

COACHING AGREEMENT

This Agreement, dated and effective is entered into by and between:

GA (Bruno) Bruniquel (hereinafter the 'Coach').

And

..... (hereinafter the 'Client').

IT IS HEREBY AGREED as follows:

1. DEFINITIONS

- 1.1. 'APPLICABLE LAW' shall mean the laws of South Africa.
- 1.2. 'CONFIDENTIAL INFORMATION' shall mean information disclosed by Clients to the Coach. The Coach undertakes to keep all such information confidential, save if it is illegal or represents a conflict of interest with the Sponsor. The Client knows and accepts that the Coach is obligated to make such information known to the Sponsor (.....)
- 1.3. 'COACHING' shall mean the process through which the Coach by questioning and guidance assists the Client to achieve his goals and to be the best he can be. It is not advice (consulting); therapy or counselling. It is appropriate for individuals who are emotionally and psychologically healthy and who want to make changes in their lives so as to enable them to reach their full potential. Coaching may involve challenging discussions between the Coach and a Client to assist them to identify and address performance barriers which may impact on their personal development.
- 1.4. 'EFFECTIVE DATE' shall mean the date of this Agreement or from the date when the Coach began to perform any of the Services, whichever is the earlier.
- 1.5. 'ETHICAL STANDARD' shall mean the COMENSA Code of Ethics, which the Coach hereby agrees at all times to comply with.

2. COACHING PROGRAMME.

- 2.1. The Coach and Client agree that the purpose and goal of the coaching intervention shall be to assist the Client to improve his/her leadership and team building skills.
- 2.2. The Client understands and accepts that coaching is a two-way process which is dependent on the Client completing exercises and assignments aimed at self-development. The Client understands and accepts that s/he shall have primary responsibility for her/his own personal development.
- 2.3. The Coach may require the Client to undertake homework assignments. The Client hereby agrees to complete such assignments within the agreed timeframes.
- 2.4. The Client understands and agrees that if s/he is not getting what she needs from the coaching, s/he will notify the Coach so that the programme can be adjusted. Changes to the programme shall be subject to the agreement of the Client.
- 2.5. The coaching schedule shall consist of (5/10 one-hour sessions on dates to be agreed). By agreement, these sessions may be conducted electronically via Zoom.
- 2.6. It is agreed that the Client may seek telephonic advice from the Coach during business hours (08:00 to 17:00) during weekdays only.
- 2.7. Email correspondence between Coach and Clients shall be restricted to correspondence relating to making arrangements for meetings.
- 2.8. If, for any reason, the Coach or a Client is unable to attend a coaching meeting, forty-eight (48) hours' notice in writing (by email or SMS) must be given to the other party.

3. RESPONSIBILITIES & UNDERTAKINGS

- 3.1. The Coach and Client hereby undertake to be punctual and prepared for all coaching meetings.
- 3.2. The Client hereby understands and agrees that the Coach may challenge him/her in the event of there being inconsistencies between his/her statements and actions.

4. FEES

- 4.1. The Client agrees to pay the Coach an upfront payment of R..... excluding VAT for the coaching sessions.
- 4.2. This amount shall be paid by Electronic Funds Transfer into the Coach's bank account – Bank Name, Branch code, Account name, Account number before the commencement of coaching on (date).

4.3. If additional coaching is required, this will be done on an ad hoc basis and shall be charged for at an hourly rate of R..... excluding VAT.

5. The Client hereby agrees to refund the Coach for any costs of travelling or other expenses, providing the Client is advised of the cost and gives his/her consent.

6. DISPUTES

6.1. The Coach shall not be required or expected to provide legal, medical or other such advice but will, if appropriate, refer the Client to such professionals. The Coach shall not be liable in respect of any claim arising out of such referrals or for advice and guidance provided to Clients.

6.2. In the event of a dispute arising between a Client and the Coach, the dispute may be referred to arbitration by an arbitrator appointed by Comensa.

7. TERMINATION

7.1. The contract shall in the normal course of events terminate on

7.2. The contract may however, be terminated for good reason by the Client or the Coach by giving the other party 30 days' notice.

8. NOTICES

8.1. Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or fax to such Party at the following address:

For the Client : PO Box
Telephone number :
Cellphone number :
E-mail address :
Attention :

For the Coach : PO Box 696 Umdloti Beach, 4023
Telephone number : (031) 568 2380
Cellphone number : 083 226 3379
E-mail address : bruno@bruniquel.co.za
Attention : Mr G.A. Bruniquel

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the date first above written.

SIGNED at _____ on this _____.

By the Client (.....)

Signature: _____

SIGNED at _____ on this _____.

For and on behalf of the Coach (GA Bruniquel) Bruno Bruniquel Enterprises cc

Signature: _____