**New Hat Thinking Coaching Agreement**

This Agreement is entered into by and between*: Name:* ***Soozi Parker*** and *Name:* ***SriRam Gopalan*** whereby Coach agrees to provide Coaching Services for Client

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.

**Coach-Client Relationship**

Coach agrees to maintain the ethics and standards of behavior established by the Association for Coaching (AC) Global Code of Ethics (<https://www.associationforcoaching.com/page/AboutCodeEthics>). It is recommended that the Client review the Code of Ethics and the applicable standards of behavior.

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.

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

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.

Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders 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.

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.

**Scheduling**

This coaching agreement is valid as of ***18th March 2021*.**

The sessions will be held approximately on a monthly basis.

The calls/meetings shall be a maximum length of 90 minutes.

Please reference the general Terms and Conditions for services provided by NHT

If the coaching relationship is not working for the client, they have the right to request a different coach which will be provided by New Hat Thinking.

**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 coach will initiate all scheduled sessions by sending out a virtual meeting request. If there is an issue with the virtual platform the client my then call the coach will initiate the call.

**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 AC 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 if 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 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.

Client Agrees *Insert Signature* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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.

**Cancellation and Rescheduling Policy**

Client agrees that it is the Client's responsibility to notify the Coach **5 working days in advance** of the scheduled calls/meetings if they wish to cancel and reschedule sessions. If less than 5 working days’ notice is given there the following fee applied:

Less than 5 working days’ notice 20% of fee will be invoiced

Less than 24hours notice full fee will be charged

No show at an arranged session full fee will be charged - Coach will wait for **15 minutes**, before the Client is noted as not turning up for the session.

Coach will attempt in good faith to reschedule the missed meeting.

**GDPR**

Please refer toNew Hat Thinking’s Privacy and Data handling Policy<https://newhatthinking.co.uk/privacy-policy/>

**Termination**

Either the Client or the Coach may terminate this Agreement at any time with **2 weeks** written notice. Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship. If the fee was paid in advance a refund will be considered proportionate to the remaining sessions, however, we reserve the right to withhold some or all of the monies paid to cover reasonable expenses in the event of termination. This does not affect your statutory rights.

**Limited Liability**

Except as expressly provided in this agreement, the Coach makes no guarantees or warranties, express or implied. In no event will the Coach be liable to the Client for consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach’s entire liability under this agreement, and the Client’s exclusive remedy, will be limited to the amount paid by the Client to the Coach under this agreement for all services rendered up until the termination date.

This is the entire agreement of the parties and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

Client Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_

Coach Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_