



Coach Independent Contractor Agreement

Terms Governing Coaches' Use of the CoachNest Marketplace

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1. Parties and Purpose

This Agreement is between CoachNest (Pty) Ltd, registration number 2026/514340/07 ("CoachNest"), and the individual or entity registering as a coach on the Platform ("Coach"). It governs the Coach's use of the CoachNest marketplace to advertise and deliver independent coaching services to Clients. It supplements, and should be read together with, CoachNest's Terms of Service.

2. Independent Contractor Status

The Coach is an independent contractor and is not an employee, agent, worker, or partner of CoachNest. Nothing in this Agreement creates an employment relationship, and the Coach is not entitled to any employment benefits from CoachNest, including leave, notice pay, or contributions to any employee benefit or retirement fund.

Consistent with the "dominant impression" test applied by South African courts and the CCMA in distinguishing employees from independent contractors, the Coach acknowledges and agrees that:

- The Coach determines their own coaching prices and decides, in their sole discretion, whether to accept or decline any booking request
- The Coach sets and controls their own working hours, availability, and coaching methods
- The Coach supplies their own equipment, coaching materials, and, where applicable, venue arrangements
- The Coach may provide similar services to clients found outside the Platform and is not restricted to working exclusively through CoachNest
- The Coach bears the commercial and financial risk of their own coaching business, including the risk of not being booked
- CoachNest does not direct, supervise, or control the manner in which the Coach delivers a coaching session

Because this Agreement reflects a genuine independent contractor relationship, the Coach is responsible for their own tax affairs, including registration with and payment of any income tax, provisional tax, or VAT (where applicable) owed to the South African Revenue Service. CoachNest does not withhold PAYE from amounts paid to the Coach.

3. Onboarding and Verification

The Coach may be asked to provide government-issued identification, coaching qualifications, professional certifications, proof of coaching experience, and a profile photograph matching the submitted identification. CoachNest may request further information before approving a verification application and may periodically request updated documentation.

The Coach warrants that all information and documentation submitted to CoachNest is true, accurate, and current, and undertakes to promptly update any qualification, certification, or identification document that expires or changes.

The Coach is solely responsible for holding any licence, qualification, or registration required by law or by a relevant sporting body to provide the coaching services they offer, and for maintaining adequate personal or professional indemnity and liability insurance appropriate to their coaching activities. CoachNest does not verify or guarantee that a Coach holds such insurance.

4. Role of the Platform

CoachNest provides the technology platform, booking workflow, payment processing, customer support, and dispute resolution assistance described in the Terms of Service. CoachNest is not a party to, and assumes no responsibility for, the coaching services delivered by the Coach. The coaching agreement is formed directly between the Coach and the Client at the point a booking is confirmed.

This is a non-exclusive arrangement. CoachNest may onboard other coaches offering similar or competing services, and the Coach may use other platforms or channels to find clients, subject to clause 7 (Anti-Circumvention) below.

5. Fees and Payment

The Coach sets their own coaching fees for each session or service offered through the Platform. CoachNest does not determine, negotiate, or control the Coach's pricing.

In addition to the Coach's advertised fee, CoachNest charges the Client a separate Booking Fee, which is clearly displayed at checkout before payment is completed. The Booking Fee is retained by CoachNest in consideration for providing and maintaining the Platform, including payment processing, booking management, customer support, dispute resolution, fraud prevention, and related platform services.

The Coach receives 100% of their advertised coaching fee. CoachNest does not deduct any commission or service fee from the Coach's advertised coaching fee.

CoachNest is a registered Value-Added Tax (VAT) vendor. Where the Coach is also registered for VAT, the Coach remains solely responsible for accounting for, collecting, reporting, and remitting any VAT payable in respect of their coaching services, as well as complying with all applicable tax laws and regulations. CoachNest does not provide tax, accounting, or legal advice, and Coaches are encouraged to seek independent professional advice where necessary.

CoachNest aims to release payment to the Coach within 24 hours after a coaching session has been marked as completed. Payouts are processed on a weekly cycle every Wednesday, covering eligible coaching sessions completed between the preceding Tuesday and Tuesday.

CoachNest may delay, withhold, or suspend a payout where reasonably necessary, including where:

- a booking is subject to an active dispute;
- fraudulent or suspicious activity is suspected;
- a payment has been reversed or charged back;
- banking details require verification or correction;
- required identity or compliance checks have not been completed; or
- CoachNest is required to do so by law or by its payment service provider.

The Coach is responsible for ensuring that all banking information provided to CoachNest is accurate, complete, and kept up to date. CoachNest shall not be responsible for delays or failed payments resulting from inaccurate, incomplete, or outdated banking information supplied by the Coach.

The Coach is solely responsible for issuing any invoices, receipts, tax invoices, or other tax documentation required by applicable law in respect of amounts earned through the Platform, and for maintaining accurate financial and tax records relating to their coaching business.

All amounts displayed on the Platform are in South African Rand (ZAR) unless otherwise stated.

6. Coach Obligations

The Coach agrees to:

- Maintain an accurate and up-to-date profile, including pricing and availability
- Respond to booking requests promptly, and honour accepted bookings
- Arrive on time and deliver coaching services professionally and safely
- Maintain any qualifications, certifications, or registrations required to lawfully provide the coaching services offered
- Communicate respectfully with Clients and other Platform users
- Comply with all applicable laws, including those relating to child safety where coaching minors

The Coach is solely responsible for the quality, safety, and delivery of the coaching services they provide, and for any advice, instruction, or programme given to a Client.

7. Anti-Circumvention

The Coach agrees not to use the Platform to identify a Client and then intentionally direct future bookings with that Client outside the Platform in order to avoid the Booking Fee, including by sharing contact details before payment, requesting direct or cash payment, or advertising external booking

arrangements to Clients met through CoachNest. This clause does not prevent a Coach from working with clients who did not originate from the Platform.

Where circumvention is confirmed, CoachNest may take the enforcement steps described in the Terms of Service, including suspension, removal of verification, and recovery of unpaid Booking Fees and reasonable related costs where permitted by law.

8. Confidentiality

Each party agrees to keep confidential any non-public information disclosed by the other in connection with this Agreement, including Client personal information accessed through the Platform, and to use such information only for the purpose of delivering or receiving coaching services.

9. Intellectual Property

The Coach retains ownership of the original coaching content, programmes, and materials they create. By posting content to the Platform (including profile photographs, biographies, and descriptions), the Coach grants CoachNest a non-exclusive, royalty-free, worldwide licence to display and reproduce that content for the purpose of operating and promoting the Platform.

10. Indemnity and Liability

The Coach indemnifies CoachNest against any claim, loss, or liability arising from the Coach's provision of coaching services, including any injury to a Client, to the extent caused by the Coach's own act, omission, or negligence.

CoachNest's liability to the Coach is limited as set out in the Terms of Service. Nothing in this Agreement excludes liability that cannot lawfully be excluded under the Consumer Protection Act 68 of 2008 or any other applicable law.

11. Term and Termination

This Agreement remains in effect for as long as the Coach maintains an active account on the Platform. Either party may terminate this Agreement at any time; the Coach may do so by closing their account, and CoachNest may do so in accordance with the Terms of Service (including for breach of this Agreement, repeated cancellations or no-shows, or removal of verification). Termination does not affect obligations relating to bookings confirmed before termination or amounts already earned.

12. General

This Agreement is governed by the laws of the Republic of South Africa, and the parties submit to the non-exclusive jurisdiction of the South African courts. If any provision is found unenforceable, the remaining provisions continue in force. CoachNest may update this Agreement from time to time on reasonable notice, and continued use of the Platform as a Coach after such notice constitutes acceptance of the updated Agreement.

13. Contact

Questions about this Agreement can be directed to CoachNest at coachnestt@gmail.com.