



www.asplundcoach.com

GENERAL TERMS & CONDITIONS

DESCRIPTION:

Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking, empowering and creative process that inspires the Client to maximize personal and/or professional potential and helping the Client bridge the gap between their current reality and their dreams/goals/ambitions. The purpose of coaching is to develop the Client's awareness, thinking, and abilities in order to help them identify and achieve their personal and professional goals.

THE CLIENT/COACHING RELATIONSHIP:

In coaching conversations, the Coach will be direct and honest, and the Client is encouraged to do the same. The success of the coaching engagement depends upon the partners' willingness to remain open and committed to the process. Life coaching sessions will provide the Client with an opportunity to explore their thoughts and feelings to their assist learning, understanding and personal growth. The role of the Coach is to help the Client through this process without judgement. The Coach may on occasions give the Client information or offer suggestions to assist the partners in this process.

RESPONSIBILITIES:

1. In the absence of a regulatory/governing body for Life Coaching, the Coach understands, respects and agrees to abide by the [Global Code of Ethics](#) set out by the Association for Coaching.
2. The Client is responsible for creating and implementing their own physical, mental and emotional well-being, decisions, choices, actions and results. As such, the Client agrees that the Coach is not and will not be liable for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. The Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
3. The Client understands that coaching is not to be used as a substitute for professional advice by legal, mental, medical or other qualified professionals and will seek independent professional guidance for such matters. If the Client is currently under the care of a mental health professional, the Coach will recommend that the Client inform the mental health care provider and the client may need to have a referral letter from their health care provider.
4. The Client agrees to communicate honestly, be open to feedback and assistance and create the time and energy to participate fully in the program.

COMMITMENTS:

This process involves the Client's commitment, honesty and desire to change. The Coach pledges true helping intent and will offer commitment, honesty and respect throughout the coaching relationship alongside his broad range of life coaching skills. The Coach will:

- be present with an open heart and mind
- always hold the Client in positive regard
- be on time and well prepared
- not judge the Client or their perception of the world
- offer strategies and tools that support the Client's awareness, choices and to take action. All these tools and techniques are by invitation only (not to force change on the Client)
- protect the Client's health and wellbeing or that of others. Should the Client wish to harm themselves or children, the Coach will report the case to the necessary authorities for care and protection.

SERVICES:

The parties agree to engage in a (Life and/or Career) Coaching Program by Remote/Skype/Call meetings. A session will last approximately 60 minutes. The Coach will be available to the Client by e-mail and voicemail in between scheduled meetings as defined by the Coach. The Coach may also be available for additional

time/coaching sessions/client related service outside of coaching hours, per Client's request on a prorated basis rate of €95/hour.

SCHEDULE & FEES:

The agreed fee is payable in advance for either a 4-session or 6-session package. The sessions/ meetings shall be approximately 60 minutes in length. A specific fee for a bundled package of multiple sessions can be agreed as per individual needs, and in other currencies (USD, SEK, CZK) when applicable.

A session (package) is paid for prior to commencement. A requirement is that all payments be made via PayPal or bank transfer. Once payment is made, and the Client-Coach Agreement is signed, it is deemed that the Client has read and agreed to all the terms and conditions set out in this document and the transaction is final and the session time confirmed.

The coaching fee includes shorter correspondence via email or phone, that concerns questions on sessions or provided tools and documentation. In addition, work by the Coach between the sessions and preparations prior to sessions are included in above stated hourly fee. The Client has the opportunity to get access to and actively work with several useful life coaching tools and models which are as well included in the fee.

Payment is done in advance through **PayPal**, to PayPal account: ***mattias@asplundcoach.com*** or via bank transfer. Bank account details:

Bank name: Komerční Banka a.s.
IBAN: CZ7201000001158982960217
BIC/SWIFT: KOMBCZPPXXX

PROCEDURE:

The time of the coaching meetings and/or location will be determined by Coach and Client based on a mutually agreed upon time. The Client will initiate all scheduled calls and will call the Coach at the phone number stated in the top of this agreement for all scheduled phone meetings, or Skype. If the Coach will be available at any other phone number for a scheduled call, the Client will be notified prior to the scheduled appointment time. Both Parties may agree on other means of communication platform, such as other video conferencing solutions or face-to-face meetings.

APPOINTMENTS:

All sessions shall be booked and agreed via email. Booking of coaching sessions well ahead of time will ensure that the Client is accommodated with preferred time and days of the week. The Coach will not hold session times for all his clients, all sessions must be paid for prior to that session starting.

CANCELLATION & CHANGE POLICY:

The Client agrees that it is the Client's responsibility to notify the Coach at least 48 hours in advance of the scheduled call/meeting if the Client cannot make the session. The Client will be billed for a missed session if the client does not turn up or reschedule. The Coach will wait for 10 minutes, before the Client is noted as not turning up for the session. In the event the Coach cannot make the session time due to illness, he will immediately contact the Client giving them the option to have the session refunded or postponed.

If the Client needs to change an appointment, the Coach shall be informed by email or text/phone. If the Client cancels a booked session in less than 12 hours from the agreed date and time, the Client will incur a penalty of a NO SESSION REFUND and that session will be considered completed within part of their package. In the event of a client experiencing illness or unexpected work, travel or holidays, negotiations can be made to suspend remaining sessions for up to 3 months from the time of purchase.

CONFIDENTIALITY:

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound to confidentiality as defined by the Global Code of Ethics, but is not considered a legally confidential relationship (like in Medicine or Law). The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name/data as a reference without the Client's consent. Confidential information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the

Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) that the Coach is required by law to disclose.

Regarding point "e" above, there are some situations in which the Coach is legally obligated to breach the confidentiality and contact local law enforcement and/or social services authorities in order to protect the Client or others from harm. The situations include: 1) Child or elderly neglect or abuse, 2) Self-harm or suicidal actions, and 3) Harm to others. These situations rarely occur, and the Coach would make every effort to discuss the breach of confidentiality with the Client before taking action.

The Coach will keep the Client's file – intake sheet, contract & wheel of life (or my life line) and session correspondence – with the intention of undertaking future sessions. The Coach may at times keep brief written notes which the Client is welcome to see at any time. These records are maintained confidentially and will not be stored on computer or passed to any third party. At the end of the partners' work together the notes will be retained securely for 5 years in case the Client wish to return to coaching at a later date. After that time they will be destroyed by secure shredding.

GUARANTEE POLICY:

The Client's 100% participation and commitment to the coaching process is required. The Client is responsible for their own results and the Coach is 100% committed to helping the Client achieve their desired goals. ASPLUND Life Coaching has a "value back" guarantee which means that the Coach will do everything he can to assist the Client's success, as long as the Client is committed and trying their best. However, if the Client is not completely satisfied, it's encouraged to tell the Coach during the session, and together the partners will devise a plan to get the value the Client feels was paid for.

REFUND POLICY:

If the Client withdraw from a paid coaching package within the first 30 days for any reason, they will be entitled to a full refund, minus €50 admin fee and any sessions already taken. If you decide to withdraw from the coaching package after the first 30 days, there will be no refund.

LIMITATION OF LIABILITY:

Whilst the Coach is committed to act at all times in good faith, results are not guaranteed, and in the unlikely event of any dispute arising, the Coach's liability is limited to the fees paid. Except as expressly provided in this agreement, the Coach makes no guarantees or warranties, express or implied. **NO EVENT SHALL MATTIAS ASPLUND (THE COACH) BE LIABLE TO CLIENT FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT.**

The Coach shall not be held responsible and shall remain blameless for any adverse or other consequences, including but not limited to financial, personal, employment or other losses, arising out of decisions or actions the Client may make as a result of the Services provided by the Coach. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this agreement, and the Client's exclusive remedy, will be limited to the amount paid by the Client to the Coach under this agreement for all services rendered up until the termination date.

DISCLAIMER:

The Client is aware that Mattias Asplund uses a combination of life coaching and self-leadership techniques with his clients. By utilising Mattias Asplund's coaching services, the Client enters into an agreement with Mattias Asplund that they are responsible for creating their own results, following the program and completing the tasks and activities as outlined.

The Coach provides life, career, and wellness coaching. In the Coach's coaching program, any remedies, approaches and/or techniques mentioned are by way of invitation to the client. Most importantly, they are meant to supplement and *not to be a substitute* for professional medical consultation, care and treatment. The Client shall not attempt to treat a serious ailment himself/herself without firstly gaining proper consultation from a qualified health care professional. There is no relationship and obligations between the Parties outside the frame of this agreement and the professional coaching relationship.