

General terms and conditions Waves of Life

In the spirit of good practise, when you are purchasing coaching services from Waves of Life I ask you to confirm that you have read and agreed to each statement below and that you wish to proceed.

All coaching services and communication, email or otherwise, delivered by Waves of Life as well as information on this website (waves-of-life.com) 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 and moving forward. Coaching is not a substitute for professional mental health care or medical care. As I see it coaching is meant to be done when major emotional and psychological wounds are already healing or healed.

1. TERMS OF ENGAGEMENT

1. You are engaging me as a coach to provide coaching services (**Services**) to you on the terms of this agreement.
2. This agreement between us will commence on the date you sign it and will continue until the end of the last coaching session unless terminated earlier by either of us in accordance with clause 7.

2. SESSIONS

1. Each Skype coaching appointment at which the Services are provided (**Session**) will last for 50 minutes and will take place over Skype.
2. I require 24 hours' notice if you wish to rearrange a session. Sessions rearranged with less notice than this will be charged. In case of a short notice emergency please email myself roos.malmberg@hotmail.com or send a whatsapp message to +31623801803.
3. Clients are required to submit their intake form no later than 24 hours before the Session.
4. Where Sessions are held in third party venues, you agree to comply at all times with such venue's policies and rules in relation to the venue (particularly fire safety and health and safety rules). You will be required to leave the venue if you do not comply with their policies and rules (and I shall not be obliged to refund you any amounts paid in relation to such Session).
5. You are responsible for your own belongings that you take to a Session and neither I nor any third party venue will be liable for any loss, damage, theft or destruction of any of your belongings.
6. You agree to reimburse me in full and indemnify me against any claim from any third party (and associated costs and expenses (including professional fees)) arising out of your actions or inactions while at a third party venue.
7. **REFUND POLICY:** Upon execution of this agreement, you shall be responsible for the full extent of the Fee specified on page 1. If you cancel attendance at the Programme or any Session, including in-person Intensive sessions, for any reason whatsoever, you will receive no refund.
8. **RESCHEDULING POLICY:** Subject to 2.9 below, either party may rearrange a Session at least 24 hours prior to the start of the Session, to be rescheduled at a mutually convenient date. If rescheduling a Session on your side takes you beyond the term as specified on page 1 you will forfeit the session
9. If you fail to attend a Session, including where you have attempted to rearrange a Session less than 24 hours before its start time, then you forfeit the full Session Fee where you have paid for the Session in advance or alternatively you must pay the full Session Fee as a cancellation fee.
10. **CONDUCT OF CLIENT**
 1. I will ask you to complete a welcome questionnaire in advance of our first Session and you will provide true, complete and accurate answers to the questions. Providing this information is essential to the success of the coaching and you are required to send this form to me via email latest 24h before the first session.

2. Arrive on time for your Sessions. If you are late any time will be deducted from your Session time. I will wait 10 minutes for you to arrive and if you do not arrive within this time, or notify me you are coming late, your Session will be forfeited.
3. Please ensure your phone and email are switched off and distractions kept to a minimum during your coaching Session. This supports your coach in being focused and giving you the best possible service, and you in receiving the most from your Sessions.
4. Please advise me, with as much notice as possible, when you have holiday planned or need to change a Session. I recommend you keep the momentum going wherever possible by committing to your booked sessions as it will support your progress and results.

3. DUTIES OF COACH

1. I shall provide the Services with due care, skill and ability.
2. You have email access to me for support & short answers to your questions for the duration of your coaching. I aim to get back to you within 24-48 hours on weekdays, travel permitting. For replies requiring more than 5 minutes time, I recommend you raise the query at your next coaching session.
3. Other than as set out in clause 3.1 above, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of coaching, although I fully expect great things to happen as a result of our Sessions, I cannot guarantee any specific results or that all clients will achieve the same results.
4. Coaching is not therapy or counselling. It may involve all areas of your life. You acknowledge that deciding how to handle any issues which may arise, the choices you make in relation to them and following through on any agreed action is exclusively your responsibility.
5. Coaching does not treat mental disorders and is not a substitute for counselling, psychotherapy, psychoanalysis, mental health care or medical treatment of any kind. By entering into this agreement you confirm that you will not use it in place of any form of therapy.
6. If you are currently receiving treatment from a doctor or other healthcare professional, by entering into this agreement you confirm that you have consulted with this person regarding the advisability of working with a coach and that this person is aware of and supports your decision to proceed with the Programme.
7. You will keep me informed of any changes to your medical health or personal circumstances.
8. If for any reason I am unable to provide the Services at the agreed time, I will provide you with as much notice as possible and we shall reschedule the Session for a time mutually agreed.
9. I may need to reschedule Sessions according to travel schedule/commitments and whilst every effort will be made to accommodate you at your preferred time, please note this may not always be possible. Advance notice will be provided in this instance and your Session rescheduled.

4. FEES

1. In consideration of me providing the Services to you, you will pay the Fee specified on Page 1.
2. If you contact me between scheduled Sessions then I will provide a short email response to you free of charge. If however I consider that more time is needed to deal appropriately with your communication then I may either:
 1. advise you to arrange an additional Session (at my then current hourly rate); or
 2. inform you of the time I would need to spend in responding to you and the Fee which would be payable by you for such a response. I will obtain your prior approval to such Fee before incurring it.
3. You shall pay each of my invoices in full and in cleared funds within 14 days of the date of the invoice by bank transfer to the bank.

4. You shall be responsible for all travel, accommodation and other subsistence costs and all other expenses incurred by you in connection with your participation in the Sessions.
5. Without prejudice to any other right or remedy that I may have, if you fail to pay me on the due date, I may:
 1. charge interest on such sum from the due date for payment at the annual rate of 5% above the base rate from time to time of HSBC Business, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and you shall pay the interest immediately on demand; and
 2. suspend all Services until payment has been made in full.
6. All sums payable under this agreement shall become due immediately on termination of this agreement, despite any other provision. This clause 4.7 is without prejudice to any right to claim interest under the law, or any such right under this agreement.

5. CONFIDENTIAL INFORMATION

1. I acknowledge that in the course of providing the Services I will have access to Confidential Information (as defined in clause 16).
2. I agree not to (except in the proper course of my duties) use or disclose to any third party any Confidential Information. This restriction does not apply to:
 1. any use or disclosure authorised by you or required by law;
 2. any use or disclosure which I in my absolute discretion consider necessary or advisable in order to prevent illegal acts or harm to you or to others; or
 3. any information which is already in, or comes into, the public domain otherwise than through my unauthorised disclosure.
3. As is good practice in coaching, I undertake my own coaching. You agree that I may disclose any issues which arise out of the Sessions with my own coach, supervisor and/or supervision group but I agree only to disclose such issues on a general basis and without disclosing your name.
4. You may disclose to third parties such information about the Sessions as you wish.

6. DATA PROTECTION & INTELLECTUAL PROPERTY

1. You acknowledge and agree that your personal data will be processed by and on behalf of me as part of me providing you with the Services.
2. I am the owner or the licensee of all Intellectual Property Rights and all other rights in the materials and content that I use 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.
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 I use in the Sessions.
4. I grant to you a limited, non-exclusive, non-transferable, non-sub licensable revocable licence 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 only.
5. You may not without my prior written consent make any audio or visual recordings of all or any part of our Sessions. You hereby consent to recordings being made of the Programme and any Sessions by me, and these will be provided to you for your own personal use on request.
6. **NON DISPARAGEMENT:** In the event of a dispute between us both, we both agree that they neither of us will engage in any conduct or communications, public or private, designed to disparage the other.

7. TERMINATION

1. Either you or I 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 under the Insolvency Act 1986.

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.
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.
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), this clause 7, clause 9 (Limitation on liability) and clause 15 (Governing law and jurisdiction).

8. STATUS

1. The relationship between us will be that of independent contractor and nothing in this agreement shall render me your employee, worker, agent or partner.

9. LIABILITY

1. Nothing in this clause 9 shall limit my liability for death or personal injury caused by my negligence or for my fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.
2. I 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 me providing the Services.
3. My 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.
4. If I am prevented from or delayed in performing my obligations by your act or omission or by any circumstance outside of my control, I 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.
5. The provisions of this clause 9 shall survive termination of this agreement.

10.FORCE

MAJEURE

1. I 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 my reasonable control.

11. ENTIRE AGREEMENT & PREVIOUS CONTRACTS

You acknowledge and agree that:

1. this agreement constitutes the entire agreement and understanding between us and supersedes any previous arrangement, understanding or agreement between us relating to the provision of the Services (which shall be deemed to have been terminated by mutual consent);
2. in entering into this agreement you have not relied on any Pre-Contractual Statement (as defined in clause 16).

12.

VARIATION

1. No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of us.

13.

COUNTERPARTS

1. This agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

14.

THIRD

PARTY

RIGHTS

1. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
2. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any person that is not a party to this agreement.

15. GOVERNING LAW & JURISDICTION

1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Dutch law.
2. The parties irrevocably agree that the Dutch court shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

16. INTERPRETATION

1. The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).
 1. **Confidential Information:** information in whatever form relating to you and your affairs that are confidential to you including (but not limited to): (i) information that I obtain in connection with the provision of the Services and (ii) the fact that I am providing the Services to you.
 2. **Intellectual Property Rights :** any and all copyright, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, rights in software, the right to sue for passing off, domain names and all similar rights and, in each case whether registered or not, including any applications to protect or register such rights, whether vested, contingent or future and wherever existing.
 3. **Pre-Contractual Statement:** any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the provision of the Services other than as expressly set out in this agreement.
2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
3. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
4. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.