

Terms & Conditions Amaze Yourself

Coaching terms and conditions

1. Understanding

- 1.1. The terms and conditions below apply to all coaching provided by Amaze Yourself ("AY") to any individual or organisation ("the client") and constitute the contract for the service to be provided by AY for the client. The term 'coaching' as here used covers personal coaching, career coaching, life coaching, group coaching and group Q &A sessions for clients. The term other services does include but is not limited to the (online) training AY offers, like the Embrace Life Programme.
- 1.2. Coaching is not psychological counselling or any type of therapy, and should not be construed as such.
- 1.3. In return for the fees payable by the client (or by a third party on their behalf), AY 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).
- 1.4. The date of registration for the online programmes, like the Embrace Life Programme shall be deemed to be the start date for the service. Outside the (online) training, like the Embrace Life Programme, the date that the first coaching session takes place shall be deemed to be the start date for the service.
- 1.5. Fees are due to be paid up-front as per the indicated prices on the website or when no indication occurs as stipulated in the proposal or email.

2. Responsibility & Commitment

- 2.1. *AY will seek to enable the client to set and achieve goals that will help to bring about desired outcomes for the client. The client has sole responsibility for any decisions they may make following coaching with AY. AY accepts no liability for the client's actions. AY has no liability for any loss incurred by any client, whether financial or otherwise, following commencement of the (online) training, like the Embrace Life Programme and/or coaching sessions, or for any perceived failure by the client, whether justified or otherwise, to achieve a material improvement in quality of life or to achieve their desired outcomes or goals.*
- 2.2. The client will be required to complete a 'Commitment to Coaching' form, or complete a questionnaire, at the commencement of coaching and prior to participating in the (online) training such as the Embrace Life Programme; the client will be asked if they are ready to take action to make the necessary changes.

3. Confidentiality

- 3.1. Personal information or business information supplied to AY by the client in coaching sessions will be treated as confidential. It will not be disclosed to a third party without the client's prior permission.

4. Coaching Procedure

- 4.1. In regards of the (online) training, like the Embrace Life Programme the training /coaching sessions in groups will take place on the dates indicated on the website, on Facebook or via email. These dates are diarised and it is the client's responsibility to be available at the indicated dates and times. Any other coaching session, including the coaching sessions for 'The Royal Treatment' version of the Embrace Life Programme will be arranged between AY and the client.
- 4.2. Full payment of the (online) training, like the Embrace Life Programme, is required in order to be able to participate in the online course and to receive the relevant coaching sessions. In case of personal and career coaching, full payment is due prior to the first session coaching. Full payment is due within 14 days after the invoice is sent, or sooner when the first coaching or training session is planned within those 14 days.
- 4.3. In case of payment in instalments, full payment of the first instalment of the (online) training, like the Embrace Life Programme, is required in order to be able to participate in the online course and to receive the relevant coaching sessions. In case of personal and career coaching, full payment of the first term is due prior to the first session coaching. Full payment of the first instalment is due within 14 days after the invoice is sent, or sooner when the first coaching or training session is planned within those 14 days.
- 4.4. Coaching will take place between the client and their coach via a video calling programme, like Skype (client calls coach), by telephone (client calls coach) or face-to-face (venue by mutual agreement). Face-to-face coaching will take place in the offices of AY or at a mutually agreed venue. Where coaching takes place at a mutually agreed venue the client will be liable for any costs incurred by AY at that time. Unless otherwise agreed, the client is responsible for telephoning AY at agreed times.
- 4.5. The client warrants he/she has access to the necessary computer systems, media systems, software and network connections to receive and enjoy the benefit of the (online) coaching.
- 4.6. AY may assign the client tasks or exercises to complete between coaching sessions. There is no obligation on the client to complete these tasks, but not doing so may slow the client's progress in gaining improved quality of life or achieving desired business or personal outcomes. Where possible, clients are requested to submit any information requested by AY relating to assignments at least 48 hours before the coaching session when they are to be discussed. AY will provide feedback on completed assignments during coaching sessions.
- 4.7. The coaching sessions may be held in the English or Dutch language.

5. Cancellation & Rearranging Sessions

- 5.1. **If the client needs to rearrange a coaching session, they should provide at least 24 hours' notice. No refunds will be given to clients for unused coaching sessions unless 24 hours' notice has been given.** In exceptional circumstances AY may need to rearrange a coaching session; in these circumstances AY will use reasonable endeavours to provide a mutually satisfactory alternative appointment the client.
- 5.2. **Where a client pays for a session, or sessions, in advance they must have the coaching session(s) that they have paid for within 4 months of the payment, or their fee is forfeited.**
- 5.3. The client can cancel his/her order up to 14 days after their order is delivered; without giving a reason for cancelling.
- 5.4. The client may terminate their training /coaching contract at any time in writing. Any monies owed at the time of cancellation will become due immediately. Refunds on payments made against future sessions will be at the discretion of AY. In case of a coaching programme with 6 coaching sessions, cancelling the contract within the first 3 sessions results in having to pay for 3

sessions and receiving a refund of the second half of the programme and it's 3 sessions. Cancelling the contract in the second half of the programme results in no refunds.

- 5.5. In exceptional circumstances, such as illness or unavailability due to bereavement or other commitments, inappropriate behaviour by the client, actual or potential conflict of interest, or other reasons, AY can decide to terminate the service to the client early or refuse or be unable to provide further coaching sessions to the client. In such a circumstance the client will be given reasonable notice of termination by AY where practicable, and will be refunded any advance payments made for coaching sessions not yet provided.
- 5.6. There may be occasions when AY may recommend to the client that they seek an alternative service more suited to their current needs. In this event AY will fully discuss the reasons for the recommendation with the client. It is the client's sole responsibility to decide whether to follow the recommendation and AY does not accept any liability for the outcome of any decisions the client chooses to make.

The relevant Sections of the subsequent 'course material download terms and conditions' will equally apply to the coaching sessions, received as stand-alone services or as part of any of the (online) training or coaching programmes offered by AY.

Contracts for career coaching made on behalf of the Happy at Work Agency are subject to additional terms and conditions, which will be provided to you with the proposal, before entering into a contractual agreement.

Course material download terms and conditions

6. Introduction

- 6.1. These terms and conditions shall govern the sale and supply of downloadable course materials through our website, and the use of those course materials.
- 6.2. You will be asked to give your express agreement to these terms and conditions before you place an order on our website.
- 6.3. This document does not affect any statutory rights you may have as a consumer.

7. Interpretation

- 7.1. In these terms and conditions:
 - (a) "we" means Amaze Yourself (and "us and "our" should be construed accordingly);
 - (b) "you" means our customer or prospective customer under these terms and conditions (and "your" should be construed accordingly);
 - (c) "course materials" means those course materials that are available for purchase on our website;
 - (d) "your course materials" means any such course materials that you have purchased through our website (including any enhanced or upgraded version of the course materials that we may make available to you from time to time); and
 - (e) "our website" means the website <https://www.amaze-yourself.com> or the website <https://www.amaze-yourself-academy.com>

8. Order process

- 8.1. The advertising of course materials on our website constitutes an "invitation to treat" rather than a contractual offer.
- 8.2. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 8.
- 8.3. The course materials are available in the English and Dutch language. This distinction is indicated on the website.
- 8.4. To enter into a contract through our website to purchase downloadable course materials from us, the following steps must be taken: you must add the course materials you wish to purchase to your shopping cart, and then proceed to the checkout; if you are a new customer, you must then create an account with us and log in; if you are an existing customer, you must enter your login details; once you are logged in, you must consent to the terms of this document; you will be transferred to our payment service provider's website, and our payment service provider will handle your payment; we will then send you an initial acknowledgement; and we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order.
- 8.5. You will have the opportunity to identify and correct input errors prior to making your order by sending an email to yvonne@amaze-yourself.com.

9. Prices

- 9.1. Our prices are quoted on our website, or sent to you in a proposal, via email.
- 9.2. We will from time to time change the prices quoted, but this will not affect contracts that have previously come into force.
- 9.3. All amounts stated in these terms and conditions or on our website are stated inclusive of VAT, unless otherwise explicitly indicated.

10. Payments

- 10.1. You must, during the checkout process, pay the prices of the relevant course materials you order.
- 10.2. Payments may be made by any of the permitted methods specified on our website from time to time.

11. Licensing of course materials

- 11.1. We will supply your course materials to you in the format or formats specified on our website and/or via email, and by such means and within such periods as are specified on our website and/or via email.
- 11.2. Subject to your payment of the applicable price and compliance with these terms and conditions, we grant to you a worldwide, non-exclusive, non-transferable licence to make any use of your course materials permitted by Section 11.3, providing that you must not in any circumstances make any use of your course materials that is prohibited by Section 11.4.
- 11.3. The "permitted uses" of your course materials are:
 - (a) downloading a copy of each of your course materials;
 - (b) in relation to written and graphical course materials: making, storing and viewing copies of your course materials on not more than 3 desktop, laptop or notebook computers, e-book readers, smartphones, tablet computers or similar devices;
 - (c) in relation to audio and video course materials: making, storing and playing copies of your course materials on not more than 3 desktop, laptop or notebook computers, smartphones, tablet computers, media players or similar devices; and
 - (d) printing a single copy of each of your written course materials solely for your own use.

- 11.4. The "prohibited uses" of your course materials are:
- (a) the publication, sale, licensing, sub-licensing, renting, transferring, transmission, broadcasting, distribution or redistribution of any course material (or part thereof) in any format;
 - (b) the editing, modification, adaptation or alteration of any course material (or part thereof), and the creation of any derivative work incorporating any course material (or part thereof);
 - (c) the use of any course material (or part thereof) in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable;
 - (d) the use of any course material (or part thereof) to compete with us, whether directly or indirectly; and
 - (e) any commercial use of any download (or part thereof), providing that nothing in this Section 11.4 will prohibit or restrict you or any other person from doing any act expressly permitted by applicable law.
- 11.5. You warrant to us that you have access to the necessary computer systems, media systems, software and network connections to receive and enjoy the benefit of your course materials.
- 11.6. All intellectual property rights and other rights in the course materials not expressly granted by these terms and conditions are hereby reserved.
- 11.7. You must retain, and must not delete, obscure or remove, copyright notices and other proprietary notices on or in any course material.
- 11.8. The rights granted to you in these terms and conditions are personal to you, and you must not permit any third party to exercise these rights.
- 11.9. If you breach any provision of these terms and conditions, then the licence set out in this Section 11 will be automatically terminated upon such breach.
- 11.10. You may terminate the licence set out in this Section 11 by deleting all copies of the relevant course materials in your possession or control.
- 11.11. Upon the termination of a licence under this Section 11, you must, if you have not previously done so, promptly and irrevocably delete from your computer systems and other electronic devices all copies of the relevant course materials in your possession or control, and permanently destroy any other copies of the relevant course materials in your possession or control.

12. Distance contracts: cancellation right

- 12.1. This Section 12 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.
- 12.2. We refer to section 5 regarding your cancellation rights.
- 12.3. You agree that we may begin the provision of course materials before the expiry of the period referred to in Section 12.2, and you acknowledge that, if we do begin the provision of course materials before the end of that period, you will lose the right to cancel referred to in Section 12.2.

13. Warranties and representations

- 13.1. You warrant and represent to us that:
- (a) you are legally capable of entering into binding contracts;
 - (b) you have full authority, power and capacity to agree to these terms and conditions; and
 - (c) all the information that you provide to us in connection with your order is true, accurate, complete, current and non-misleading.
 - (d) We warrant to you that your course materials will be supplied to you with reasonable care and skill.
- 13.2. All of our warranties and representations relating to course materials are set out in these terms and conditions. To the maximum extent permitted by

applicable law and subject to Section 13.1, all other warranties and representations are expressly excluded.

14. Limitations and exclusions of liability

- 14.1. Nothing in these terms and conditions will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law, and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.
- 14.2. The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:
- (a) are subject to Section 14.1; and
 - (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- 14.3. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 14.4. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 14.5. We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 14.6. We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 14.7. You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
- 14.8. Our aggregate liability to you in respect of any contract to provide services to you under these terms and conditions shall not exceed the total amount paid and payable to us under the contract.

15. Variation

- 15.1. We may revise these terms and conditions from time to time by publishing a new version on our website.
- 15.2. A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

16. Assignment

- 16.1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions - providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.

16.2. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

17. No waivers

- 17.1. No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.
- 17.2. No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any breach of that provision or any other provision of that contract.

18. Severability

- 18.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 18.2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

19. Third party rights

- 19.1. A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 19.2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

20. Entire agreement

- 20.1. Subject to Section 14.1, these terms and conditions, together with our coaching terms and conditions, shall constitute the entire agreement between you and us in relation to the sale and purchase of our downloads and the use of those downloads, and shall supersede all previous agreements between you and us in relation to the sale and purchase of our downloads and the use of those downloads.

21. Law and jurisdiction

- 21.1. These terms and conditions require that if we get into a dispute with you relating to the Service (or vice versa), the dispute will be resolved by binding arbitration BINDING ARBITRATION. This means that YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO SUE US (OR BE SUED BY US) UNDER THIS CONTRACT (except for some disputes that can be taken to small claims court). Our disputes will be determined by a NEUTRAL ARBITRATOR and NOT A JUDGE OR JURY and you cannot start or join a class action lawsuit.
- 21.2. These terms and conditions shall be governed by and construed in accordance with Dutch law.
- 21.3. If a lawsuit is permitted under these terms and conditions, you and we agree to the exclusive jurisdiction of the courts of the Netherlands.

22. Statutory and regulatory disclosures

- 22.1. We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our

website. We recommend that you consider saving a copy of these terms and conditions for future reference.

22.2. These terms and conditions are available in the English language only.

22.3. Amaze Yourself is registered for VAT purposes, with VAT number:
NL135253214B01.

22.4. Amaze Yourself is registered with the Dutch Chamber of Commerce, with the KVK number: 74589784.

23. Our details

23.1. This website www.amaze-yourself.com and the website www.amaze-yourself-academy.com are owned and operated by Amaze Yourself.

23.2. We are registered in the Netherlands under registration number 74589784, and our registered office is at Havenkade 9, 2986 TS, The Hague, The Netherlands.

23.3. Our principal place of business is at Havenkade 9, 2986 TS, The Hague, The Netherlands.

23.4. You can contact us by writing to the address given above, by using our website contact form, by telephone on +31 (0)6 2543 08 84 or by email to yvonne@amaze-yourself.com.

Coaching terms and conditions as drafted on 1 May 2019

Course material download terms and conditions as drafted on 1 May 2019

Cancellation Form

Name:	Date:
Start date:	Programme version:
Email:	Phone:
Address:	

Reason for cancellation

Dissatisfaction with:	
Service/Product:	
Customer Service:	
Coaching:	
Quality:	
Financial Reasons:	
Medical Reasons:	
Relocation:	
Other:	