

Terms & conditions of Business4Good

Avenue de l'Aigle 24,
1150 Woluwe Saint Pierre
Brussels, Belgium
Company number: 2.269.029.245
hello@business4good.eu | +32(0)2 880.62.89

GENERAL

The term 'client' is the person or company that enters into an agreement with Business4Good.

In the spirit of good practice, when the client is purchasing coaching services from Business4Good the client also confirms that (s)he has read and agreed to each statement below.

All coaching services and communication, email or otherwise, delivered by Business4Good sprl, as well as information on this website www.business4good.eu are meant to help the client identify the areas in his/her life and the client's thinking that may be preventing him/her from experiencing greater well-being and moving forward. Coaching is not a substitute for professional mental health care or medical care.

The term 'coaching' as here used covers life coaching, personal coaching, executive coaching and business coaching for clients.

It is the client's own responsibility to have the general terms and conditions translated from English if the client does not have a (sufficient) command of the language.

These general terms and conditions are only legally valid in English.

Business4Good cannot be held to its offers if the client can reasonably understand that the offers, or any part thereof, contain an obvious mistake.

Unless otherwise stated the offer is valid six months from the first session"

Any clauses of these terms and conditions or any of our other legal documents that are found void will be replaced with clauses that are valid.

COACHING DISCLAIMER

The client understands that the coaching services (s)he will be receiving from his/her Coach are not offered as a substitute for professional mental health care or medical care and are not intended to diagnose, treat or cure any mental health or medical conditions. The client also understands that his/her Coach is not acting as a mental health counsellor or a medical professional.

The client understands and agrees that he/she is fully responsible for his/her well-being during his/her coaching sessions, and subsequently, including his/her choices and decisions.

The client understands that coaching is not a substitute for counselling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment, and the client will not use it in place of any form of therapy.

The client understands that all comments and ideas offered by his Coach are solely for the purpose of aiding him/her in achieving the defined goals the client creates with his/her Coach. The client has the ability to give his/her informed consent, and hereby gives such consent to his/her Coach to assist him/her in achieving such goals and understand that results are not guaranteed.

The client understands that to the extent our work together involves career or business, his/her Coach is not promising outcomes included but not limited to increased clientele, profitability and or business success.

The client understands that his/her Coach will protect his/her information as confidential unless Business4Good states otherwise in writing. If the client reports child, elder abuse or neglect or threaten to harm himself or someone else, the client understands that necessary actions will be taken and his/her confidentiality agreement limited in this capacity. Furthermore, if his/her Coach is ordered by a court to provide information or to testify, she will do so to the extent the law requires.

The client understands that the use of technology is not always secure and the client accepts the risks of confidentiality in the use of email, text, phone, Skype, Zoom and other technology.

The client hereby releases, waives, acquits and forever discharges his/her Coach, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages the client may claim to have or that the client may have arising out of acts or omissions by himself or herself or by his/her Coach as a result of the advice given by his Coach or otherwise resulting from the coaching relationship contemplated by this agreement.

The client further declares and represents that no promise, inducement or agreement not expressed in this agreement has been made to sign this agreement. This agreement shall bind his heirs, executors, personal representatives, successors, assigns, and agents.

TERMS AND CONDITIONS

The coaching schedule will be arranged between Business4Good and the client and can be booked up to 3 months in advance. Business4Good will recommend the frequency of coaching sessions based on a professional assessment of the client's requirements. This

recommendation, or plan, is not binding and may be altered and adjusted throughout the coaching journey by mutual agreement, in accordance with the terms set out in this agreement.

The number and frequency of coaching sessions will be agreed at the start of coaching between Business4Good and the client and confirmed by Business4Good by email or written correspondence. Where no specific number is agreed sessions will be provided on a session by session basis.

In return for the fees payable by the client (or by a third party on their behalf), Business4Good 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).

The date that the first coaching session takes place shall be deemed to be the start date for the service. Where any client is unhappy with any of the terms and conditions, they can contact Business4Good to discuss any concerns and see if they can be resolved before the first coaching session. Participation by the client in the first coaching session constitutes acceptance of these terms and conditions.

FORMAT OF SESSIONS

Face to face (venue by mutual agreement), via Skype or Zoom (client calls Coach); telephone coaching sessions (client calls Coach); or other format where such is agreed. Unless otherwise agreed, for Skype/Zoom and telephone sessions the client is responsible for telephoning Business4Good at agreed times. Business4Good is responsible for ensuring that she is available for consultation at agreed times. The length of each session is as agreed between Business4Good and the client before coaching sessions commence. If the session overruns, a new rate will be agreed together.

SESSION FEES

In accordance with Business4Good's current per session fee or fee for a program of sessions, or any other such fee as shall be agreed and notified to the client. Business4Good will confirm the fees in writing, usually by email, unless this is impractical. The number of sessions for which payment is required in advance will be agreed before coaching sessions commence.

ADDITIONAL SESSIONS

Business4Good may agree to provide additional coaching sessions after completion of the initial agreed session(s). These terms and conditions will apply to any additional sessions so provided and the Per Session Fee will remain the same as originally agreed except

where Business4Good notifies the client in writing by letter or e-mail of a change to the Fee or to any other term or condition in accordance with the section in these terms and conditions headed “Variation of Terms and Conditions”.

DATES AND TIMES OF SESSIONS

The date and time of the first session and any subsequent session will be agreed between Business4Good and the client by phone or email and confirmed by Business4Good by email or letter.

Sessions can only be rearranged in accordance with the section in these terms and conditions headed “Rearranging Sessions”.

PAYMENT TERMS

Fees can be paid online by debit or credit card using the Paypal payments systems, by standing order, by bank transfer, or by cheque made out to Business4Good. Where receipts are requested by the client, they will be sent by e-mail unless otherwise requested.

Fees are payable in advance of each coaching session unless otherwise agreed (Business Coaching may allow for payment on receipt of invoice). Where payment has not been received by Business4Good in advance of a coaching session Business4Good is not obliged to provide the session.

Where payment is required on receipt of invoice rather than in advance, a charge may be levied for late payment.

BETWEEN SESSIONS

Business4Good may assign the client tasks or exercises to complete between coaching sessions. There is no obligation on the client to complete these items of ‘homework’, but not doing so may slow the client’s progress in gaining improved quality of life or achieving desired business or personal outcomes.

The client may contact Business4Good by phone or e-mail between sessions to seek clarification regarding anything arising from a coaching session or for administrative purposes (e.g. where a client needs to rearrange a coaching session or make a payment). Additional coaching can also be provided between sessions but there will be an additional charge for this. Business4Good will always advise a client in advance if the nature of a client’s contact is likely to incur an additional charge and no such charges will be imposed without the client’s agreement.

REARRANGING SESSIONS

If a 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 Business4Good may need to rearrange a coaching session. In those instances, she will also give the client 48 hours' notice where practical.

Where a client pays for a session or sessions in advance, they must have the coaching session(s) that they have paid for within 6 months of the payment or their fee is forfeited.

CONFIDENTIALITY

Personal information or business information supplied by clients in coaching sessions will be treated as confidential. It will not be disclosed to a third party without the client's prior permission, save where required by law or where action might be necessary to prevent harm to the client or someone else.

EARLY TERMINATION

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, Business4Good 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 circumstances the client will be given reasonable notice of termination by Business4Good where practicable and will be refunded any advance payments made for coaching sessions not yet provided.

RESPONSIBILITIES

Business4Good will seek to enable the client to improve their quality of life or level of business success and to achieve their desired outcomes. Remarkable results can be achieved where clients follow a clear plan in a committed way. However, the client has sole responsibility for taking important decisions in their life or business. Business4Good has no liability for any loss incurred by any client, whether financial or otherwise, following commencement of coaching sessions, or for any perceived failure by the client, whether justified or otherwise, to achieve a material improvement in quality of life or business or to achieve their desired outcomes or goals.

VARIATION OF TERMS AND CONDITIONS

Where an Initial Number of Sessions is agreed, any changes to these terms and conditions intended to take effect prior to the conclusion of those Initial Number of

Sessions will only have effect if agreed by both Business4Good and the client and confirmed by Business4Good in writing by email or letter. In other cases, Business4Good may change any of these terms or conditions including the Per Session Fee by giving the client one week's notice in writing by letter or e-mail of the change(s). If following receipt of such notification of change, the client no longer wishes to proceed with further coaching sessions, they may withdraw from the service immediately by giving notice in writing by email or letter and they will then be entitled to a full refund of any fees paid in advance for coaching sessions not yet provided. Such notice will be effective on receipt by Business4Good.

GOVERNING LAW

This contract is governed by the law of Belgium 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.

INTELLECTUAL PROPERTY

Business4Good remains the holder and owner of the rights based on, among other things, the brand, models, the business name, the corporate identity, own photos, the content, etc.

Mentioned works may not be copied, translated, or revealed to third parties, revealed for inspection or revealed without written permission from Business4Good.

Business4Good reserves the right to use knowledge gained from the services for other purposes. No confidential information is shared with third parties.

In case of non-compliance with these terms and conditions with regard to intellectual property, the coachee will forfeit a fine of € 5000.00 (five thousand euros) per day and per violation, payable without notice of default being required.

COMPLAINTS PROCEDURE

If the client has complaints about the performed work, he must notify Business4Good within 7 days by registered mail to:

Clos Chapelle-aux-Champs 30, 7th Floor
1200 Brussels, Belgium.

After receiving the complaint, Business4Good will respond within 10 business days with an appropriate solution.

Business4Good can apply to a dispute resolution. A dispute resolution is always brought in first before one of the two parties goes to court.

If the dispute resolution proves to be insufficient, all disputes concerning the interpretation, validity or implementation of this agreement belong expressly to the competence of the courts of the judicial district in Brussels.

Business4Good reserves the right to initiate a case in the judicial district of the client's place of residence or registered office.

GDPR

The client acknowledges to have taken note of and to agree with the processor agreement, privacy and cookie policy and disclaimer. These are an integral part of the general terms and conditions and are considered accepted.

When performing a delivery of confidential or non-confidential (personal) data in the context of the GDPR, Business4Good will charge the client reasonable costs for this. These must be paid before receiving the data.