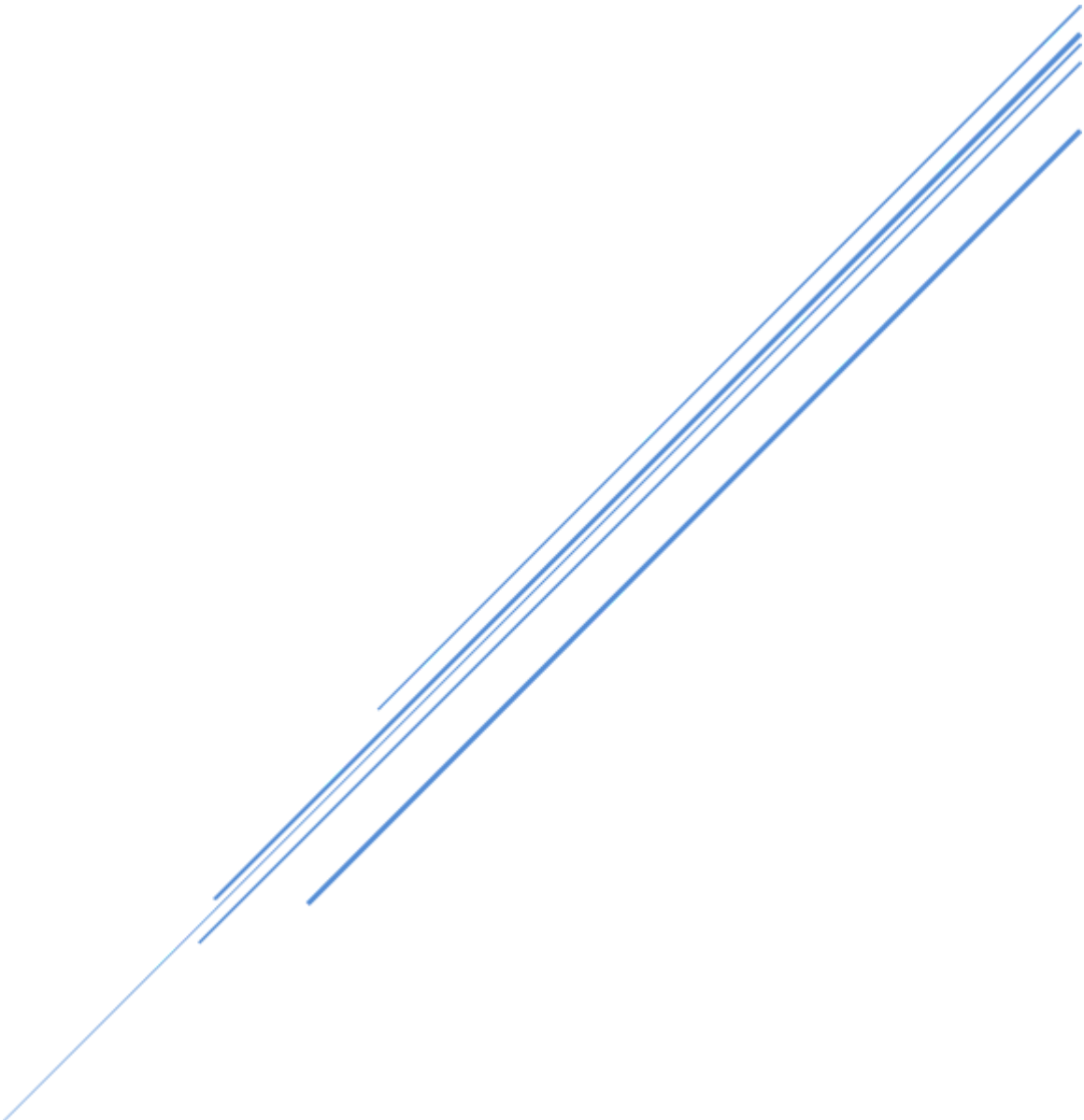


TERMS AND CONDITIONS

in respect of services



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I. Descriptions

1. Coaching

Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

2. Mentoring

“Mentor Coaching for an ICF Credential consists of coaching and feedback in a collaborative, appreciative and dialogued process based on an observed or recorded coaching session to increase the coach’s capability in coaching, in alignment with the ICF Core Competencies.” “A Mentor Coach primarily supports a coach in achieving the levels of coaching competency and building skills in the Core Competencies.” - ICF

3. Supervising

“ICF defines Coaching Supervision as a collaborative learning practice to continually build the capacity of the coach through reflective dialogue for the benefit of both coaches and clients.” “Coaching Supervision offers a coach a richer and broader opportunity for support and development. In Coaching Supervision, there may be a greater focus on reflective practice and the being of the coach. Coaching Supervision provides a wide-angle lens to review one’s coaching practice with a fellow practitioner.” - ICF

4. Personality Assessments

“In social psychology, self-assessment is the process of looking at oneself in order to assess aspects that are important to one's identity. It is one of the motives that drive self-evaluation, along with self-verification and self-enhancement.” - Definitions.net

II. Services

Services include coaching, mentoring, supervising and conducting personality assessments. (“Services”)

1. Coach - Client Relationship

- 1.1. Coach, Ilona Brunyanszki (“Coach”) agrees to maintain the ethics and standards of behavior established by the International Coach Federation (“ICF”) (Coachfederation.org/ethics). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.
- 1.2. Client is solely responsible for creating 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. As such, the Client agrees that the Coach is not and will not be liable or responsible 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.
- 1.3. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.
- 1.4. 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.
- 1.5. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders and that coaching is not to be used as a substitute for counseling,

psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

- 1.6. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

2. Agreement

- 2.1. Relevant Agreement must be read, signed and dated by both parties before or on the first meeting. The Agreement will be sent to the Client by the Coach as soon as payment is completed. The Agreement is valid based on accepting these terms and conditions.

3. Services

- 3.1. The parties agree to engage in the selected Program via online platform ("meeting"). Coach will be available to Client on all those occasions. Coach may also be available for additional time, per Client's request on a prorated basis rate of 50% per single session fee (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of coaching hours).
- 3.2. If the contracted topic could not be resolved within the signed and dated Agreement, extension of the service may be possible. In this case a new Agreement shall be signed and dated by both parties, as agreed.

3.3._____ If a new topic arises from the Client after the agreement has expired, a new Agreement must be signed and dated by both parties.

4. Fees

4.1._____ Service fees are valid as of the date of advertisement.

4.2._____ The fee and additional services as agreed by the Coach and the Client must be stated in the Agreement. The amount is payable in full before the first session starts. If no fee arrives before the first session starts, the Coach has the right to postpone the session until the fee is paid. If the first session is postponed two times, the Agreement will be automatically terminated.

4.3._____ Fees can be paid via PayPal, credit or debit card payment and direct bank transfer. Partial payments are acceptable only in special circumstances and subject to the Coach's approval. Cash and cheque are not accepted.

4.4._____ If rates change before the coaching agreement has been signed and dated, the prevailing rates will apply.

4.5._____ Promotion, discounts and coupons are only valid within the period advertised.

5. Refund Policy

5.1._____ Client may ask for a refund if changes his/her mind as follows:

5.1.1._____ 100% refund is offered 7 days prior to the initial session.

5.1.2._____ 50% refund is offered 48 hours prior to the initial session.

5.1.3._____ 25% refund is offered 24 hours prior to the initial session.

5.1.4._____ No refund is offered if less than 24 hours notice is given.

Please send a written notice with your name and the reason to enquiry@coachilona.com

6. Late arrival

6.1. If Client is late arriving at a Session, the Session will begin on Client's arrival and continue until the time when it is scheduled to end. If Client wishes the Session to overrun, and Coach agrees, then Client will be charged with the pro-rated Session fee for the extra time Coach spends in providing the Services.

7. Cancellation Policy

7.1. Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the cancelled scheduled meetings for both cancellation or rescheduling. Coach reserves the right to bill Client for a missed meeting when notification from the Client is less than 24 hours. Without sufficient notice, Coach may attempt in good faith to reschedule the missed meeting once during the term of the Agreement.

7.2. Coach is also responsible for giving 24 hours' notice when cancellation or rescheduling occurs. If less than 24 hours' notice is given by the Coach, one session fee will be credited/refunded towards the Client's account.

8. Termination

8.1. Either the Client or the Coach may terminate the Agreement at any time with 2 weeks written notice.

8.2. When the Client is not satisfied with the progress or the quality of the sessions, or when the client reaches the desired and agreed results/outcomes/goals before the set period has finished, the remaining amount/time/sessions can be

8.2.1. requested as a 50% refund; or

8.2.2. given as a 100% credit without an expiry date to either transfer it to a different Client or spend on products; or

8.2.3. used towards services with a new topic. If the Client wishes to set up a new topic, then the current Agreement shall be amended, signed, dated by both parties as agreed.

8.3. 100% refund/extension of the period may be offered due to medical circumstances or other unforeseen situations (e.g. loss of income) and it is subject to the Coach's approval.

9. Schedule and Procedure

9.1. Chemistry Session, By the Hour Coaching, Silver Package Coaching and Gold Package Coaching meetings shall be 50 minutes.

9.2. The Intensive Coaching Services are 4 hours excluding 1x15 minutes break; 8 hours excluding 60 minutes break or 5x8 hours excluding 5x60 minutes breaks.

9.3. Laser Coaching meetings in the Gold Package are 20 minutes long. The Laser Coaching Package includes an initial 1x50 minutes Chemistry call and unlimited 20 minutes sessions.

9.4. Mentoring, Supervising meetings shall be 90 minutes.

9.5. Personal Assessments are 30-90 minutes, depending on the type of the test.

9.6. Calls are made via Zoom online platform. Other online platforms may be used if the Client has any special request and it is subject to the Coach's approval. If an alternative online platform is agreed for the calls, the Client will initiate all scheduled calls. If the Client or the Coach will be at any other number/contact/platform for a scheduled call, notification needs to be sent in writing to enquiry@coachilona.com 24 hours prior to the scheduled appointment time.

9.7. Schedule must be confirmed during the chemistry session or the initial first session. Further sessions can be booked at a later time by either the Coach or the Client.

9.8. The frequency of the meetings must be confirmed during the chemistry session or before the initial first session. It is the Client's reliability to keep to the sessions and the Coach is not obliged to send reminders.

9.9. Calendar bookings are conducted via 10to8 Calendar and those Terms and Conditions apply. For more information, please click [here](#).

9.10. Calls are made via Zoom. Regarding the terms and conditions please click [here](#).

10. Sessions and Packages

10.1. Coaching

Coaching sessions and packages include services as advertised. All sessions and packages can be booked multiple times by Clients. Tasks set by the Coach and Client at the end of each session must be completed before the next session starts.

10.1.1. Chemistry Session: Duration is 1 session. Does not include any other services.

10.1.2. By The Hour Session: Duration is 1 session. Does not include any other services.

10.1.3. Silver Package Options:

10.1.3.1. 6 sessions – 3 months: the package includes 6 x 50 minutes sessions that expire 3 months from the start date. Does not include any other services.

10.1.3.2. 12 sessions – 6 months: the package includes 12 x 50 minutes sessions that expire 6 months from the start date. Additionally, a shared worksheet is used between the Coach and Client to provide more accountability and support in achieving the Client's goals.

10.1.3.3. 24 sessions – 12 months: the package includes 24 x 50 minutes sessions that expire 12 months from the start date. Additionally, a shared worksheet is used between the Coach and Client to provide more accountability and support in achieving the Client's goals.

10.1.4. Gold Package: All options include unlimited 20 minutes laser coaching sessions. The Client may record all coaching sessions for further reference. Additionally, a shared worksheet is used between the Coach and Client to provide more accountability and support in achieving the Client's goals. Options:

10.1.4.1. 6 sessions – 3 months: the package includes 6 x 50 minutes sessions that expire 3 months from the start date.

10.1.4.2. 12 sessions – 6 months: the package includes 12 x 50 minutes sessions that expire 6 months from the start date.

10.1.4.3. 24 sessions – 12 months: the package includes 24 x 50 minutes sessions that expire 12 months from the start date.

10.1.5. Laser Coaching Package: Includes a 1x50 minutes initial coaching session to determine the Client's topics/results/outcomes/goal(s). Thereafter, unlimited 20 minutes laser coaching sessions are conducted. All sessions may be recorded by the Client. Additionally, a shared worksheet is used between the Coach and Client to provide more accountability and support in achieving the Client's goals. If the Client requests further 50 minutes coaching sessions during the term of the contract, it shall be paid additionally on a prorated basis rate of 50% per By The Hour session fee.

Laser Coaching Sessions:

10.1.5.1. Laser coaching sessions are available in the Gold Package and in the Laser Coaching Package only.

10.1.5.2. Laser coaching sessions are 20 minutes long.

10.1.5.3. Unlimited laser coaching sessions within the contracted period, however only 1 laser session per day per Client.

10.1.5.4. Previous task must be completed before booking another call.

10.1.5.5. 24 hours notice for booking.

10.1.5.6. Sessions are served on a first come first serve basis and depend on the Coach's availability.

10.1.5.7. Recording of the sessions by the Client is allowed.

10.1.5.8. Sessions are conducted via Zoom.

10.1.5.9. All subjects and sessions are confidential and follow the recommended coaching ethic.

10.1.6. Intensive Services: This method can be mixed with other services. All sessions may be recorded by the Client for further reference. Options:

10.1.6.1. 4 hours: Booking is valid for 1 block of 4 hours and 15 minutes (½ day). Excludes a 1x15 minutes break that can be taken at the convenience of the Client.

10.1.6.2. 8 hours: Booking is valid for 1 block of 9 hours (1 day). Excludes a 60 minutes break that can be taken at the convenience of the Client.

10.1.6.3. 5x8 hours: Block is valid for 5 blocks of 9 hours, either as a whole week or otherwise (5 days). Excludes 5x60 minutes break. Expires 3 months from the start date. Additionally, a shared worksheet is used between the Coach and Client to provide more accountability and support in achieving the Client's goals.

11. Mentoring/Supervising

11.1. Chemistry Session: Duration is 1x50 minutes session. Does not include any other services.

11.2. By The Hour Session: Duration is 1x90 minutes session. 2 coaching recordings to be submitted by the Client 48 hours prior to the call/meeting.

11.3. Bronze Package: The Client may record all coaching sessions for further reference. Additionally, a shared worksheet is used between the Coach and Client to provide more accountability and support in achieving the Client's goals. 3 coaching recordings to be submitted by the Client 48 hours prior to the call/meeting. Options:

- 11.3.1. 3 sessions – 3 months: the package includes 3 x 90 minutes sessions that expire 3 months from the start date.
- 11.3.2. 6 sessions – 6 months: the package includes 6 x 90 minutes sessions that expire 6 months from the start date.
- 11.3.3. 12 sessions – 12 months: the package includes 12 x 90 minutes sessions that expire 12 months from the start date.

12. Personality Assessments

- 12.1. Chemistry Session: Duration is 1x50 minutes. Does not include any other services.
- 12.2. By The Hour Session: Duration is 1x30-90 minutes, depending on the type of test. A comprehensive written evaluation will be sent to the Client within 72 hours.
- 12.3. Incorporation with Coaching: If the Client would like to develop further after he/she discovers his/her talent, the Client may select an appropriate coaching package. The price of the taken personality assessment will be deducted from the selected initial coaching package's price.

13. Confidentiality

- 13.1. The Coach-Client relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of their relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege.
- 13.2. Coach shall treat all personal and business information supplied by the Client as confidential. Coach shall not disclose such information to any third party without

Client's prior permission, except where required by law or where action might be necessary to protect Client or someone else.

13.3. Coach shall treat all personal data in accordance with the requirements of the Data Protection Act 2018.

13.4. Confidential Information does not include information that:

13.4.1. was in the Coach's possession prior to its being furnished by the Client;

13.4.2. is generally known to the public or in the Client's industry;

13.4.3. is obtained by the Coach from a third party, without breach of any obligation to the Client;

13.4.4. is independently developed by the Coach without use of or reference to the Client's confidential information; or

13.4.5. the Coach is required by statute, lawfully issued subpoena, or by court order to disclose;

13.4.6. is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and

13.4.7. involves illegal activity.

13.5. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

14. Release of Information

14.1. The Coach engages in training and continuing education pursuing and/or maintaining ICF (International Coaching Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by ICF. By signing the Agreement, the Client has a choice to agree or not to have only his/her name, contact information and start and end dates of sessions shared with ICF staff members and/or other parties involved in this process for the sole and necessary

purpose of verifying the Coach-Client relationship. No personal notes or the topic will be shared.

- 14.2. According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

15. Record Retention

- 15.1. The Client acknowledges that the Coach does not retain any respected documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be securely maintained by the Coach in a format of the Coach's choice (print or digital/electronic) only during the terms of the contract. Thereafter, all related information and documents will be discarded.

16. Limited Liability

- 16.1. Except as expressly provided in the Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under the Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach for all coaching services rendered through and including the termination date.

17. Dispute Resolution

- 17.1. If a dispute arises out of the Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not so resolved, and in the event of legal action, the

prevailing party shall be entitled to recover legal fees and court costs from the other party.

18. Severability

18.1. If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. Waiver

19.1. The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the agreement.

20. Contracts (Rights of Third Parties) Act 1999

20.1. For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

21. Applicable Law

21.1. The Agreement shall be governed and construed in accordance with the laws of England and Wales without giving effect to any conflicts of law's provisions.

END OF DOCUMENT
