

## **Executive Coaching Centre Terms and Conditions**

### CONFIDENTIAL INFORMATION

Both the Executive Coaching Centre and the client shall keep confidential any information used in the services provided which is not generally available to the public and shall not disclose any confidential information to any person not involved in the provision of the project. Confidential information shall remain the property of the party that supplied it.

### INTELLECTUAL PROPERTY

Both parties acknowledge that the Intellectual Property, as constituted by rule of law in New Zealand, which is exclusively owned or used under authorisation by either party will remain the exclusive Intellectual Property of that party. The party who gains access to such Intellectual Property will not copy, alter, modify, reproduce or permit any other person to do the same.

### TERMINATION AND DISPUTE RESOLUTION

Either party may terminate the work set out in this proposal with written notice of one month. A mutually agreeable arbitrator whose recommendation shall be final shall resolve any disagreements between the parties.

### RESPONSIBILITIES

It is acknowledged and agreed that the client is solely responsible for any decisions and actions taken in relation to your organisation and you, as client, agree that the Executive Coaching Centre shall not be held liable for any losses or damages which may be sustained by you, your organisation, or any other parties, arising from the provision of these services. In any event, any liability that is found owing is limited to the total fees paid to the Executive Coaching Centre for my services.

### PROFESSIONAL FEES

The final fee for this work will be determined by the exact amount of time required in the consulting, training, coaching or other work process. The hourly rate for preparation and delivery of consulting, training, coaching or other sessions is NZ\$500.00. All fees are billed monthly in arrears and are GST exclusive. Travel time is charged at half rates and mileage is charged at NZ\$1.00 per kilometre. Any disbursements approved by you are charged at cost. All bills should be paid within 30 days of the invoice date. CPI increases apply to all fees as from 1 April each year. Appointments cancelled without 24 hours' notice can be charged in full.

### SERVICE QUALITY GUARANTEE

I guarantee complete client satisfaction with the services that I provide. If you are not completely satisfied with my services, I will at your request, refund all professional fees, or a portion of these fees that reflects your level of satisfaction. This guarantee is valid for one month following the issuing of any invoice.

Iain McCormick  
Executive Coaching Centre Ltd  
1 January 2017