

Coaching Services Terms

CoachingPen Coaching Services Terms

Effective Date: 1 April 2026

Last Updated: 15 April 2026

1. Introduction

These Coaching Services Terms apply to coaching services provided by CoachingPen, whether delivered online, by video call, by phone, in person, or through another agreed format.

These terms should be read together with our Terms of Use, Privacy Notice, Refund and Cancellation Policy, and any proposal, package terms, or written agreement provided for a specific coaching engagement.

2. Nature of Coaching Services

CoachingPen provides coaching as a professional developmental service intended to support reflection, insight, accountability, leadership growth, and personal or professional development.

Coaching is not a substitute for medical, psychological, psychiatric, legal, financial, or other regulated professional advice or treatment.

3. No Guaranteed Outcome

CoachingPen does not guarantee any specific outcome, promotion, business result, performance improvement, revenue increase, or personal result from coaching services.

The value and outcome of coaching depend on many factors, including the client's participation, commitment, context, decisions, and follow-through.

4. Client Responsibility

The client remains responsible for:

- decisions made before, during, or after coaching;
- actions taken or not taken based on coaching discussions;
- implementing insights, plans, or strategies arising from coaching; and
- seeking specialist or emergency support where appropriate.

5. Booking and Scheduling

Coaching sessions are provided by appointment.

Session dates, times, format, duration, and package structure will be as stated at the time of booking, proposal, or agreement, or as otherwise confirmed in writing.

6. Rescheduling and Cancellation

Requests to reschedule should be made as early as reasonably possible.

CoachingPen may allow rescheduling at its discretion, particularly where reasonable notice is given and alternative scheduling is operationally feasible.

Missed appointments, late cancellations, or no-shows may be treated as used sessions and may not be refundable.

7. Fees and Payment

Fees, package prices, and payment timing will be stated at the time of booking or proposal.

Unless otherwise agreed in writing, payment must be made in accordance with the stated payment terms before services are delivered.

8. Package Validity

Where coaching is sold as a package, the package may be subject to a stated use period, expiry date, or scheduling window.

Unused sessions may expire if they are not used within the applicable validity period, unless otherwise agreed in writing.

9. Confidentiality

CoachingPen will treat coaching communications with appropriate professional care and confidentiality, subject to applicable law, operational needs, safety considerations, and any lawful disclosure requirement.

We may retain limited administrative records relating to bookings, service delivery, payments, and professional service management.

10. Notes and Records

CoachingPen may retain limited notes, scheduling records, session history, or administrative records reasonably necessary for service delivery, follow-up, quality management, recordkeeping, and compliance.

Any personal data will be handled in accordance with our Privacy Notice.

11. Boundaries of Service

CoachingPen may decline, suspend, or terminate coaching services where:

- the service requested falls outside the agreed coaching scope;

- the client behaves abusively, unlawfully, or inappropriately;
- payment obligations are not met;
- continued engagement is not appropriate, practical, or safe; or
- a conflict, compliance issue, or other legitimate concern arises.

12. Intellectual Property

Any materials, worksheets, templates, tools, or content provided by CoachingPen as part of coaching remain the intellectual property of CoachingPen or the relevant rights holder unless otherwise stated.

They may not be copied, sold, redistributed, or used commercially without prior written permission.

13. Liability

To the fullest extent permitted by law, CoachingPen's total liability arising from coaching services will not exceed the amount paid for the relevant coaching service or package giving rise to the claim.

Nothing in these terms is intended to exclude or restrict any liability, rights, guarantees, or remedies that cannot lawfully be excluded.

14. Governing Law

These Coaching Services Terms are governed by the laws of Malaysia.

15. Contact

If you have questions about coaching services, please contact:

Coachingpen Services

Email: support@coachingpen.com

Website: www.coachingpen.com