

# Sample Coaching Agreement

**Coach:** Tim HJ Rogers

**Client:**

**Email Address:**

## **Aims/Objectives:**

The role of the mentor will be to guide, advice, direct and manage individuals who are going through divorce, separation and child contact issues. The Coach will teach, advise and support fathers who are struggling with the impact of this matter, helping them to make the best decisions for their children. During this process The Coach will continue to encourage, uplift and motivate the father. Supporting him with his mental wellbeing to stay focused on regaining his relationship with his children.

## **One-to-one mentoring and advocacy**

1. The Coach will support and advocate fathers and their families through the separation process.
2. The Coach will mentor fathers within the community on a 1-2-1 basis by helping them to become their better selves.
3. The Coach will support clients with documents by helping them to understand and complete these documents correctly before signing or handing these forwards to the relevant agencies.
4. The Coach will support and mentor clients in writing effective emails to other agencies and guide them when receiving emails. You may explain the email received and help the client to understand and absorb the full content of what is written.
5. The Coach will act as an advocate with your client by attending professional meetings for support and in some cases be their voice.
6. The Coach will offer emotional support on a 1-2-1 basis and this will be via telephone or face to face within the community.
7. If you cannot offer the support needed for your client The Coach will find the relevant persons that can support your client and signpost them to the relevant agency. This may be legal aid, alcohol & drug services or adult mental health etc.
8. The Coach will support fathers and help them in understanding their rights and responsibilities with their children.
9. The Coach will complete action plans with your clients and guide them using Maslow's Hierarchy of needs. Supporting them in reaching their full potential.

## **McKenzie Friend**

1. The Coach will support your client throughout family proceedings and offer them both emotional support and structured advice in the best interest of the children.
2. The Coach will attend court proceedings and your aim is to lower conflict with your client and guide him in making the best decisions for his children.
3. The Coach will learn the role of the McKenzie Friend and work with other parties/agencies within the family court.
4. The Coach will keep records of all face-to-face meetings and telephone conversations. These records will be factual and precise. The Coach will deal with your day-to-day admin of the charity.

## **Working together with other agencies**

1. The Coach will be supporting child contacts between parents. Working with JFCAS and other agencies where needed.

2. The Coach will work with other agencies on courses and you may be called to run these courses.
3. The Coach will work with The Bridge and refer any mothers who come through your caseload to work together and lower conflict between parents.
4. The Coach will be raising awareness of this family matter, the impact it has on families and the community.
5. The Coach will build a solid relationship with other charities/agencies.

**Location:**

The Coaching to be delivered via in-person, internet (using Zoom, MS-Teams, or Google-Hangouts), telephone meetings, but always subject to the Client preferences and needs.

This arrangement may be renewed, extended or terminated by mutual agreement in accordance with the Coaching Contract Terms and Conditions set-out below.

**Recording:**

The Coach engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) credentials. Subject to prior agreement with the Client, the coach may record (audio/visual) a coaching conversation for the purposes of ICF education, supervision, or oversight. Any such recording will be held secure and only for the stated purpose. We generally use Zoom or <https://otter.ai/> for this purpose.

The Coach will be responsible for:

- Time keeping of the session
- Helping the client to set personal or professional goals that are meaningful, challenging and sustainable
- Working with the client to find and use strategies to achieve those goals
- Regularly reviewing with the client to ensure focus and progress are maintained
- Offering the client valuable observations to share what they are seeing, hearing or feeling
- Asking powerful questions to facilitate the client's progress
- Exploring actions for the client to take to further their progress
- Enabling the client to see things from a different perspective
- Encouraging, supporting and "being" with the client throughout the coaching relationship
- Maintaining confidential the content of the coaching sessions (within the limits of the law) and appropriately secure under the Data Protection Act
- Monitoring ethical issues of coaching that may occur
- Co-creating a positive learning relationship, encompassing respect, encouraging autonomy and enhancing the coaching experience
- Ensuring a high level of professionalism in all interactions

The Client will be responsible for:

- Attending scheduled coaching sessions on time and understanding that a session will be shortened accordingly as a result of late arrival
- Working with the coach to develop appropriate coaching goals and strategies that will enable them to achieve those goals.
- Approaching the coaching sessions with an open mind and a willingness to engage in the process.
- Understanding that their progress will be greatly enhanced by appropriate preparation in advance of the coaching sessions and by allowing some time for any relevant actions in between sessions.

- Letting the Coach know what is/isn't working in the coaching partnership.
- Ensuring they are in an appropriate, quiet and private location for their coaching session.
- Co-creating a positive learning relationship, encompassing respect, encouraging autonomy and enhancing the coaching experience.

## Terms And Conditions

This Agreement is entered into by and between: Tim HJ Rogers (Coach) and Client whereby Coach agrees to provide Coaching Services for Client focusing on the topics /results /outcomes /goals outlined in the Coaching Contract.

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.

### 1) Coach-Client Relationship

**A.** Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation (ICF) ([coachfederation.org/ethics](http://coachfederation.org/ethics)). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.

<https://coachfederation.org/code-of-ethics>

**B.** 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.

<https://coachfederation.org/app/uploads/2018/06/Whitepaper-Client-Referral-June-2018.pdf>

**C.** Client further acknowledges that he/she 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 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.

**E.** 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 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 Coaching Sessions as outlined the Coaching Contract. The Coach will be available to Client by e-mail and voicemail in between scheduled meetings using contact details below. Coach may also be available for additional time, per Client's request on a prorated basis of the Volume Discounted Rate (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours)

## **3) Schedule and Fees**

As noted in the Coaching Contract

## **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. The Client will initiate all scheduled calls and will call the Coach at the following number for all scheduled meetings 07797762051 or via email to TimHJRogers@JamesArk.com to set-up Skype, Zoom, Teams, WhatsApp, Facetime, Messenger or Google Hangouts call If The Coach will be at any other number for a scheduled call, Client will be notified prior to the scheduled appointment 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 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: (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 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**

The Coach engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) credentials. That process requires the names and contact information of all Clients for possible verification by ICF. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with ICF 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.

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.

Additionally, subject to prior agreement with the Client, the coach may record (audio/visual) a coaching conversation for the purposes of continuing education pursuing and/or maintaining ICF (International Coach Federation) credentials.

### **7) Cancellation Policy**

Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled calls/meetings. Coach reserves the right to bill Client for a missed meeting. Coach will attempt in good faith to reschedule the missed meeting.

### **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 format of the Coach's choice (print or digital/electronic) for a period of not less than 1 year after the termination of the coaching agreement.

### **9) Termination**

Either the Client or the Coach may terminate this Agreement at any time with one\_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.

### **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 attorney's 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 shall be governed and construed in accordance with the laws of Jersey, without giving effect to any conflicts of laws provisions.

#### **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 [Tim@JamesArk.com](mailto:Tim@JamesArk.com)

# Data Protection

## Our Contact Details

Name: Tim HJ Rogers (Coach)  
E-mail: Tim@JamesArk.com

## What Type Of Information We Have

- Personal identifiers, contacts and characteristics (for example, name and contact details)
- The Coach engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by ICF. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with ICF 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.
- 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.

## How We Get The Information And Why We Have It

- Most of the personal information we process is provided to us directly by you in relation to the Coaching Services (as outlined in Coaching Agreement)

## The Lawful Bases We Rely On For Processing This Information

- We have a contractual obligation (as part of the Coaching Agreement)
- We have a legitimate interest to pursuing and/or maintaining ICF (International Coach Federation) Credentials

## What We Do With The Information We Have

- We use the information that you have given us in order to fulfil the Coaching Services (as outlined in Coaching Agreement)
- We may share this information (anonymously and hypothetically) with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

## How We Store Your Information

- Your Coaching Services (as outlined in Coaching Agreement) information is securely stored.
- The choice of medium for electronic communication is yours. You as the Client should choose which-ever platform you feel most comfortable with [eg Skype, Zoom, Teams, WhatsApp, Facetime, Messenger or GoogleHangouts] noting the security, confidentiality and features that they provide.
- We keep Coaching Services data for up to 1 year after termination of the coaching agreement. We will then secure dispose your information by shredding paper data and deleting electronic data.

- We may keep anonymous and hypothetical data (not attributable to you) for longer for coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

## **Your Data Protection Rights**

Under Data Protection Law, You Have Rights Including:

- Your right of access - You have the right to ask us for copies of your personal information.
- Your right to rectification - You have the right to ask us to rectify information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.
- Your right to erasure - You have the right to ask us to erase your personal information in certain circumstances.
- Your right to restriction of processing - You have the right to ask us to restrict the processing of your information in certain circumstances.
- Your right to object to processing - You have the right to object to the processing of your personal data in certain circumstances.
- Your right to data portability - You have the right to ask that we transfer the information you gave us to another organisation, or to you, in certain circumstances.

You are not required to pay any charge for exercising your rights. If you make a request, we have four weeks to respond to you.

Please contact us at [TimHJRogers@gmail.com](mailto:TimHJRogers@gmail.com) if you have any queries or concerns or wish to make a request.

You can also complain to the Jersey Office of the Information Commissioner (JOIC) if you are unhappy with how we have used your data.

JOIC's address:  
2nd Floor  
5 Castle Street  
St. Helier  
Jersey  
JE2 3BT  
[enquiries@jerseyoic.org](mailto:enquiries@jerseyoic.org)  
+44 (0) 1534 716530