

### **Terms and Conditions**

In the spirit of good practise, when you are purchasing Coaching services from Inspired Coaching, we ask you to review these Terms and Conditions and agree to each statement below before proceeding with any Inspired Coaching service.

All Inspired Coaching services and communications, email or otherwise, delivered by myself (Villia de Koningh), as well as information on this website, are meant to help you identify the areas in your life and in your thinking that may be preventing you from experiencing greater well-being. Inspired Coaching's services are not a substitute for professional mental health care or medical care. The term 'Coaching' as here used as the service Inspired Coaching provides in working together to identify and realize specific personal projects, career goals, general conditions or transitions, examinations of interpersonal relationships, a journey of discovering obstacles and challenges, and fulfillment through examining course ofs action to make your life be what you want it to be. Inspired Coaching is continually striving to deliver excellence as the standard of service provided all Clients. Please reach out to if you have any questions or feedback at <a href="info@inspiredCoaching.nl">info@inspiredCoaching.nl</a>

The following terms and conditions govern the contractual agreement between Inspired Coaching and the Client, who agrees to be bound by this agreement prior to all services.

### **DISCLAIMER**

I understand that the Coaching services I will be receiving from my Coach are not offered as a substitute for professional mental health care or medical care and are not intended to diagnose, treat or cure any mental health or medical conditions. I also understand that my Coach is not acting as a mental health counsellor or a medical professional.

For legal purposes, I understand that Coaching is currently an unregulated industry and that my Coach is not "licensed" by any medical body in the Netherlands.

I understand and agree that I am fully responsible for my well-being during my Coaching sessions, and subsequently, including my choices and decisions.

I understand that Coaching is not a substitute for counselling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment, and I will not use it in place of any form of therapy.

I understand that all comments and ideas offered by my Coach are solely for the purpose of aiding me in achieving the defined goals I create with my Coach. I have the ability to give my informed consent, and hereby give such consent to my Coach to assist me in achieving such goals and understand that results are not guaranteed.

I understand that to the extent our work together involves career or business, my Coach is not promising outcomes included but not limited to increased Clientele, profitability and or business success.

I understand that my Coach will protect my information as confidential unless I state otherwise in writing. If I report child, elder abuse or neglect or threaten to harm myself or someone else, I understand that necessary actions will be taken and my confidentiality agreement limited in this capacity. Furthermore, if my Coach is ordered by a court to provide information or to testify, she will do so to the extent the law requires.

I understand that the use of technology is not always secure and I accept the risks of confidentiality in the use of email, text, phone, Skype and other technology.

I hereby release, waive, acquit and forever discharge my Coach, any agents, successors, assigns,



personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages I may claim to have or that I may have arising out of acts or omissions by myself or by my Coach as a result of the advice given by my Coach or otherwise resulting from the Coaching relationship contemplated by this agreement.

I further declare and represent that no promise, inducement or agreement not expressed in this agreement has been made to me to sign this agreement. This agreement shall bind my heirs, executors, personal representatives, successors, assigns, and agents.

### Cancellation

Should an unforeseen event require cancellation, the Client must do so in writing as required by our cancellation notice. Please see the <u>cancellation policy</u> for more details.

# **Payment Terms**

Payments for sessions, retreats, and/or all other services must be made in advance via iDeal or Izettle. Receipts will be provided to Client by e-mail, or other electronic means, unless otherwise requested. In the event payment is made in cash, a written receipt may be substituted for electronic receipt will be given and should be kept for your records.

Fees are payable in advance of each Coaching session unless otherwise agreed (Corporate Coaching may allow for payment on receipt of invoice). Where payment has not been received by Inspired Coaching in advance of a Coaching session Inspired Coaching is not obliged to provide the session. Where payment is required on receipt of invoice rather than in advance, a charge may be levied for late payment.

All Retreats must be paid for in full to be guaranteed a spot. The payment has to be cleared in our bank account for your place to be confirmed.

#### NOTE:

Inspired Coaching may assign the Client tasks or exercises to complete between Coaching sessions. There is no obligation on the Client to complete these items of 'homework', but not doing so may slow the Client's progress in gaining improved quality of life or achieving desired business or personal outcomes.

The Client may contact Inspired Coaching by phone or e-mail between sessions to seek clarification regarding anything arising from a Coaching session or for administrative purposes (e.g. where a Client needs to rearrange a Coaching session or make a payment). Additional Coaching can also be provided between sessions but there will be an additional charge for this. Inspired Coaching will always advise a Client in advance if the nature of a Client's contact is likely to incur an additional charge and no such charges will be imposed without the Client's agreement.

## Release of liability

By accepting the services of Villia de Koningh and/or Inspired Coaching, the Client releases, waives, discharges and covenants not to take any form of legal action against the Company or any of its Coaches, in connection with any cause of action stemming from the Coaching, or any other services



provided by Villia de Koningh, or any event occurring prior, during or after said services as a direct or indirect cause of either the Coach or any other third party's actions. This limitation exists against civil actions, and is intended to be compliant with all rules, laws and regulations of the locations where services were provided.

# Confidentiality

Inspired Coaching respects the confidentiality involved in the types of services being provided. Here "Confidential Information" means information which relates to either the Client, or any other party, which has been disclosed to the Coach or the Company during the course of services provided including but not limited to one on one sessions, individual or group trainings, space clearing exercises at any location, workshops, and/or retreats. This section is in addition to the Privacy Statement governing personal data protection that can be found elsewhere on this website.

The company shall not use or disclose, directly or indirectly, any Confidential Information during the period in which the Coaching services are in progress and indefinitely thereafter. However, Inspired Coaching cannot warrant the actions of any third parties present when such confidential information is share, and Client is responsible of being mindful and protecting their personal interests.

The above will not be deemed to prohibit any disclosure that is either agreed in writing by the Client or Client, or required by law or court order, or by any other legal authority acting within their power.

# **Updates to Terms and Conditions**

Where an Initial Number of Sessions is agreed, any changes to these terms and conditions intended to take effect prior to the conclusion of those Initial Number of Sessions will only have effect if agreed by both Inspired Coaching and the Client and confirmed by Inspired Coaching in writing by email or letter. In other cases, Inspired Coaching may change any of these terms or conditions, including the costs or payment terms, by giving the Client one week's notice in writing by letter or email of the change(s). If following receipt of such notification of change, the Client no longer wishes to proceed with further Coaching sessions, they may withdraw from the service immediately by giving notice in writing by email or letter and they will then be entitled to a full refund of any fees paid in advance for Coaching sessions not yet provided. Such notice will be effective on receipt by Inspired Coaching.

Last updated 12-04-2018