SARA KLANK

COACHING • WELLNESS • PURPOSE

Sara Klank Coaching Agreement

This Coaching Services Agreement ("Agreement") is made between:
Sara Klank, sole trader operating in Victoria, Australia ("Coach")
and
The participating client ("Client").
This Agreement commences on the date payment is received and is deemed accepted by the Client upon completion of payment.

1. NATURE OF COACHING SERVICES

1.1 The Coach agrees to provide coaching services to the Client for personal and/or professional development purposes.

1.2 Coaching is a collaborative, goal-oriented process designed to support the Client in achieving self-identified outcomes.

1.3 The Client acknowledges that coaching:

- Is not counselling, psychotherapy, psychology, medical treatment, financial advice or legal advice
- Does not diagnose or treat mental health disorders
- Is not a substitute for professional medical, psychological, legal, or financial services

1.4 The Client agrees to seek independent professional advice where appropriate.

2. CLIENT RESPONSIBILITY

2.1 The Client acknowledges that:

- They are solely responsible for their decisions, actions and results arising from coaching.
- Coaching may involve emotional reflection and personal development that may at times feel challenging.

2.2 The Client agrees to communicate honestly, be open to feedback, and actively participate in the coaching process.

2.3 The Client confirms they are over 18 years of age and legally capable of entering into this Agreement.

3. FEES AND PAYMENT

3.1 The total fee will be as agreed in writing prior to commencement of services.

3.2 Payment must be received prior to commencement of services unless otherwise agreed in writing.

3.3 If payment is not received, the Coach may suspend services until payment is made.

3.4 Where a Client has elected a payment plan and a scheduled payment is not received, the Coach reserves the right to suspend services until payment is made.

3.5 Fees are not refundable for change of mind.

3.6 Nothing in this clause limits the Client's rights under the Australian Consumer Law.

4. SESSIONS AND DELIVERY
4.1 Coaching sessions will be conducted via video conferencing.
4.2 Sessions are approximately 60 minutes in duration.
4.3 The schedule will be mutually agreed, with sessions delivered fortnightly across 12 weeks.
4.4 If the Client is more than 15 minutes late, the session may be considered cancelled.
4.5 The Coach may provide limited email or voice message support between sessions between Monday to Friday as part of the program.

5. CANCELLATION AND MISSED SESSIONS
5.1 The Client must provide at least 24 hours' notice to cancel or reschedule.
5.2 Sessions cancelled with less than 24 hours' notice may be forfeited at the Coach's discretion. The Coach will aim to accommodate genuine emergencies wherever possible.
5.3 If more than two sessions are missed with insufficient notice, the Coach may suspend services.
5.4 Either party may terminate this Agreement with two (2) weeks' written notice.
5.5 Where the Agreement is terminated early, unused sessions may be forfeited unless otherwise agreed.
5.6 Nothing in this clause limits the Client's rights under the Australian Consumer Law.

6. RECORDING AND USE OF TECHNOLOGY
6.1 The Client consents to sessions being conducted via electronic communication platforms.
6.2 With the Client's consent, sessions may be recorded for administrative purposes.
6.3 The Coach may use third-party software, including Artificial Intelligence tools, for note-taking, documentation, and administrative support.
6.4 The Client acknowledges that third-party providers may process or store information in accordance with their own privacy policies.
6.5 While reasonable steps are taken to protect confidentiality, the Coach is not responsible for breaches beyond her reasonable control.

7. CONFIDENTIALITY
7.1 The Coach will keep information shared by the Client confidential except:
- Where required by law
- Where there is a serious risk of harm to the Client or others
- For professional supervision (shared anonymously where possible)
- Where the information is already public or independently obtained

7.2 If the Coach reasonably believes there is a serious and imminent risk of harm, the Coach may contact emergency services or appropriate third parties.
7.3 The Client is responsible for ensuring privacy on their end during online sessions.
8. PRIVACY, RECORDING & DATA CONSENT
8.1 Acknowledgement of Privacy Policy
The Client acknowledges that they have been provided with, or have had access to, the Coach's Privacy Policy and understand how their personal information will be collected, used, stored and disclosed.

8.2 Collection of Personal and Sensitive Information
The Client acknowledges that during the course of coaching services, the Coach may collect personal information and sensitive information (including health and wellbeing information) that is reasonably necessary to provide coaching services.
The Client provides express consent to the collection and use of such information for the purpose of delivering coaching services and fulfilling professional and legal obligations.

8.3 Recording of Sessions
Coaching sessions will not be recorded without the Client's knowledge and consent.
Where the Client consents to recording for administrative or note-taking purposes:

- Recordings will be stored securely
- Access will be restricted
- Recordings will not be shared without consent unless required by law

The Client may withdraw consent to recording at any time by notifying the Coach in writing.

8.4 Use of Third-Party Platforms and Artificial Intelligence Tools
The Client acknowledges that the Coach may use third-party platforms and software, including video conferencing services, secure cloud storage providers, and Artificial Intelligence (AI) tools for:

- Note-taking
- Session transcription (if applicable)
- Administrative support
- Record management

The Client understands that these third-party providers may process or store personal information in accordance with their own privacy policies.

8.5 Overseas Disclosure
The Client acknowledges that some third-party service providers engaged by the Coach may store or process data on servers located outside Australia.
By entering into this Agreement, the Client expressly consents to the potential overseas disclosure of personal information for the purposes outlined in this Agreement.

8.6 Data Security and Risk Acknowledgement
The Coach takes reasonable steps to protect personal information from misuse, loss, unauthorised access, modification or disclosure.
However, the Client acknowledges that:

- No method of electronic transmission or storage is completely secure
- The Coach cannot guarantee absolute security of information transmitted electronically

8.7 Withdrawal of Consent
The Client may withdraw consent to the collection or use of personal information at any time, subject to legal or contractual limitations.
The Client acknowledges that withdrawing consent may impact the Coach's ability to provide services.

9. PROFESSIONAL STANDARDS
9.1 The Coach agrees to maintain professional and ethical standards consistent with recognised coaching bodies.
9.2 The Client acknowledges that outcomes are not guaranteed.

10. LIMITATION OF LIABILITY
10.1 Nothing in this Agreement excludes, restricts or modifies any rights or remedies the Client may have under the Australian Consumer Law or any other law that cannot be excluded.
10.2 To the maximum extent permitted by law, the Coach's liability for any claim arising out of or in connection with this Agreement is limited to:
(a) the re-supply of the services; or
(b) the cost of having the services re-supplied.
10.3 The Coach is not liable for indirect or consequential loss.

10.4 The Client acknowledges that coaching involves personal decision-making and agrees that they are responsible for the outcomes of their decisions.

11. INDEMNITY

The Client agrees to indemnify and hold the Coach harmless from any claims, liabilities, or losses arising from the Client's actions taken as a result of coaching, except to the extent caused by the Coach's negligence or breach of law.

12. FORCE MAJEURE

Neither party will be liable for delay or failure to perform obligations due to events beyond reasonable control, including illness, natural disasters, internet outages, or government restrictions.

13. GOVERNING LAW

This Agreement is governed by the laws of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of Victoria.

14. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or understandings.

By engaging in coaching services with Sara Klank, the Client acknowledges they have read and agree to the terms outlined in this Agreement.