Terms and Conditions

- 1. Unless otherwise agreed in writing, these Terms and Conditions apply to any appointments, relationships or activities performed by Sophie Rottiers and Bonnie Bohème, hereinafter called 'the Coach'. The Client is the receiver of the services and incudes also any third party that pays or administrates the service, hereinafter the 'Third Party'.
- 2. The Client or the Third Party accepts these Terms and Conditions by the simple fact that he requests services from the Coach, whether these services are paid or unpaid.
- 3. The Client is responsible for creating, maintaining and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. Client understands coaching is not a therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical condition.
- 4. The Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.
- 5. The Client understands that coaching is not to be used as a substitute for professional advice from mental and/or medical or other qualified professionals and will seek independent professional guidance for such matters. If Client is currently under the care of a mental health professional, the Client will inform the mental health care provider of the coaching engagement and will let the Coach know that he also works with a mental health professional.
- 6. Cancellation of meeting: The Client agrees that it is the Client's responsibility to notify in written the Coach 48 hours in advance of the scheduled calls/meetings. The Coach reserves the right to bill the Client for a missed meeting.
- 7. Confidentiality: 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 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.
- 8. In case a Third party pays or organizes the coaching sessions, confidentiality between Client and Coach shall remain entirely unaffected and the content of coaching sessions shall not be disclosed to the Third Party. 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 strict confidentiality under the International Coaching Federation Code of Ethics.
- According to the ethics of the coaching profession, topics may be anonymously and hypothetically shared with other coaching professionals or other third parties for training, supervision, mentoring, evaluation, further coach professional development and/or consultation purposes.
- 9. Intellectual Property: The Client and Third Party agree to maintain the material, the tools, technics and the information contained in the materials in strict confidence and only use it in connection with the coaching services provided to the Client. These terms and conditions do not grant any patents, licenses or similar rights to any intellectual property rights owned or used by the Coach.

- 10. Should the Client become involved in unethical situations during the course of the coaching relationship these will be discussed and reviewed in an appropriate and responsible manner. Should they not be resolved the coaching relationship may be dissolved at the discretion of the Coach (e.g., illegal activity on the part of the client, conflicts of interest, or other matters of professional ethical nature).
- 11. Consent: By entering into an agreement with the Coach, the Client and the Third-Party consent to the use by the Coach of all personal data supplied by them to the Coach which are required for the purpose of providing the coaching.
- 12. Data Integrity: The Coach will protect all confidential Client data with the same degree of care that is used to protect her own information of similar nature. The Coach cannot be held responsible for disclosure of data or breach of confidential information through data hacking, theft, or other illegal activity of a third party.
- 13. Termination: Either the Client or the Coach may terminate the collaboration at any time with 2 weeks written notice. If the termination is initiated by the Client, the balance of any unused coaching fees will not be refunded.
- 14. Limited Liability: Client understands that the sessions are consultative in nature and that any actions and decisions made by Client are the sole responsibility of Client. The Coach shall in no way be held liable or responsible for any loss, injury, damage, expense suffered by the Client or the Third party arising directly or indirectly from any coaching session or action or omission by the Client. The provision of the coaching services by the Coach is on a 'best effort' basis. The Coach makes no guarantee or warranties, expressed or implied, about any results to be achieved. Client agrees to hold harmless and indemnify Coach from and against any liability arising from or in any way related to Client's use of the Services. In no event will Coach's liability exceed the total of all payments made by Client or a sum equal to the last six (6) months of Client's payments to Coach, whichever amount is less.
- 15. Unlawful provision: Should any individual provision within this Agreement prove to be invalid, either in full or in part, this will not affect the validity of the remaining provisions.
- 16. Applicable law and competent court: These Terms and Conditions are governed by and shall be construed in accordance with Belgian law and the courts of Louvain (Belgium) shall have exclusive jurisdiction to adjudicate any dispute hereunder.