

COACHING TERMS AND CONDITIONS

THE COMPANY:

Coaching for Success is registered at the Chamber of Commerce, KVK (Kamer van Koophandel), in the Netherlands, as:

Coaching for Success
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THE SERVICE:

Business and Leadership Coaching
Individual and Team Coaching
Learning and Development programs

1. Definition of Coaching

- a. Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

2. Coach-Client Relationship

- a. Coach agrees to maintain the ethics and standards of behaviour established by the International Coach Federation “(ICF)” (*Coachfederation.org/ethics*). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behaviour.
- b. Client is solely responsible for creating and implementing their own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the

coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

- c. Client further acknowledges that they may terminate or discontinue the coaching relationship at any time.
- d. Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.
- e. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counselling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.
- f. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

3. Coaching services

- a. The parties agree to engage in Coaching sessions through telephone, face to face or online meetings.
- b. Coach will be available to Client by email, phone and voicemail in between scheduled meetings as defined by the Coach.
- b. Coach may also be available for additional time (for example, for reviewing documents, reading or writing reports, mentoring, engaging in other Client related services outside of coaching hours), per Client's request on a prorated basis of rate which is to be agreed between the Coach and the Client.

4. Procedure

- a. The time if the coaching sessions and/or location will be determined by the Coach and Client based on mutually agreed upon time and location. The coach will initiate all scheduled call.
- b. Coach may also be available for additional time (for example, for reviewing documents, reading or writing reports, mentoring, engaging in other Client related services outside of coaching hours), per Client's request on a prorated basis of rate which is to be agreed between the Coach and the Client.
- c. The Coach will wait for 15 min if the Client does not show up in time, after that the session will be treated as a no-show.

5. Confidentiality

- a. This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally

recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

- b. *Confidential Information* does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity.
- c. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

6. Release of Information

- a. The Coach may engage in training and/or other activities in pursuit of attaining or maintaining ICF (International Coach Federation) Credentials. This process requires the names and contact information of all Clients for possible verification by ICF. The Coach may ask the Client to sign an agreement where they agree to have only their name, contact information and start and end dates of coaching shared with ICF staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship. No personal notes will be shared.
- b. Additionally, the Coach may ask the client to record the coaching session for mentoring and assessment purposes. In this case, the Coach guarantees that this recording will not be shared with anyone for any other purposes. The Client will be given an option to agree or refuse this.
- c. According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

7. Cancellation Policy

- a. The coaching agreement will be automatically renewed/prolonged if it is not terminated at least (period to be agreed between the Client and the Coach) before the agreement is due to end. Termination has to happen in written format.
- b. Client agrees that it is the Client's responsibility to notify the Coach (period to be defined by the Coach and agreed between the Client and the Coach) hours in advance of the scheduled calls/meetings by informing the Coach.
- c. Exception from the cancellation fee includes a medical emergency of which the Client informs the Coach as soon as the information is available.

8. Limited Liability

- a. Except as expressly provided in this document, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this document, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this document for all coaching services rendered through and including the termination date.

9. Record Retention Policy

- b. The Client acknowledges that the Coach has disclosed their record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for a period of not more than necessary.

10. Governing law

- a. The Client-coach relationship is governed by the law of the Netherlands whose courts have exclusive jurisdiction in relation to any dispute, disagreement, proceedings or legal claim of any nature relating to the service provided or the contract.