



Terms of Service

Platform Terms of Use — CoachNest Marketplace

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1. Introduction and Acceptance

These Terms of Service (“Terms”) govern access to and use of the website, mobile applications, and related services (together, the “Platform”) operated by CoachNest (Pty) Ltd, a company registered in the Republic of South Africa under registration number 2026/514340/07 (“CoachNest”, “we”, “us”, or “our”).

By creating an account, browsing, or otherwise using the Platform, you (“User”, “you”) agree to be bound by these Terms, our Privacy Policy, and any additional terms referenced herein, including the Client Terms & Conditions, Refund and Cancellation Policy, and, if you register as a coach, the Coach Independent Contractor Agreement. If you do not agree, you must not use the Platform.

These Terms constitute an electronic agreement concluded in accordance with the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”) and are legally binding.

2. What CoachNest Is — and Is Not

CoachNest operates a two-sided online marketplace that connects independent sports coaches and personal trainers (“Coaches”) with athletes, parents, schools, clubs, and other individuals seeking coaching services (“Clients”).

CoachNest facilitates introductions, manages the booking workflow, processes payments, and provides customer support and dispute resolution assistance. CoachNest does not employ Coaches, does not itself provide coaching services, and is not a party to the coaching agreement formed between a Coach and a Client when a booking is confirmed. That agreement is between the Coach and the Client alone.

Coaches are independent, self-employed service providers who determine their own prices, availability, and manner of delivering coaching services. Nothing in these Terms creates an employment, agency, partnership, or joint venture relationship between CoachNest and any Coach or Client.

3. Eligibility and Accounts

To use the Platform, you must be at least 18 years old, or you must be the parent or legal guardian of a minor and are registering and booking on that minor's behalf and taking responsibility for the booking.

You must provide accurate, current, and complete information when creating an account and keep it up to date.

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You must notify us immediately of any unauthorised use of your account.

4. Coach Verification

Coaches may create a public profile immediately on registration. New Coaches appear in search results without a verification badge until CoachNest reviews supporting documentation, which may include identification, coaching qualifications, certifications, or proof of experience.

A “Verified Coach” badge indicates that CoachNest has reviewed submitted documentation — it is not a guarantee, warranty, or endorsement of a Coach's competence, conduct, or the outcome of any coaching session. Clients are responsible for making their own assessment of a Coach's suitability.

5. Bookings

Bookings follow a standard workflow: a Client submits a booking request to a Coach; the Coach accepts or declines; if accepted, the Client completes payment; once payment succeeds, the booking is confirmed and both parties receive each other's contact details to finalise arrangements; the session takes place; the Coach marks the session complete; and both parties may leave a review.

A booking is confirmed only once a Coach has accepted the request and the Client has successfully completed payment. Before that point, neither party is obligated to attend or perform the session.

6. Fees

In addition to a Coach's advertised session price, CoachNest adds a Booking Fee, which is shown to the Client at checkout before payment is completed. The Coach always receives 100% of their advertised coaching fee — CoachNest does not deduct any commission from the amount paid to the Coach. Fees are described in further detail in our Refund and Cancellation Policy.

CoachNest is a registered VAT vendor, and all fees charged by CoachNest are inclusive of VAT at the applicable rate.

CoachNest reserves the right to change its fees or introduce new fees on reasonable prior notice to Users. Continued use of the Platform after such notice constitutes acceptance of the revised fees.

7. Cancellations, No-Shows, and Refunds

Cancellations, late arrivals, no-shows, and refund eligibility are governed by our Refund and Cancellation Policy, which forms part of these Terms. In summary: Clients cancelling more than 12 hours before a session receive a full refund; cancellations within 12 hours of a session are not refunded and the Coach is paid in full; Coach cancellations and Coach no-shows entitle the Client to a full refund.

8. Reviews

Only Users who have completed a confirmed booking may leave a review of the other party. Reviews must be honest, relevant, respectful, and based on personal experience, and must not contain offensive language, false allegations, personal attacks, confidential information, or discriminatory content. CoachNest may remove or edit reviews that breach this standard and may restrict accounts that misuse the review system.

9. Platform Rules and Prohibited Conduct

All Users must treat others respectfully, communicate honestly, honour confirmed bookings, and act professionally. The following conduct is prohibited on the Platform:

- Harassment, intimidation, threats, or abusive language
- Hate speech or unlawful discrimination
- Spam or unsolicited advertising
- Impersonating another person or creating fake accounts
- Sharing false information or misusing the review system
- Attempting payment fraud
- Encouraging or completing bookings outside the Platform to avoid the Booking Fee (see clause ten below)

Depending on the severity of a breach, CoachNest may issue a warning, remove content, restrict account features, suspend the account, or permanently terminate the account. Serious breaches may result in immediate action without prior warning.

10. Anti-Circumvention

Users may not use the Platform to identify one another and then intentionally complete future bookings outside the Platform in order to avoid the Booking Fee. This includes sharing contact details before payment, requesting direct or cash payment, moving future bookings off-Platform, or advertising external booking links.

Where circumvention is confirmed, CoachNest may issue a formal warning, suspend or permanently remove the User from the Platform, remove Coach verification, cancel future bookings, and, where permitted by law, seek recovery of unpaid Booking Fees and any reasonable costs incurred as a result of the breach. Users may appeal an enforcement decision by submitting additional information for review by CoachNest management.

11. Assumption of Risk

Sports coaching and physical training carry an inherent risk of injury. By booking or providing a coaching session through the Platform, Clients and Coaches each acknowledge and accept the risks ordinarily associated with the relevant sport or physical activity, including the risk of physical injury, and confirm that they (or, where applicable, the minor participant) are medically fit to participate.

Nothing in this clause excludes any liability that cannot lawfully be excluded, including liability for gross negligence, under the Consumer Protection Act 68 of 2008 (“CPA”).

12. Disclaimers and Limitation of Liability

The Platform is provided on an “as is” and “as available” basis. CoachNest does not warrant that the Platform will be uninterrupted, error-free, or secure, and does not warrant or guarantee the quality, safety, legality, or outcome of any coaching service provided by a Coach.

To the maximum extent permitted by law, CoachNest's aggregate liability to any User arising out of or in connection with the Platform or these Terms is limited to the total Booking Fees paid by or attributable to that User in the six months preceding the event giving rise to the claim. Nothing in these Terms limits or excludes liability that cannot lawfully be limited or excluded under the CPA or any other applicable law, including liability for gross negligence, death, or personal injury caused by CoachNest's own negligence.

CoachNest is not liable for the acts or omissions of Coaches or Clients, who act as independent parties to their own coaching arrangement.

13. Indemnity

You agree to indemnify and hold CoachNest harmless against any claims, losses, damages, liabilities, and costs (including reasonable legal fees) arising from your breach of these Terms, your use of the Platform, or your conduct in connection with a coaching session, to the extent permitted by law.

14. Intellectual Property

The Platform, including its software, design, trademarks, and content (excluding User-submitted content), is owned by or licensed to CoachNest and is protected by applicable intellectual property laws. Users may not copy, modify, distribute, or create derivative works from the Platform without prior written consent.

By submitting content to the Platform (including profile information, photographs, and reviews), you grant CoachNest a non-exclusive, royalty-free, worldwide licence to use, display, and reproduce that content for the purpose of operating and promoting the Platform.

15. Suspension and Termination

CoachNest may suspend or terminate a User's account for breach of these Terms, suspected fraud, or as otherwise described in these Terms. Users may close their account at any time by contacting CoachNest, subject to the completion of any confirmed bookings and outstanding payments.

16. Privacy

CoachNest's collection and use of personal information is described in our Privacy Policy, which forms part of these Terms and is compliant with the Protection of Personal Information Act 4 of 2013 (“POPIA”).

17. Dispute Resolution

Where a dispute cannot be resolved between Users directly, CoachNest may investigate using booking records, Platform messages, payment history, and evidence submitted by either party, and may make a decision including approving or declining a refund, issuing a warning, or suspending an account. Users are encouraged to attempt to resolve disputes with CoachNest informally before pursuing formal legal action.

18. General

These Terms are governed by the laws of the Republic of South Africa. The parties submit to the non-exclusive jurisdiction of the courts of South Africa.

If any provision of these Terms is found unenforceable, the remaining provisions continue in full force. CoachNest's failure to enforce a provision is not a waiver of its right to do so later. These Terms, together with the documents they incorporate by reference, constitute the entire agreement between the User and CoachNest regarding use of the Platform.

CoachNest may update these Terms from time to time. Material changes will be notified to Users through the Platform or by email, and continued use of the Platform after the changes take effect constitutes acceptance of the updated Terms.

19. Contact

Questions about these Terms can be directed to CoachNest at coachnestt@gmail.com.