



Leading Dynamic Ltd Coaching Agreement

This Agreement is entered into by and between:

Coach Gary Buxton MBPsS, PCC, MBE Leading Dynamic Ltd Executive Coach	&	Client
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whereby Coach agrees to provide Coaching Psychology Services for Client focusing on the topics/results/outcomes/goals which are detailed through the Coaching Goals questionnaire that the client completes before the first session. Additionally, the coach will work with emergent areas as defined by the client throughout the coaching assignment.

Description of Coaching and Coaching Psychology:

- **Coaching is** a 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 maximise 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.
- **Coaching Psychology is** the scientific study and application of behaviour, cognition and emotion to deepen our understanding of individuals' and groups' performance, achievement and wellbeing, and to enhance practice within coaching.]

1) Coach-Client Relationship:

A. Coach agrees to maintain the ethics and standards of behaviour established by the International Coach Federation "(ICF)". www.coachfederation.org/ethics and The British Psychological Society's Division of Coaching Psychology: <https://www.bps.org.uk/news-and-policy/bps-code-ethics-and-conduct>. It is recommended that the Client review the respective Code of Ethics and the applicable standards of behaviour.

B. Client is solely responsible for creating and implementing his/her/their own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her/their 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.

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

D. Client acknowledges that coaching is a comprehensive process that may involve different areas of his/her/their 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.

E. Client acknowledges that coaching does not involve the diagnosis or treatment of mental health conditions as defined by the British Psychological Society and that coaching is not to be used as a substitute for counselling, 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.

F. 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.

2) Services:

The parties agree to engage in a **X month Coaching Programme**. Coach will be available to Client by e-mail, WhatsApp, text and voicemail in between scheduled meetings whereby the Coach will support the client flexibly, but that the time over and above the time allocated through this contract will not exceed **X hour(s)**. Coach may also be available for additional time, per Client's request on a **prorated basis rate of £Xph** (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours).

3) Schedule & Fees:

This coaching agreement is valid **as of X to X**. The fee is **£** which will be invoiced in advance. Invoices have 30 day payment terms.

The meetings shall be no less than **90 minutes, no more than 120 minutes**.

All coaching sessions must be delivered in the agreed window of time as specified above. Sessions not delivered in this window are charged at full rate. By written mutual agreement, both the coach and the client may extend the window of time for the delivery of the coaching sessions, but this cannot exceed 50% of the original agreement period.

The coaching agreement can be cancelled at anytime, and undelivered sessions (subject to the termination policy, Section 9) will be refunded.

4) Procedure:

The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time.

5) 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 ICF and BPS Code of Ethics. The Coach will not disclose the Client's name as a reference without the Client's consent, but the Coach may freely state that he is working with your organisation as a client which would include the use of your logo on his site. (www.garybuxton.co.uk)

Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued witness summons, or by court order to disclose; (f) is 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 (g) 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.



6) Release of Information:

1) The Coach engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) and BPS Credentials. That process requires the names and contact information of all Clients for possible verification by the ICF/BPS. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with ICF/BPS staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared.

Client Agrees _____ Client Refuses _____

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.

7) Cancellation Policy:

The client may cancel and move their coaching sessions with 1 week's notice with no charge for the coaching session, but will be liable for the travel expenses for the re-arranged session. Cancellations with less than 1 week are charged at the full rate.

8) Record Retention Policy:

The Client acknowledges that the Coach has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a digital format for a period of up to 12 months on conclusion of our last session. All data is encrypted at rest and in transit, using several strong encryption protocols. For additional security, the device used for coaching sessions includes biometric security and remote lock and wipe technologies. Where agreed, the coach will reconnect with the client six months after the conclusion of the last session to have a final check in on progress made. Following this session, all notes from sessions will be deleted unless that client indicates their preference for retention for future coaching engagements.

9) Termination Policy:

Either the Client or the Coach may terminate this Agreement at any time with 8 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. Terminations outside of the original coaching schedule (Section 3, Schedule and Fees) are charged at full rate.

10) Limited Liability:

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, 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, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through and including the termination date.

11) Entire Agreement:



This document reflects the entire agreement between the Coach and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Coach and the Client.

12) Dispute Resolution:

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover legal fees and court costs from the other party.

13) Severability:

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14) Waiver:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15) Applicable Law:

This Agreement is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

16) Binding Effect:

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

Please sign both copies and return one copy of this Client Agreement prior to the first scheduled coaching meeting. Retain one copy for your records and mail the other to:

Gary Buxton
hello@garybuxton.co.uk
Leading Dynamic Ltd

CLIENT:

Name/Title:

Signature:

Date:

COACH: Leading Dynamic Ltd, Company Number: 1202 4150, VAT Number: 411940131

Name/Title: Gary Buxton Executive Coach and Managing Director



Signature:

Date: