when you want purely coaching support around a particular issue or complex period for your business.

Important: Coaching is professional development, not therapy, medical advice, legal advice, or financial advice. If you need those services, I'll help you find the right professionals.

2. What These Services Are Designed to Do

My services help you:

- Develop leadership capabilities beyond clinical expertise
- Build sustainable practice systems
- Improve team performance and retention
- Increase profitability without burnout
- Create the practice culture you've dreamed about

What they don't do: Replace professional advice in areas outside my expertise (medical, legal, financial, therapeutic).

3. Pricing & Payment Terms

Success Audio Academy

- **Monthly subscription:** \$47 AUD per month
- **Billing:** Automatic monthly charge on the date you subscribe
- **Payment method:** Credit card via Stripe (secure payment processing)
- **First payment:** Charged immediately upon subscription

Practice Accelerator

- **Monthly investment:** \$697 AUD per month
- **Billing:** Automatic monthly charge on the date you join
- **Payment method:** Credit card via Stripe or bank transfer (if arranged)
- **First payment:** Charged immediately upon enrolment

- **Minimum commitment:** First month (see cancellation terms below)

Pinnacle Partnership

- **Option A - Monthly:** \$1,797 AUD per month
- **Option B - Annual:** \$19,764 AUD per year (save \$1,800)
- **Billing:**
 - Monthly option: Automatic monthly charge
 - Annual option: Full payment due upon enrolment
- **Payment method:** Credit card via Stripe or bank transfer
- **Commitment period:** 12 months (see cancellation terms below)
- **First payment:** Charged immediately upon enrolment

Coaching Only – single OR pack of multiple sessions

- **Investment:** \$550 AUD per session (60 minutes)
- **Billing:** Paid in advance, through the website, and scheduled by mutual agreement
- **Payment method:** Credit card via Stripe or bank transfer (if arranged)

General Payment Terms

- All payments are due on the date specified in your invoice, if not paid in advance via the website.
- Late payments (more than 7 days overdue) may result in suspension of services until payment is received
- You'll receive email confirmation of all payments
- All prices are in Australian Dollars (AUD) and include GST where applicable

4. Cancellation & Refund Policy

I want you to be confident in your investment. Here's exactly how cancellations work for each tier:

Success Audio Academy Cancellations

- **You can cancel anytime** with no penalties or questions asked
- **How to cancel:** Email harvey@harveyjames.com.au
- **When it takes effect:** Your subscription continues until the end of your current billing period, then stops
 - **Example:** If you subscribe on January 15th and cancel on February 10th, you'll have access until February 14th (end of your paid period), then your subscription ends
- **Access after cancellation:** You lose access to all modules when your paid period ends

- **Refunds:** No refunds for partial months. You've paid for access through your billing date, and you'll have that access

Practice Accelerator Cancellations

- **First month:** If Practice Accelerator isn't right for you after your first month, you can leave with no further commitment
- **How to cancel:** Email harvey@harveyjames.com.au with at least 7 days' notice before your next billing date
- **When it takes effect:** Cancellation takes effect at the end of your current billing period
- **After first month:** You can cancel any time after completing your first month, with 7 days' notice
- **Refunds:**
 - If you cancel within the first 14 days of your first month and have not yet attended a group call, you'll receive a full refund minus any async support provided
 - After attending your first group call or after 14 days, no refunds—but you can cancel before your next billing cycle
- **What you keep:** Access to Success Audio Academy modules until the end of your paid period

Pinnacle Partnership Cancellations

This is a 12-month commitment, and here's why: Transforming practice leadership, culture, and systems takes time. Real change happens over months, not weeks. The 12-month commitment ensures we have the runway to do meaningful work together.

First-Month Satisfaction Guarantee:

- After your first month (30 days) of Pinnacle Partnership, if you genuinely feel this isn't the right fit, we can part ways professionally
- **You must notify me in writing** within the first 30 days
- **Refund:** You'll receive a pro-rated refund for the remaining 11 months (monthly option) or remaining months (annual option), minus the value of services already delivered (sessions, assessments, audits)
- **Example:** If you've had 2 coaching sessions and 1 psychometric assessment, the value of those services will be deducted from your refund at standard hourly rates

After the First Month (Days 31-365):

- **You're committed to the full 12 months**
- **Why this matters:** We're building frameworks, changing systems, developing your team, and transforming culture. Stopping mid-way means you've invested but won't see the full results

- **Extraordinary circumstances:** If you face serious illness, family crisis, or business closure, contact me immediately. I'll work with you to find a solution (pause, payment plan, or early exit with adjusted terms)
- **No refunds** after the first month except in extraordinary circumstances (determined at my discretion)

What happens if you simply can't continue? Life happens. If you absolutely must exit after the first month due to circumstances beyond your control:

1. Contact me immediately. Don't just stop paying.
2. We'll discuss your situation honestly
3. I'll work with you on a fair resolution (payment plan for remaining months, pause in services, or negotiated exit)
4. I'm reasonable, but I also need to protect the value of the commitment we both made

What if I need to terminate our agreement for cause? If you breach this agreement (non-payment, abusive behaviour, misuse of materials), I can terminate immediately and you forfeit any refunds.

5. Session Scheduling & Attendance

Practice Accelerator (Group Coaching)

- **Group calls:** Scheduled fortnightly at consistent day/time for your cohort
- **Your schedule:** You'll receive the full-term schedule when you join
- **If you can't attend a call:** You can access the recording, but the live session slot can't be made up
- **Async support:** Available unlimited between calls via Voxer/WhatsApp during business hours (Mon-Fri, 8am-5pm AEST)

Pinnacle Partnership (One-on-One Coaching)

- **Your sessions:** Scheduled by mutual agreement, typically same day/time fortnightly
- **Rescheduling:** If you need to reschedule, please give at least 24 hours' notice
- **Less than 24 hours' notice:** The session is counted as delivered (you lose that session)
- **Emergency exceptions:** Genuine emergencies (sudden illness, family crisis) are handled with compassion—just contact me ASAP
- **My cancellations:** If I need to cancel or reschedule, I'll give you as much notice as possible and we'll find an alternative time that works for you
- **Missed sessions:** Don't roll over or accumulate. We work within the 12-month partnership period
- **Async support:** Priority 4-hour response time during business hours

Coaching Only – single OR pack of multiple sessions

- **Your sessions:** Scheduled by mutual agreement
- **Rescheduling:** If you need to reschedule, please give at least 24 hours' notice
- **Less than 24 hours' notice:** The session is counted as delivered (you lose that session)
- **Emergency exceptions:** Genuine emergencies (sudden illness, family crisis) are handled with compassion – please contact me ASAP
- **My cancellations:** If I need to cancel or reschedule, I'll give you as much notice as possible and we'll find an alternative time that works for you

General Attendance Expectations

- **Come prepared:** The more you put in, the more you get out
 - **Be on time:** Sessions start promptly
 - **Be present:** Minimize distractions during our time together
 - **Do the work:** Coaching works when you implement between sessions
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6. Your Responsibilities as a Client

This partnership works best when we're both committed. Here's what I need from you:

Engagement:

- Attend scheduled sessions (or give notice if you can't)
- Complete any pre-work or assignments
- Implement what we discuss between sessions
- Be honest about what's working and what isn't

Communication:

- Respond to scheduling requests within 48 hours
- Let me know if something isn't clear or isn't working
- Maintain respectful, professional communication
- Ask questions when you need clarification

Ownership:

- You are responsible for your decisions, actions, and results
- You choose what advice to take and how to apply it
- You're accountable for implementing what we discuss

What coaching is NOT:

- A guarantee of specific outcomes (I can't promise your profitability will increase by X%)
 - A substitute for therapy, medical advice, legal counsel, or financial planning
 - A magic solution - transformation requires your active participation
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7. What You Can Expect from Me

Expertise & Preparation:

- I bring 15+ years of L&D leadership and 6+ years coaching dental practices
- I prepare for our sessions and come ready to add value
- I stay current on evidence-based frameworks and adult learning psychology

Reliability:

- I show up on time and fully present
- I respond to async messages within stated timeframes
- I honour our scheduled sessions unless there's a genuine emergency

Confidentiality:

- Everything we discuss stays confidential (see Section 9 for full details)
- I won't share your information without your explicit permission
- Your practice challenges, team issues, and personal struggles are safe with me

Honest Feedback:

- I'll challenge you when needed (that's why you hired me)
- I'll celebrate your wins
- I'll tell you when something isn't working, even if it's uncomfortable

Continuous Improvement:

- If you give me feedback, I'll listen and adjust where appropriate
 - I'm committed to providing world-class support
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8. Intellectual Property & Materials

What you receive:

- Audio modules, implementation guides, worksheets, frameworks, and resources are provided for your use
- These materials are my intellectual property and remain so

What you can do:

- Use them for your own learning and practice development
- Share frameworks with your team for implementation
- Reference concepts in your practice operations

What you cannot do:

- Reproduce materials for distribution outside your practice
- Sell, license, or commercialise my content
- Claim ownership of frameworks or materials
- Share login credentials or materials with non-clients

Recording sessions:

- Group coaching calls may be recorded for participants who miss the live session
 - One-on-one sessions are not recorded unless we both agree
 - You may take notes, but may not record without my explicit consent
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9. Confidentiality**My commitment to you:**

- Everything discussed in coaching sessions, async support, and private communications is completely confidential
- I will not share your information, practice details, challenges, or results without your written permission
- This includes not using your practice as a case study, testimonial, or example without your consent

Exceptions (when I must break confidentiality):

- If required by law (subpoena, court order)
- If you disclose intent to harm yourself or others
- If I become aware of child abuse or neglect (mandatory reporting)
- If you explicitly give me written permission to share specific information

Group coaching confidentiality:

- In Practice Accelerator, you'll be in a cohort with other practice owners
- What's shared in the group stays in the group (I'll establish these ground rules on day one)
- I expect all participants to honour confidentiality, but I cannot guarantee what others do with information shared in group settings

Your consent for testimonials/case studies:

- I may ask if you'd be willing to provide a testimonial or allow me to share your results
 - This is always optional and requires your explicit written consent
 - You can specify exactly what can be shared and review any content before publication
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10. Assumption of Risk & Liability**Inherent risks:**

- Professional development involves personal growth, which can be challenging
- Implementing new strategies in your practice carries some risk
- Results will vary based on your effort, context, and implementation

Your responsibility:

- You are responsible for evaluating which advice and strategies are appropriate for your situation
- You choose what to implement and how
- You bear the consequences (positive and negative) of your business decisions

My responsibility:

- I provide the best guidance I can based on my expertise and experience
- I act in good faith to support your success
- I maintain professional standards and ethical practices

Limitation of liability:

- Harvey James Coaching & Training is not liable for any loss, damage, injury, or adverse outcome arising from your participation in coaching, training, or consulting services
- This includes financial losses, team conflicts, patient issues, or business decisions made based on our work together
- Maximum liability is limited to the amount you've paid for services in the 3 months prior to any claim

Insurance:

- I maintain professional indemnity insurance for coaching and consulting services
 - This does not constitute a guarantee of outcomes or assumption of liability for your business decisions
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11. Disclaimers

Professional Services: Coaching and consulting are not substitutes for:

- Medical or psychological treatment (if you're experiencing mental health concerns, please see a qualified therapist)
- Legal advice (consult a solicitor for legal matters)
- Financial or accounting advice (engage a qualified accountant or financial advisor)
- HR or employment law guidance (seek specialist advice for employee matters)

Outcome Disclaimer:

- While my frameworks and strategies have helped many practices improve retention, profitability, and culture, I cannot guarantee specific results
- Your outcomes depend on many factors including your implementation, market conditions, practice circumstances, and team dynamics
- Past client results do not predict your future results
- Any case studies or testimonials reflect individual experiences and are not promises of what you'll achieve

Business Advice:

- My guidance is based on patterns observed across practices and evidence-based frameworks
 - You should evaluate all advice in the context of your unique situation
 - When in doubt, consult relevant specialists (accountant, lawyer, HR consultant)
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12. Acceptable Use & Termination for Cause

I reserve the right to terminate this agreement immediately if:

- You engage in abusive, threatening, or harassing behaviour toward me or other participants
- You fail to pay for services after reasonable notice
- You violate intellectual property terms (reproducing/distributing materials)
- You breach confidentiality obligations in group settings
- You misrepresent our relationship or use my name/brand without permission

If I terminate for cause:

- You forfeit access to all services immediately
- No refunds will be provided
- You must cease use of all materials and resources

- Outstanding payments remain due

Professional disagreement is not cause for termination:

- If we disagree on strategy or approach, we'll discuss it professionally
 - You're always free to choose not to implement my advice
 - I welcome constructive feedback and honest conversation
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13. Dispute Resolution

I hope we never need this section, but if a disagreement arises:

Step 1: Direct Discussion

- Let's talk it through honestly and in good faith
- Most issues can be resolved through clear communication
- Email me at harvey@harveyjames.com.au or call 0494 639 993

Step 2: Mediation

- If we can't resolve it ourselves, we'll engage a professional mediator
- We'll split mediation costs 50/50
- We'll both commit to finding a fair solution

Step 3: Arbitration (if mediation fails)

- Binding arbitration through a mutually agreed arbitrator
- Arbitration costs split based on arbitrator's determination
- Decision is final and binding

Step 4: Legal Action (last resort)

- Only after steps 1-3 have been exhausted
 - Governed by laws of New South Wales, Australia
 - Jurisdiction: Courts of New South Wales
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14. Changes to This Agreement

Minor updates:

- I may update this agreement periodically to reflect fee changes, service changes or legal requirements
- You'll receive 30 days' notice of any material changes via email
- Continued use of services after the notice period constitutes acceptance

Your existing terms:

- If you're mid-contract when changes occur, your original terms continue until your current commitment period ends
- Example: If you're 6 months into Pinnacle Partnership, new terms apply after your 12 months complete (if you continue)

How you'll be notified:

- Email to your registered email address
 - Posting of updated agreement on website with version number and date
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15. General Provisions

Entire Agreement: This document represents the complete agreement between us and supersedes any prior discussions, proposals, or agreements.

Severability: If any part of this agreement is found to be unenforceable, the rest remains in effect.

Waiver: If I don't enforce a term on one occasion, it doesn't mean I've waived my right to enforce it later.

Assignment: You cannot transfer your rights or obligations under this agreement to someone else without my written consent.

Independent Contractor: I'm an independent contractor, not your employee, partner, or agent.

Force Majeure: Neither of us is liable for delays or failures caused by circumstances beyond our reasonable control (natural disasters, pandemic, etc.).

16. Your Agreement & Signature

By signing below, you confirm that you have:

- Read and understood this entire agreement
- Had the opportunity to ask questions about anything unclear
- Agree to all terms and conditions
- Been provided with a copy for your records

Which tier are you enrolling in? (please check one)

- Success Audio Academy (\$47/month)
- Practice Accelerator (\$697/month)
- Pinnacle Partnership - Monthly (\$1,797/month)
- Pinnacle Partnership - Annual (\$19,764/year)
- One-off or package of coaching sessions (\$550 per session)

Client Information:**Full Name:** _____**Practice Name:** _____**Email Address:** _____**Phone Number:** _____**Billing Address:** _____

Preferred Start Date: _____

Client Signature: _____**Date:** _____

Coach (Harvey James):**Signature:** _____**Date:** _____


Thank You

I'm genuinely excited to work with you. If you have any questions about this agreement - now or in the future - please don't hesitate to ask. Clear agreements make for great partnerships.

Let's build the practice you've dreamed of.

Harvey James

Harvey James Coaching & Training

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