

## **Terms & Conditions Linea Vitalis Ltd hereafter named Vitalis**

The Terms & Conditions apply to all legal relationships between Parties. Changes in these conditions must explicitly have been confirmed in writing by both Parties.

### **Article 1: General**

In these Terms & Conditions the following are understood to mean:

1. The Client: the individual or legal person who has commissioned Vitalis to execute work.
2. The coach/mentor/trainer/counsellor/psychotherapist: the person who carries out the work commissioned.
3. Parties: the Client and Vitalis together.
4. Consultant as here used covers coach, mentor, trainer, counsellors and psychotherapist.
5. Coach as here used covers life-, personal-, executive-, personal-, professional- and business-coach.
6. Sessions: face-to-face, telephone or Skype sessions of 50 minutes or 1 hour in length, as agreed between Vitalis and the Client. Where no specific number of sessions is agreed sessions will be provided on a session by session basis.

### **Article 2: Formation of the agreement**

1. The formation of an agreement is without any obligation for the Client, unless the time invested surpasses what is reasonable and the Client and Vitalis have therefore decided differently.
2. A proposal remains valid for three months. During that period, changes may occur which necessitate consultation about the feasibility of the commission. After three months Parties will consult about the consequences of the delay.
3. The agreement is established when Vitalis informs the Client about the acceptance of the work either in writing or orally, and the Client has informed Vitalis in writing that the work has been granted.
4. The agreement is entered into for an indefinite period of time, unless the content, nature or goal of the work explicitly manifests a temporary and definite period of time.

### **Article 3: Execution**

1. Vitalis will ensure that its Consultant will execute the work to the best of their ability and in their capacity as carefully acting professionals. Vitalis can, however, not be answerable for the achievement of any desired result.





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2. For the proper execution of an assignment, Vitalis can make use of Consultants who perform at the professionally required level, but who are not employees of Vitalis in the legal sense.

3. The Consultants abides by a code of ethics, and these rules constitute part of the agreement. The Client declares to continually and fully respect the obligations of Vitalis resulting from this. Copy available upon request.

## Article 4: Use of Information

1. Vitalis abides by the Data Protection Act 1974/1998 amendments (Registration Number: Z1430925) concerning all information acquired within the framework of the agreement, and will not disclose any information to any third party not involved in the execution of the assignment, unless required by law, professional obligation or where action might be necessary to prevent harm to the Client or someone else.

2. Consultants register Client's personal details or might take notes during or right after the work commissioned. This information is not identified by name and is stored securely.

3. Vitalis is authorised to use any data acquired from the work for study and marketing purposes, in so far as it cannot be traced to individual Clients unless permission is given in writing.

## Article 5: Fees and Payment

1. Travel expenses are calculated at the rate of 40p per business mile (by car) and real costs if distance requires other means of transport.

2. Fees are exclusive of additional expenses where applicable (e.g. hotel, meals, and materials).

3. Invoices will be sent in advance, unless otherwise agreed.

4. Payment by the Client must be made within the timeframe agreed upon, but in no case later than 30 days after invoice date. Sessions sold in packages are to be paid in advance. First Session is to be paid in advance. Deposit payable if agreed in writing.

5. In the absence of timely payment, the Client will be legally in default.

6. All extrajudicial (collection) costs incurred in reasonableness, that Vitalis incurs as a result of the Client's noncompliance with payment duty, are at the Client's expense.

7. If the Client fails to pay, Vitalis is entitled, without prejudice to any other rights, to postpone the further execution of the agreement with immediate effect, or annul the agreement, and everything that the Client owes Vitalis on any account, is claimable.

## Article 6: Cancellation Policy and Early Termination

1. Cancellation or early termination needs to be communicated to the other Party in writing.

2. Parties can terminate the agreement at all times.





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3. Should an agreement once granted, or one of the interventions within this agreement, not be continued by the Client for any reason the following cancellation rules will apply:

- Sessions: In the rare case of a cancellation at less than 48 hours' notice by the Client the full fee for that Session is due. Regarding cancellations with more than 48 hours' notice Vitalis will offer an alternative appointment.

- Other work (e.g. workshops, training): until 6 weeks before the start: 20% of the quotation amount or £100 (whichever is the greatest); until 5 weeks before the start: 33% of the quotation amount; until 4 weeks before the start: 67% of the quotation amount; within 3 weeks before the start: 100% of the quotation amount.

5. Any obligations entered into by Vitalis for the Client or within the framework of the assignment, which cannot be cancelled or stopped anymore, are at the Client's expense.

6. In exceptional circumstances Vitalis can decide to terminate the service to the Client early or refuse or be unable to provide further work to the Client. In such a circumstance the Client will be refunded any advance payments made for work not yet provided.

7. In exceptional circumstances Vitalis may need to rearrange the scheduled date. In those instances Vitalis will give the Client as much notice as possible. The work will be rescheduled at an agreed time.

8. Where the Client has paid for a package of several Sessions, any remaining Sessions are valid for six months after the last Session or the fee is forfeited.

9. If for any reason the Client should arrive late, the Session will end at the appointed time.

## Article 7: Liability

1. Vitalis has no liability for any loss, cost or damage incurred by the Client or a third party, whether financial or otherwise, following commencement of the work, or for any perceived failure by the Client, whether justified or otherwise, to achieve an improvement in quality of life or business or to achieve their desired outcomes or goals.

2. Vitalis is not liable for any loss, cost or damage incurred by the Client or any third party in the event of mental, physical, emotional stress or distress (or other ailment or condition) caused either directly or indirectly in relation to the work.

3. The Client shall indemnify Vitalis in the event of any such claim.

