



TERMS AND CONDITIONS COACHING

1: Definitions

- 1.1. Coach and service provider, hereafter to be called Embodied Thinking:
Embodied Thinking, situated at Oostenburgervoorstraat 49, 1018 MN Amsterdam, the Netherlands, registered at the Kamer van Koophandel under KvK-nummer 54812399, who provides services in the area of coaching and training.
- 1.2. Agreement:
means these terms and conditions and the acceptance of the proposal.
- 1.3. Coachee:
means the person receiving the coaching or training.
- 1.4. Client:
means the individual or company paying for the coaching or training.
- 1.5. Coaching Session:
means the one on one time between the “Coach” and “Coachee” either conducted through Zoom or face to face lasting for a time agreed upon in the coaching contract.
- 1.6. Website:
the website www.embodiedthinking.com

2: General

- 2.1. This Agreement constitutes the entire agreement between the parties in relation to this contract and supersedes any and all prior agreements, discussions, understandings, representations or promises. Each party warrants to the other that it has not relied upon any representation not recorded here which has induced it to enter into this contract. No amendment of the Conditions will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of this contract.
- 2.2. No delay or forbearance by either party in enforcing its respective rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or any later breach.
- 2.3. Neither party will assign or transfer all or any part of this contract without the prior written consent of the other party

3: Understanding

- 3.1. The terms and conditions below apply to all coaching, mentoring, and consulting services provided by Embodied Thinking to any individual or organization (“the Client”) and constitute the contract for the service to be



provided by Embodied Thinking for the client. The term 'coaching' covers, life coaching and personal coaching for clients.

3.2. Coaching & Consulting is not psychological counselling or any type of therapy and should not be construed as such.

3.3. In return for the fees payable by the client (or by a third party on their behalf), Embodied Thinking agrees to provide the service as described below and in accordance with the terms and conditions set out below. The client agrees to pay fees for the service on the terms and conditions set out below (in situations where a third party pays the fees, the third party counts as an agent acting on behalf of the client).

3.4. The date that the first coaching session takes place shall be deemed to be the start date for the service. Participation by any individual in the first coaching session constitutes acceptance of these terms and conditions. The client will be required to sign a contract with Embodied Thinking at the commencement of coaching.

4: Clarity and Style

4.1. Embodied Thinking will discuss with the client the style of coaching. The Client has the right to talk openly and candidly with their coach, and the client is encouraged to discuss any concerns they have with Embodied Thinking on any area of the coaching process. Embodied Thinking welcomes openness and honesty.

4.2. Feedback about the service is welcomed and can be given during a coaching session or afterward by answering the reflection questions provided by the coach. Feedback can also be given via email to anke@embodiedthinking.com

4.3. Embodied Thinking is continually striving to ensure the standard of service it provides to its clients remains outstanding. At the end of the coaching/consulting process, or series of sessions, the client will be asked for more detailed feedback.

5: Confidential Information and Privacy

5.1. Embodied Thinking acknowledges that in the course of providing the services she will have access to confidential information.

5.2. Embodied Thinking agrees not to (except in the proper course of her duties) use or disclose to any third party any Confidential Information. This restriction does not apply to:

(i) any use or disclosure authorised by you or required by law;
(ii) any use or disclosure which Embodied Thinking in their absolute discretion considers necessary or advisable in order to prevent illegal acts or harm to you or to others; or

(iii) any information which is already in, or comes into, the public domain otherwise than through Embodied Thinking's unauthorised disclosure.



5.3. As is good practice in coaching, Embodied Thinking undertakes her own coaching. You agree that Embodied Thinking may disclose any issues which arise out of the sessions with Embodied Thinking's own coach, supervisor and/or supervision group but Embodied Thinking agrees only to disclose such issues on a general basis and without disclosing your name.

5.4. You may disclose to third parties such information about the Sessions as you wish.

6: Data Protection and Intellectual Property

6.1. You acknowledge that your personal data will be processed by and on behalf of Embodied Thinking as part of Embodied Thinking providing you with the Services.

6.2. Embodied Thinking is the owner or the licensee of all Intellectual Property Rights and all other rights in the materials and content she uses within the Sessions and nothing in this agreement or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in such material or content to you or to any other person.

6.3. You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials that Embodied Thinking uses in the Sessions.

6.4. Embodied Thinking grants to you a limited, non-exclusive, non-transferable, non-sublicensable revocable license to use all or any of the content or material used in the Sessions for private personal use, and for the purpose for which the Sessions were provided for.

6.5. You may not without Embodied Thinking's prior written consent make any audio or visual recordings of all or any of our Sessions. You hereby consent to recordings being made of the Programme and any Sessions by Embodied Thinking, and these will be provided to you for your own personal use on request.

6.6. NON DIRPARAGEMENT: in the event of a dispute between us both, we both agree that neither of us will engage in any conduct or communications, public or private, designed to disparage the other.

7: Fees

7.1. In consideration of Embodied Thinking providing the Services to you, you will pay the Fee as specified on the website (www.embodiedthinking.com) or the agreed upon set fee.

7.2. You shall pay each of the invoices in full and in cleared funds before the start of the first session of the coaching package. For other payments you shall pay each of the invoices in full and in cleared funds within 14 days of the date of the invoice by bank transfer or credit card.

7.3. Embodied Thinking reserves the right to change the fees on a yearly basis based on governmental taxes or price index of the market.



8: Invoicing and Payment Terms

8.1. All rates are in Euro (€) and inclusive of 21% VAT. Invoices need to be paid in full or for the first instalment before the start of each coaching package, unless otherwise agreed upon by both parties.

8.2. All payments shall be made through bank wire transfer or credit card payment.

9: Liability

9.1. Embodied Thinking shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss or corruption of data or information or any special, indirect consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by you as a result of you entering into this agreement and Embodied Thinking providing the Services.

9.2. Embodied Thinking's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the total price paid by you for the Sessions.

9.3. If Embodied Thinking is prevented from or delayed in performing their obligations by your act or omission or by any circumstances outside of Embodied Thinking's control, Embodied Thinking shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

9.4. The provisions of this clause shall survive termination of this agreement.

9.5. Embodied Thinking shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond Embodied Thinking's reasonable control.

10: Cancellation Policy

10.1. Cancellation of Individual, Couple or Group Coaching Sessions communicated by participant(s) or Client (whatever is applicable) to Embodied Thinking must be made in writing via email.

10.2. Cancellation of Individual sessions communicated by Client to Embodied Thinking within 24 hours or less prior to the date on which the session is scheduled will be charged at 100% of the total agreed fee for that Coaching Session.

10.3. A fourteen (14) day grace period legal consideration in the effectivity or cancellation of the contract without penalties is only applicable to private individual coaching sessions and does not apply to business coaching and facilitation programs.



11: Termination

11.1. Either you or Embodied Thinking may terminate this agreement immediately if:

(i) The other party commits any material breach of the terms of this agreement and, in the case of a breach capable of being resolved, the breach is not resolved within 30 days of a written request to do so. The written request must expressly refer to this clause and state that this agreement will be terminated if the breach is not resolved; or

(ii) The other party commits or threatens to commit or is threatened with any act of insolvency.

11.2 On or before the date of termination of this agreement, you shall immediately pay any unpaid Fees or other sums payable under this agreement.

11.3. Termination of this agreement shall not affect the accrued rights, remedies, obligations and liabilities of either of us as at the date of termination of this agreement, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

11.4. Clauses which expressly or by implication have effect after termination shall continue in full force and effect after the date of termination of this agreement, including the following clauses: clause 5 (confidential information), clause 9 (Liability), this clause 11 and clause 12 (Governing law and jurisdiction).

12: Governing Law and Jurisdiction

12.1. These Conditions and all contracts made pursuant to them shall be governed by and construed in accordance with Dutch law and the parties hereby submit to the exclusive jurisdiction of the Dutch Courts.