

Terms of contract and GTC

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1. Subject of the contract

- a) The basis of the coaching is the preparatory initial meeting between the two parties. Here the topic/reason for the coaching is named by the client.
- b) The coach provides her services on the basis of the data and information provided to her by the client or their representatives. The guarantee for their factual correctness and completeness lies with the client. Opinions and recommendations only prepare the personal decision of the client. They can in no case replace them.

2. Responsibility of the coach

- a) The coach will explain the methods and techniques used to the client at any point during the coaching, as well as point out possible risks and outcomes. In particular, it should be noted that coaching may create new relevant relationships in the client's life. The client often experiments with the new contact behavior, and the environment enters into a learning process as a result. This can have positive or negative effects.
- b) All information is treated confidentially by the coach and is not passed on to third parties. They only serve the agreed coaching relationship. The disclosure of information to third parties requires the written consent of the client.
- c) A record of the coaching will be kept by the coach to document the course and progress. (This serves the protection of both parties. The client has access to this protocol at any time upon request).

3. Responsibility of the client

- a) Coaching is based on cooperation and mutual trust. In this context, the coach points out that coaching is a free, active and self-responsible process and that a certain success cannot be promised. The coach stands by the client as a process companion and as a support for the client's own decisions and changes - the actual change work is done by the client.
- b) The client should therefore be willing and open to deal with himself and his/her situation and to change personally. The client is fully responsible for his/her own physical and mental health both during the session and in the period between appointments. All actions taken by the client as a result of the coaching session are his/her own responsibility.

- c) In case of couple coaching sessions: The coaching sessions will always take place with both clients. A non-appearance of one party will automatically lead to the cancellation of the appointment. This is because it is important for the success of the coaching that both parties are present throughout. Individual appointments with only one party, can only take place in consultation with the coach in advance, and with the consent of the other partner.

4. Coaching location

Unless otherwise agreed between the parties, coaching sessions will take place at the coach's premises or online.

5. Time frame, compensation

The coaching is limited in time.

The client initially commits to attend 5 sessions. According to experience, these are necessary for both parties to determine whether you can work well together and for the client to determine whether the methodology of the (body-oriented) coaching approach is feasible for himself.

6. Termination

The contract may be terminated by either party at any time without giving reasons. The termination must be made in writing. Already used services are to be paid regardless. The client agrees to participate in a final closing conversation/session.

7. Deficiency compensation

- a. In the event of non-attendance of firmly agreed coaching appointments, the client shall pay the coach a cancellation fee as compensation for damages in the amount of 100% of the agreed fee.
- b) The above payment obligation does not apply if the client cancels more than 24 hours before the start of the agreed appointment or is prevented from appearing through no fault of his/her own, e.g., in the event of illness or accident. Proof of non-appearance through no fault of the client can be requested by the coach.

8. Differentiation from therapy or other curative treatments

Coaching is not psychotherapy or curative treatment and is not intended to replace it. The coaching requires a normal mental and physical resilience. In case of complaints with disease value, the client is requested to inform the coach about it and to seek medical treatment.

9. Disagreements

Disagreements arising from the coaching or training contract and the General Terms and Conditions should be settled amicably. To this end, it is advisable to submit counter-arguments, dissenting opinions or complaints in writing to the respective other contracting party.

10. Severability Clause

Should individual stipulations of the coaching contract or the General Terms and Conditions be or become invalid or ineffective, this shall not affect the validity of the coaching contract as a whole. The invalid or ineffective stipulation is to be replaced by a term that is in line with the purpose of the contract or the intention of the parties as closely as possible.

11. Data protection information and declaration of consent to data processing

Personal confidential data is collected in order to carry out the coaching sessions. This requires the client's consent to the data collection.

11 a) RESPONSIBILITY FOR DATA PROCESSING

The person responsible for data processing is:

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11 b) PURPOSE OF DATA PROCESSING

Data processing is carried out on the basis of legal requirements in order to fulfil the coaching contract between you and me and the associated obligations. For this purpose, I process your personal data.

I process your data in order to provide you with my contractual or pre-contractual services. The data processed in this context, the type, scope and purpose and the necessity of its processing, are determined by the underlying contractual relationship. The processed data basically includes inventory and master data of the clients (e.g. name, address, etc.), as well as contact data (e.g. e-mail address, telephone, etc.), contract data (e.g. services used, fees, names of contact persons, etc.) and payment data (e.g. bank details, payment history, etc.).

11 c) TRANSMISSION OF YOUR DATA TO THIRD PARTIES

I will only disclose your personal data to third parties if you have consented to this.

11 d) STORAGE OF YOUR DATA

I will retain your personal data only for as long as is necessary to carry out the coaching sessions. Under legal requirements I am obliged to keep this data for at least 10 years after the coaching sessions have been completed.

11 e) DECLARATION OF CONSENT

By signing this form, you expressly consent to the collection and storage of personal data necessary for your coaching sessions. You have the right to revoke this consent at any time. However, a revocation is only effective for the future, as legal regulations require that your data be documented. After revocation of this declaration of consent, however, further coaching is no longer possible.

11 f) YOUR RIGHTS

You have the right to obtain information about the personal data concerning you. You may also request the correction of incorrect data. In addition, under certain conditions, you have the right to have data deleted, the right to restrict data processing and the right to data portability. The processing of your data is based on legal regulations. Only in exceptional cases do I need your consent. In these cases, you have the right to withdraw consent for future processing. You also have the right to complain to the relevant data protection supervisory authority if you believe that the processing of your personal data is not lawful.

11 g) LEGAL BASES

In the course of my services, I collect data from clients and prospective clients and other clients or contractual partners (uniformly referred to as "clients") in accordance with Art. 6(1)(b) DSGVO.

I may also process special categories of data pursuant to Art. 9 (1) DSGVO, in particular information on the health of clients, possibly with reference to their sex life or sexual orientation, ethnic origin or religious or ideological beliefs. For this purpose, I obtain, if necessary, pursuant to Art. 6 para. 1 lit. a., Art. 7, Art. 9 para. 2 lit. a. DSGVO, and otherwise process the special categories of data for health care purposes on the basis of Art. 9 Para. 2 lit. h. DSGVO.

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