



The Open Mind Institute

MINDSET & PERFORMANCE COACHING AGREEMENT

I, (name)....., of (address).....
hereby agree to the following terms and conditions in relation to my coaching package with The Open Mind Institute (TOMI):

- 1. Coach & Client Relationship:** As your coach, TOMI agrees to maintain the ethics and standards of behaviour established by the ICF (International Coach Federation) [www.coachfederation.org/ethics].
 - 1.1 As a client, I understand and agree that I am fully responsible for my well-being during my coaching sessions, including my choices and decisions. I recognise that coaching is not psychotherapy and that professional referrals may be given.
 - 1.2 I understand that the “mindset & performance coaching programs” involve a relationship with my coach designed to facilitate the creation and development of personal, professional and/or business goals and that I will be required to carry out *Call to Action* directions for achieving those goals.
- 2. Services:** I understand that TOMI's coaching programs are a comprehensive process that may involve all areas of my life, including work, finances, health, relationships, education and recreation. I acknowledge that decisions made in these areas are exclusively my own and take full responsibility for them.
 - 2.1 I understand that this coaching service does not treat mental disorders and is not a substitute for counselling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment and I will not use it in place of any form of therapy.
 - 2.2 I confirm that if I am currently in therapy or otherwise under the care of a mental health professional, that I have consulted with them in regard to working with a TOMI coach and that this person is aware of my decision to proceed with the coaching relationship.
 - 2.3 The parties agree to engage in the coaching duration period stipulated in the relative coaching package, i.e. *either 8, 16 or 26 weeks*. Coaching sessions will be for one hour in duration and are conducted either in-person or via a digital video platform at a mutually agreed upon time. Your coach will also be available for additional time via telephone in accordance with your specific program details.
- 3. Cancellation, Refund & Termination Policy:** It is the client's responsibility to notify the coach 48 hours in advance of the session in regard to any cancellation. The parties will attempt to reschedule the missed session in good faith.
 - 3.1 If I withdraw from my coaching package within the first 30 days for any reason, I will be entitled to a refund, minus a \$50 administration fee and any sessions that have already been delivered. No refunds will be offered if I decide to withdraw from the coaching package after the first 30 days.
 - 3.2 Either the client or coach may terminate this Agreement at any stage with 2 weeks written notice, with the client agreeing to compensate TOMI for all coaching services rendered through and including, up to the effective date of termination of the coaching relationship.
- 4. Confidentiality:** I understand that all of the information I disclose during my coaching sessions will remain strictly confidential unless I state otherwise, in writing or except as required by law.
- 5. Limited Liability:** I understand that TOMI's coaching is not to be used in lieu of professional guidance of legal, medical, financial, business or other matters. I understand that all decisions in these areas are exclusively my own and acknowledge that my decisions and actions in this regard are solely my responsibility and absolve TOMI and its coaches from any liability that may arise.

Client Signature: _____ Date: _____