

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 to the client. The term service does include but is not limited to the (online) coaching, training, programmes, retreats and VIP days AY offers. The term 'coaching' as here used covers private 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 and in accordance with the terms and conditions, and (when applicable) the Coaching Agreement. The client agrees to pay fees for the service (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 shall be deemed to be the start date for the service. Outside the (online) training the date that the first assignment has been sent by email, or when no assignment is sent, 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 offer statement or email.

2. Responsibility & Commitment

AY agrees to work with the client with their full energy and attention. You, the client, are expected to do the same by:

- 2.1. Communicating honestly, being open to feedback and suggestions, and creating the time and energy to participate fully in this programme.
- 2.2. Trusting AY enough to ask specific questions if anything is unclear, and to seek support from AY whenever it is needed so that you have everything you require in order to get the absolute most out of your investment.
- 2.3. Prioritising the service by showing up for calls on time, and with full attention and presence.
- 2.4. Consistently stepping beyond your comfort level in order to create exceptional results.

3. Limited liability & non-disparagement

Except as expressly provided in these terms and conditions or the Coaching Agreement, AY makes no guarantees, representations or warranties of any kind or nature, expressly or implied, with respect to the service negotiated, agreed upon and rendered. In no event shall AY be liable to the client for any indirect, consequential, or special damages. In the event that a dispute arises between the parties or a grievance by the client, the parties

agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. In the event of a dispute between the parties, the parties agree that they neither will engage in any conduct or communication, public or private, designed to disparage the other.

4. Confidentiality

- 4.1. Except as required by law, no personal, professional, or business information shared between the client and AY will be shared with anyone else, for any reason, without prior consent from either party.
- 4.2. The relevant Sections of the subsequent 'Privacy Statement' will equally apply.

5. Coaching Procedure

- 5.1. In regards of the (online) training and the 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, will be arranged between AY and the client.
- 5.2. A down payment is asked to secure the desired date for the private coaching, VIP day and retreat. Should the down payment not be made within 48 hours the desired date will no longer be reserved.
- 5.3. Full payment of the (online) training 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.
- 5.7. 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.
- 5.8. The coaching sessions may be held in the English or Dutch language.

6. Cancellation & Rearranging Sessions

- 6.1. **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.
- 6.2. **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.**
- 6.3. The client agrees to be solely responsible for creating their own physical, mental, and emotional well-being, and implementing their own decisions, choices, actions, and results arising out of, or resulting from this service. As such, I agree that AY is not, and will not be, liable or responsible for any actions or inaction, or for any direct or indirect result of this service.
- 6.4. The client agrees that AY can acknowledge them publicly as her client, with their prior agreement on the content of each instance of such acknowledgement.
- 6.5. The client commits to the full duration of this service. If for any reason, and at any point, the client chooses not to continue or chooses to stop participating, they are not owed a refund and will continue to be financially liable for any outstanding fees of this service.
- 6.6. The client agrees that, should the client not act in integrity with these terms and conditions, or the Coaching Agreement, AY may, at their sole discretion, terminate the service without recourse or refund.
- 6.7. The client understands that Dutch sales are protected by a 14-day cooling-off period, however where services are booked and taken within that 14 days, their right to cancellation becomes null and void.
- 6.8. 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.

Course material download terms and conditions

7. Introduction

- 7.1. These terms and conditions shall govern the sale and supply of downloadable course materials, including but not limited to (e-)books through our website and as part of our service, and the use of those course materials.
- 7.2. You will be asked to give your express agreement to these terms and conditions before you place an order on our website.
- 7.3. This document does not affect any statutory rights you may have as a consumer.

8. Interpretation

- 8.1. In these terms and conditions:
- 8.2. "we" means Amaze Yourself (and "us and "our" should be construed accordingly);

- 8.3. "you" means our customer or prospective customer under these terms and conditions (and "your" should be construed accordingly);
- 8.4. "course materials" means those course materials that are available for purchase on our website and/or are made available as part of our service;
- 8.5. "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
- 8.6. "our website" means the website <https://www.amaze-yourself.com> or the website <https://www.amaze-yourself-academy.com>

9. Licensing of course materials

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. All intellectual property rights and other rights in the course materials not expressly granted by these terms and conditions are hereby reserved.
- 9.6. You must retain, and must not delete, obscure or remove, copyright notices and other proprietary notices on or in any course material.
- 9.7. 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.
- 9.8. 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.

- 9.9. 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.
- 9.10. 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.

10. Warranties and representations

- 10.1. 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.

11. Assignment

- 11.1. 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.
- 11.2. 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.

12. No waivers

- 12.1. 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.
- 12.2. 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.

13. Severability

- 13.1. 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.
- 13.2. 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.

14. Third party rights

- 14.1. 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.
- 14.2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

15. Law and jurisdiction

This Agreement shall be governed and construed in accordance with the laws of The Netherlands, without giving effect to any conflicts of law.

16. Variation

- 16.1. We may revise these terms and conditions from time to time by publishing a new version on our website.
- 16.2. 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.

17. Statutory and regulatory disclosures

- 17.1. 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.
- 17.2. These terms and conditions are available in the English language only.
- 17.3. Amaze Yourself is registered for VAT purposes, with VAT number: NL001632377B09.
- 17.4. Amaze Yourself is registered with the Dutch Chamber of Commerce, with the KVK number: 74589784.

18. Our details

- 18.1. This website www.amaze-yourself.com and the website www.amaze-yourself-academy.com are owned and operated by Amaze Yourself.
- 18.2. We are registered in the Netherlands under registration number 74589784, and our registered office is at Havenkade 9, 2986 TS, The Hague, The Netherlands.
- 18.3. Our principal place of business is at Havenkade 9, 2986 TS, The Hague, The Netherlands.
- 18.4. 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.

