

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 service does include but is not limited to the (online) coaching, training, programmes and days AY offers, like the "Be the CEO of your Life" Programme, Retreat and VIP day. The term 'coaching' as here used covers personal coaching, career coaching, life coaching, group coaching and group Q &A sessions for clients.
- 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 training, 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 or the actual VIP day or retreat is held, 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 service, like the Be the CEO of your Life Coaching Programme and/or VIP Day, Retreat, 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 service and prior to participating in the (online) coaching such as the "Be the CEO of your Life" Programme, Retreat and VIP day; 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.
- 3.2. The relevant Sections of the subsequent 'Privacy Stament' will equally apply.

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 personal coaching session, VIP day and, or retreat, including the Be the CEO of my Life Programme, will be arranged between AY and the client.
- 4.2. A down-payment is asked to secure the desired date for the VIP day and, or Retreat. Should the down-payment not be made within 48 hours the desired date will no longer be reserved.
- 4.3. 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, as well as access to the online academy. In case of coaching, a VIP day or Retreat, full payment is due prior to the first coaching session, the VIP day or Retreat. Full payment is due within 7 days after the invoice is sent, or sooner when the first coaching or training session is planned within those 7 days.
- 4.4. In case of payment in instalments, full payment of the first instalment is required in order to be able to participate in the online course and to receive the relevant coaching sessions. In case of coaching, full payment of the first term is due prior to the first coaching session. In case of a VIP day or Retreat, full payment of all terms are due prior to the date of the VIP day or Retreat. Full payment of the first instalment is due within 7 days after the invoice is sent, or sooner when the first coaching or training session is planned within those 7 days.
- 4.5. Coaching will take place between the client and their coach via a video calling programme, like Zoom (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.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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 48 hours' notice. No refunds will be given to clients for unused coaching sessions unless 48 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 private 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 its 3 sessions. Cancelling the contract in the second half of the programme results in no refunds. The length of the programmes may vary and the determination of what constitutes the first and second half is upon discretion of AY.

- 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 service and coaching sessions, received as stand-alone services or as part of any of the (online) training or coaching programmes offered by AY, including but not limited to the VIP day or Retreat.

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 as part of our service, 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 and/or are made available as part of our service;
 - (d) "your course materials" means any such course materials that you have purchased through our website and/or as part of our service (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. Licensing of course materials

- 8.1. 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.
- 8.2. 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 8.3, providing that you must not in any circumstances make any use of your course materials that is prohibited by Section 8.4.
- 8.3. 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.
- 8.4. 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 8.4 will prohibit or restrict you or any other person from doing any act expressly permitted by applicable law.
- 8.5. 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.
- 8.6. All intellectual property rights and other rights in the course materials not expressly granted by these terms and conditions are hereby reserved.
- 8.7. You must retain, and must not delete, obscure or remove, copyright notices and other proprietary notices on or in any course material.
- 8.8. 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.
- 8.9. If you breach any provision of these terms and conditions, then the licence set out in this Section 9 will be automatically terminated upon such breach.
- 8.10. You may terminate the licence set out in this Section 9 by deleting all copies of the relevant course materials in your possession or control.
- 8.11. Upon the termination of a licence under this Section 9, 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.

9. Warranties and representations

- 9.1. 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.

10. Assignment

- 10.1. 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.
- 10.2. 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.

11. No waivers

- 11.1. 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.
- 11.2. 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.

12. Severability

- 12.1. 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.
- 12.2. 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.

13. Third party rights

- 13.1. 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.
- 13.2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

14. Law and jurisdiction

- 14.1. 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. 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.
- 14.2. These terms and conditions shall be governed by and construed in accordance with Dutch law.
- 14.3. If a lawsuit is permitted under these terms and conditions, you and we agree to the exclusive jurisdiction of the courts of the Netherlands.

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. Statutory and regulatory disclosures

- 16.1. 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.
- 16.2. These terms and conditions are available in the English language only.
- 16.3. Amaze Yourself is registered for VAT purposes, with VAT number: NL001632377B09.
- 16.4. Amaze Yourself is registered with the Dutch Chamber of Commerce, with the KVK number: 74589784.

17. Our details

- 17.1. This website www.amaze-yourself.com and the website www.amaze-yourself-academy.com are owned and operated by Amaze Yourself.
- 17.2. We are registered in the Netherlands under registration number 74589784, and our registered office is at Havenkade 9, 2986 TS, The Hague, The Netherlands.
- 17.3. Our principal place of business is at Havenkade 9, 2986 TS, The Hague, The Netherlands.
- 17.4. 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 8 January 2020

Course material download terms and conditions as drafted on 8 January 2020

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: | |