Impact Society standard terms: Coaching.

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We're a small company and we like to keep things simple, so we've kept these terms brief and in plain language. We're reasonable people, we'll act reasonably and we'll assume the same of you. Where a term sets a specific position, we'll stick to that - and everywhere else, we'll be fair and reasonable.

What coaching is

Coaching is a thinking partnership. We bring experience, questions and accountability, so you can do your best work. It isn't consulting - as coaches, we're not here to do your work for you. If you want that, we can scope and quote it separately. And coaching isn't therapy, counselling, or medical, legal or financial advice.

The sessions

Sessions run for an hour, by video and are booked through our online system.

You can buy a single session, a multi-session pack or a retainer. A pack can be shared between one manager and their direct reports. Packs and single sessions expire 12 months from the day you buy them. However, if time has genuinely got away from you, ask us and we'll usually stretch it.

Retainers

A retainer runs for one year with an agreed number of sessions each month, as set out in the proposal. The regular monthly cadence is integral to the approach, so unused sessions generally don't roll over each month. But, if you do have an intense month, tell us and we'll carry one into the next. And if the reason a session went unused is due to us, because we've moved it or we're away, we'll carry it over for you.

Between sessions, get in touch whenever you need to - with a quick question, a decision you want to test or something small that can't wait until the next session. We prefer WhatsApp or e-mail, but you can also give us a quick call. We'll come back within one business day, Western Australian time. If it ever starts feeling like consulting work or a standing advisory role, we'll say so and talk it through.

Retainers may also include work beyond the coaching itself - a strategic planning process, quarterly reviews or something else we've agreed. Whatever's included is set out in the proposal, along with how much of it, how long and whether it's online or in person. Any included workshops come with a couple of hours tailoring - and anything more substantial we'll quote separately at US$350 an hour. Inclusions are part of the retainer and must be used within the term.

Money

Fees are set out when you buy or in the proposal that sets up a retainer. Invoices are due within 14 days. Our fees exclude GST. Where GST applies, we'll add it. If one looks wrong, tell us and we'll sort it out. If one is more than 30 days overdue and we haven't heard from you, we'll pause sessions until it's settled.

Where travel, accommodation or materials are involved, we keep them reasonable, charge them at cost plus 10% and agree anything sizeable in writing first. We're in Western Australia and travel regularly, so we'll always try to line an onsite meeting up with a trip we're already making. When we do, you pay your share rather than the whole journey: everything spent getting to you and back in full, plus an equal share of whatever's shared with the other clients on the trip.

The 30-day guarantee

The guarantee covers the first coaching you buy from us. Tell us within 30 days from purchase, or from the start date if we've agreed one, and we'll refund you. For a multi-session pack, it ends once you use a second session. And for a retainer, it ends once any included workshop or planning day has been booked or delivered. If you buy coaching again later, the guarantee doesn't come with it, though we'd still want to hear if something isn't right.

If the people change

Coaching works best as an ongoing relationship between the same people. If something stops us continuing - illness, injury or the irregularity of a small company - we'll offer you an alternative coach. If a

named leader on a retainer leaves, you can nominate someone else, but since that's a new relationship, either of us can decide it isn't right. Either way, say so within 30 days of the first session with the new person. On a multi-session pack, we'll refund what you haven't used. On a retainer, we need 30 days' notice before it ends: sessions carry on through the notice period and we'll refund anything paid for the period beyond.

When neither of us can help it

If something outside both our control stops a session or anything else we've agreed going ahead, neither of us is in breach. We'll rebook as soon as we sensibly can, push out any expiry or retainer term to make room and each of us carries our own costs.

No automatic renewals

A retainer ends at 12 months with no automatic renewal. Apart from the guarantee and the changes above, either of us can end it with 60 days' notice: sessions continue through the notice period and we'll refund anything paid beyond it. If we've already delivered anything beyond the coaching itself, we'll deduct it at its standalone price from the refund. Either of us can end it immediately if the other becomes insolvent.

Privacy and what's ours

We regularly observe things that aren't public, like honest conversations and sensitive plans. These things stay confidential with us, during the work and after. We ask the same of you about how we work and we'll sign a non-disclosure agreement if you need one.

Anything we make for you is yours to use inside your organisation. The methods and materials we bring stay ours, since they're how we make our living and we keep the right to reuse what we learn in anonymous form.

Our responsibility

We take our work seriously. If something we do goes wrong, we'll put it right wherever we reasonably can. But outcomes also depend on your own effort, decisions and circumstances, and we work from what you tell us. We bring our full attention to every session, but we can't guarantee particular results and we're not responsible for the decisions you make or the actions you take during or after coaching.

Beyond that and to the maximum extent the law allows:

- Our total liability to you for anything arising out of or in connection with your coaching - in contract, in negligence or other tort, in equity, under statute or on any other basis - is limited in aggregate to the fees you've paid us for that coaching;
- We are not liable for indirect or consequential loss, including loss of profit, revenue, business or opportunity, anticipated savings or loss of or damage to data; and
- We are released from all liability unless you claim within 12 months of the arrangement ending.

Some guarantees under the Australian Consumer Law can't be excluded and nothing above tries to. Where those guarantees apply to services not of a kind ordinarily acquired for personal, domestic or household use or consumption, the law lets us limit what we owe you if we fail to meet one - and we do. For any such failure our liability is limited, at our option, to supplying the affected services again or paying the cost of having them supplied again.

If something's not right

If you're ever unhappy, or we are, we'd far rather talk than enter a formal process. So, pick up the phone. If we truly can't sort it, this agreement is governed by the law of Western Australia and we both submit to the exclusive jurisdiction of its courts.

The rest

This document and whatever set up your coaching - the checkout, an e-mail and/or a proposal - are the entire agreement between us for that coaching, and they override anything else, including a purchase order or its attached terms. If we need to change something, an exchange of e-mails is enough, one from each of us. We update these terms from time to time and the version that applies to you is the one current when you bought or when we agreed the work. If any part doesn't hold up, the rest still stands.