

General Terms & Conditions

General terms & conditions of the coaching services of Ms Simone Reichert, located in Ericeira, Portugal with NIF 327599375 and hereafter referred to as “Coach”.

Description of Coaching: Coaching is a 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 Client to maximize personal and professional potential. It is designed to facilitate the creation and development of personal, professional or business goals and to develop and carry out a plan together with a strategy for achieving this. The service is performed by a qualified and certified coach (Practitioner NLP, Master Practitioner NLP, Practitioner Generative Coaching)

1) Coach-Client Relationship

A. Coach agrees to maintain and uphold the ethics and standards of behavior as described below. The Coach will:

1. Explain and ensure that, prior to or at the initial meeting, Client(s) understand the nature and potential value of coaching, the nature and limits of confidentiality, and any other terms of the coaching agreement.
2. Create a sound understanding in line with this agreement regarding the roles, responsibilities, and rights of all parties involved with my Client(s) prior to the commencement of services.
3. Maintain the strictest levels of confidentiality with all parties as agreed upon. Coach is aware of and agrees to comply with all applicable laws that pertain to personal data and communications.
4. Explain how information is exchanged among all parties involved during all coaching interactions.
5. Clarify to Client(s) or interested parties the conditions under which information will not be kept confidential (amongst others but not limited to illegal activity, if required by law, pursuant to a valid court order or subpoena; imminent or likely risk of danger to self or to others). Where Coach reasonably believes one of the above circumstances is applicable, Coach can inform appropriate authorities.
6. Remain alert to indications that there might be a shift in the value received from the coaching relationship. If so, Coach will make a change in the relationship or encourage the Client(s) to seek another coach, seek another professional or use a different resource.
7. Respect the rights of Client(s) to terminate the coaching relationship at any point in time for any reason during the coaching process subject to the provisions of this agreement.
8. Be sensitive to the implications of having multiple contracts and relationships with the same Client(s) at the same time to avoid conflict of interest situations.
9. Be aware of and actively manage any power or status difference between the Client and Coach that may be caused by cultural, relational, psychological, or contextual issues.
10. Assure consistent quality of coaching regardless of the amount or form of agreed compensation in any relationship.

11. Commit to excellence through continued personal, professional, and ethical development.
12. Recognize its personal limitations or circumstances that may impair, conflict with, or interfere with its coaching performance or its professional coaching relationships. Coach will reach out for support to determine the action to be taken and, if necessary, promptly seek relevant professional guidance. This may include suspending or terminating the coaching relationship(s) or this agreement.
13. Resolve any conflict of interest or potential conflict of interest by working through the issue with relevant parties, seeking professional assistance, or suspending temporarily or ending the professional relationship.
14. Identify accurately their coaching qualifications, expertise, experience, and training.
15. Make verbal and written statements that are true and accurate about what Coach offers as a professional and the potential value of coaching.
16. Communicate and create awareness with those who need to be informed of the ethical responsibilities written out in this agreement.
17. Be responsible for being aware of and setting clear, appropriate, and culturally sensitive boundaries that govern interactions, physical or otherwise.
18. Not participate in any sexual or romantic engagement with Client(s) or Sponsor(s). Coach will be ever mindful of the level of intimacy appropriate for the professional relationship. Coach takes the appropriate action to address the issue or cancel the coaching engagement.
19. Avoid discrimination by maintaining fairness and equality in all activities and operations, while respecting local rules and cultural practices. This includes but is not limited to, discrimination based on age, race, gender expression, ethnicity, sexual orientation, religion, national origin, disability, or military status.
20. Be honest and work within recognized scientific standards, applicable subject guidelines, and boundaries of my competence when conducting and reporting research.
21. Is aware of its impact on society and its Clients. Coach adheres to the philosophy of “doing good,” versus “avoiding bad.”

B. Client is solely responsible for creating and implementing its own physical, mental, and emotional well-being, decisions, choices, actions, and results arising out of or resulting from the coaching relationship and its 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. 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.

C. Client has the right to terminate or discontinue the coaching relationship at any time subject to the provisions of this agreement.

D. Client acknowledges that professional coaching is a comprehensive process that may affect different areas of their life, however, the objective of the sessions will always be to improve the mindset related to work or the agreed scope of the coaching. The Client agrees that deciding how to handle these issues, incorporating coaching principles into those different areas, and implementing choices is exclusively the Client's responsibility. Coach is

focused on letting Client reach objectives and conclusions through their own insights and resources. Coach asks questions but doesn't give answers.

E. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association 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 informs the mental health care provider of the nature and extent of the coaching relationship agreed upon by Client and Coach.

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

1) Services

Parties agree to engage in a Coaching Program through one on one meetings. The Service is based on, but not limited to NLP (Neurolinguistic Programming) and Generative Coaching. Coach will be available to Client by e-mail in between scheduled meetings.

2) Fees & Payment Terms

The fees for the coaching services shall be agreed in advance between the parties and will be specified in the corresponding invoices. Invoices are payable within 14 calendar days from the date of issuance. In the event of late payment, interest will accrue at a rate of one percent (1%) per month, calculated on a pro rata basis for any partial months, in accordance with applicable Portuguese law.

3) Procedure

The Client will be notified of the acceptance to the coaching program. The Client completes the intake form and the Coach proposes a timetable for the first session. During the first session the intake form is reviewed together, the coaching objectives are determined and the coaching process will start. In the second and subsequent sessions, a reflection on the previous session is performed, followed by a possible adaptation of the exercises for the Client to enable reaching and integrating the desired results. After the third session, a feedback form is filled out to determine the impact and to discuss possible next steps.

4) 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 by the principles of confidentiality set forth above in point 1.A. 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. 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) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) 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 (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

5) Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the start of scheduled calls/meetings in case of cancellation. Coach reserves the right to bill Client for a missed meeting after this period. Coach will attempt in good faith to reschedule the missed meeting.

6) Termination

Once the payment term for the final invoice has expired and the client has not raised any substantive objections regarding the performance of the assignment, the assignment shall be deemed approved. Upon settlement of the final invoice, the assignment will be considered officially completed and closed.

7) Limited Liability

Except as expressly provided in this Agreement, the Coach makes no guarantees, representations, or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon, and rendered. In no event shall the Coach be liable to the Client for any direct or indirect, consequential or special damages.

Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services actually rendered.

8) Entire Agreement

This document, including its schedules or annexes, reflects the entire agreement between the Coach and the Client, and reflects a complete understanding of the parties with respect to its subject matter. This document supersedes all prior written and/or oral representations. The document may not be amended, altered, or supplemented except in writing signed by both the Coach and the Client.

9) Dispute Resolution

If a dispute arises out of this Agreement that cannot be resolved amicably, the Client and Coach agree to attempt to mediate in good faith within 45 days after notice is given. If the dispute is not resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party or a court located in or close to the resident town of Coach.

10) Severability

If any provision of this document shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court declares that any provision of this document is invalid or unenforceable, and limits this or several conditions in such manner that these would become valid and enforceable, then such provision shall be deemed to be agreed upon, as so limited.

11) Applicable Law

This document shall be governed and construed in accordance with the laws of Portugal.

12) Binding Effect

These general terms and conditions apply to all coaching services provided by the Coach, regardless of the format in which the services are delivered (including but not limited to in-person, online, or hybrid formats). By engaging the Coach's services, the Client agrees to be bound by these terms and conditions. These terms shall apply to all assignments, unless otherwise agreed in writing, and shall remain binding upon the Client and its successors or permissible assignees.