



## **Business Coaching Agreement**

This agreement is made on:

Between:

Clare Wood of PO Box 250, Broadbeach QLD 4218 (ABN 46651295948) (**Consultant**); and  
**(Client)**.

### **Appointment**

1. The Client appoints, and the Consultant accepts the appointment, to provide the services subject to the terms set out in this agreement.

### **Services**

2. The Consultant will provide to the Client the services that are set out at Item 1 of Schedule.

### **Term**

3. The term of this agreement shall be for 3 months from time of payment

### **Fees, payment and charges**

4. The fees payable for the services are set out at Item 2 of Schedule. The Client agrees to pay the fees in advance of the services being provided each month. The Client must reimburse the Consultant for expenses reasonably and properly incurred in connection with the services, of which the Client will be informed in advance. The Consultant may vary its fees where it has provided services that are different or in addition to those set out at Item 1 of the Schedule either at the Client's request, or because additional work not anticipated at the time of this agreement is required. The Consultant may revise its fees from time to time. Rates quoted to the Client remain in force until the end of the term. The Consultant may increase its fees for any work performed after that date and will communicate any such change directly to the Client. The Client agrees (a) not to withhold any sums due to the Consultant; (b) to pay to the Consultant interest at the rate of 5% per annum on overdue payments; and (c) to pay to the Consultant such costs and expenses it may incur in recovering payment from the Client where the Client fails to make payment in accordance with this agreement. If the Client fails to pay the Consultant in accordance with this agreement, the Consultant will undertake legal action to recover fees payable under the agreement.

### **Performance of the services**

5. The Consultant will use all reasonable efforts to provide the services to the Client in an efficient and timely manner, using the necessary skill and expertise to an appropriate professional standard.

### **Client acknowledgement**

6. The Client acknowledges the Consultant is not a financial advisor or legal practitioner. Any business insights given by the Consultant in the provision of the services are based on industry experience only. Whilst the Consultant is a qualified accountant, the Client should obtain

independent accounting, financial and legal advice on any potential transactions and/or business decisions.

### **Third party service providers**

7. During this agreement, the Consultant may introduce the Client to a third-party service provider(s). This is done for your convenience only. Whilst the Consultant takes all reasonable steps to ensure a third-party service provider is of the highest calibre, the Consultant takes no responsibility for the services provided by a third-party service provider(s). The Client, in its sole discretion, may accept or reject utilising the services of that third-party service provider(s).

### **Disclaimer of warranties and guarantees**

8. To the extent permitted by law, the Consultant excludes all warranties, of any kind, in respect of the services, or the satisfactory completion of the services. The Consultant's liability in respect of such warranties is limited to the resupply of the services, or the payment of having the services re-supplied.
9. The Consultant does not guarantee that the services will produce any particular result.

### **Liability**

10. To the extent permitted by law, the Consultant's liability to the Client for loss or damage arising from or in relation to the services, whether arising from breach of contract, tort (including negligence) or otherwise, is limited to the total fees payable by the Client for the services.
11. To the extent permitted by law, the Consultant's excludes all liability to the Client for any indirect, special or consequential loss, damage or costs, loss of profit or revenue, loss of business, business interruption, loss of date or loss of goodwill from or in relation to the services.

### **Indemnity**

12. The Client is liable for and will indemnify the Consultant from and against any liability, loss, claims, costs, damages or expenses that may result from any third-party claims arising out of or in relation to the provision of the services, and will reimburse the Consultant for all costs and expenses (including legal fees on a solicitor/client basis) incurred by the Consultant in connection with any such action or claim.

### **Intellectual property**

13. Any (current and future) intellectual property rights (including copyright, trademarks, trade secrets and know-how) in the services, the Consultant's website, documentation, systems, materials, methodologies and processes brought to, or created in the course of, this relationship shall remain the property of the Consultant. Title to (and all intellectual property rights) in relation to the Client's data remain the Client's property. The Client hereby grants the Consultant a licence to use, copy, transmit, store and backup the Client's information/data for the purposes of using the services. The Client must not use the Consultant's logo, without obtaining the Consultant's written consent.

### **Confidentiality**

14. Neither party will, without the prior written approval of the other, disclose to any person, any Confidential Information, including (but not limited to) that which relates to this agreement (for example, the Consultant's fees), or the services under this agreement. In giving written approval, a party may impose such terms and conditions, as it thinks fit.
15. The obligation of confidentiality set out in this agreement operates indefinitely and does not terminate on the expiry or earlier termination of this agreement.

16. **Confidential Information** means all non-public information or documents which a party receives or produces in connection with the services, but does not include any information which is: (a) or becomes generally available to the public other than as a result of a breach of this clause; (b) known to a party prior to commencing the services; (c) received from a third party who owes no obligation of confidence in respect of the information; (d) developed by a party independently of the services to which this agreement relates; or (e) is required to be disclosed by law, or by any authority.

### **Termination**

17. Either party may terminate this agreement for any reason by providing the other party with two (2) weeks written notice. No part of the fees is refundable to the Client, on termination of this agreement. Any rights or obligations that have accrued up to and including the date of termination will survive. A termination fee of 6 weeks (or \$1,500 incl GST) will be payable by Client if terminated by their choice.

### **Dispute resolution**

18. Before Court or arbitration proceedings, other than for urgent interlocutory relief, may be commenced, the following steps must be taken to attempt to resolve any dispute that arises out of or in connection with this agreement (including any dispute as to the validity, breach or termination of the agreement, or as to any claim in tort, in equity or pursuant to any statute).
19. Notice must be given in writing by the party claiming that a dispute has arisen to the other party (or parties) to this agreement specifying the nature of the dispute (**Notice of Dispute**).
20. Upon receipt of the notice of dispute, the parties must attempt to agree upon an appropriate procedure for resolving the dispute.
21. If, within 10 business days of receipt of the Notice of Dispute, the dispute is not resolved or an appropriate alternative dispute resolution process is not agreed, then the parties shall refer the dispute to Resolution Institute in Brisbane, Queensland, for facilitation of a mediation in accordance with Resolution Institute's Mediation Rules.
22. The parties must cooperate with Resolution Institute as facilitator.
23. If, within 10 business days after referral of the dispute to Resolution Institute, the parties have not agreed upon the mediator, or other relevant particular, the mediator and any other relevant particular will be determined in accordance with Resolution Institute's Facilitation Rules.
24. This clause will survive termination of this agreement.

### **Relationship with you**

25. The Consultant is an independent contractor, not an employee. This engagement does not create a partnership or joint venture relationship. Neither party has the authority to enter contracts on the other's behalf.

### **Relationship with others**

26. The Client agrees that the Consultant will not be prevented or restricted by this engagement from providing services to other clients, some of whom may be in competition with the Client, or have interests that conflict with that of the Client.

### **Severability**

27. If any part of this agreement is held to be illegal, invalid or unenforceable by a Court of law, the legality, validity and enforceability of the remaining parts will not be affected.

**Waiver**

28. Any failure or delay by either party to enforce any provision of this agreement will not be interpreted as a waiver of any rights or remedies.

**Variation**

29. This agreement may be amended by mutual written agreement of the parties.

**Force majeure**

30. Neither party will be liable for any delay or failure to fulfil its obligations (excluding payment obligations) under this agreement to the extent that any such delay or failure arises from causes beyond its control.

**Assignment**

31. Neither party may transfer, charge or otherwise seek to deal with its rights or obligations under this agreement without prior written consent of the other party.

**Entire agreement**

32. This agreement is the entire agreement between the parties relating to the services. It replaces and supersedes any previous correspondence, understandings or other communications (written or oral).

**Applicable law**

33. This agreement shall be governed and interpreted by the laws of Queensland, Australia. Any dispute arising from this agreement, or a breach of this agreement, will be subject to the exclusive jurisdiction of the Courts of Queensland, Australia.

**Acceptance**

34. You will be deemed to have accepted the terms and conditions set out in this agreement by paying for the services.

**Schedule**

Item 1: Services	The Consultant will provide the Client with 3 months of business coaching services including: <ul style="list-style-type: none"> <li>• Fortnightly 60 minute calls delivered by Zoom</li> <li>• OPTIONAL: Access to 2 x 30 minute calls to be used if required at discretion of client at mutually agreed time with Consultant</li> </ul>
Item 2: Fees	AU\$1,000 per month (incl. GST)