



GENERAL TERMS & CONDITIONS

1. Scope

These General terms and conditions (hereinafter Terms and Conditions) apply unconditionally, unless otherwise agreed to the relationship between Yann Ghisalberti, founder of Coach4ADHD, KWK (Dutch Chamber of commerce) number 95192972 (hereinafter after the Coach), located Voorplecht 13, 1186WP Amstelveen, reachable at +31 6 826 857 81, VAT number NL003097495B30 and his clients (here after the Client).

These Terms and Conditions can be found on the website of the Coach: <https://coach4adhd.nl/TermsAndConditions.pdf>. The Client declares that he/she read and understood these Terms and Conditions. Validation of the quotation implies unreserved acceptance of these Terms and Conditions. Once the Client accepts the quote, the Contract between the Client and the Coach is binding for both parties.

In the absence of proof to the contrary, the data recorded in Coach's computer system constitutes proof of all transactions concluded with the Client.

2. Execution of the Contract

Following the first contact, the Client and the Coach determine whether they can work together. If so, they undertake to enter a contractual commitment, (here after the Contract), the content of which consists of these Terms and conditions.

2.1 Execution of the Contract by the Coach

The Coach is an individual independent practitioner for coaching, counselling, intervision and supervision. An eclectic approach is used from diverse coaching and counselling methodologies.

The coach undertakes to offer slots in his diary so that the customer can book coaching sessions.

The Coach will execute the Contract to the best of his insight and ability, in accordance with the standards of good professionalism.

The Coach reserves the right to cancel or postpone appointments free of charge in case of illness, incapacity, death or serious illness in the family or close social circle, that would be reason for the Coach to be unfit for work according to standards of good practice.

The Coach reserves the right to postpone appointments in case of further education or training for the Coach in the area of supervision and personal professional development, in case these fall on the same day as appointments with the Client. The Client should be informed 24 hours before the appointment.

2.2 Execution of the Contract by the Client

The Client makes sure to provide timely all information that the Coach indicates as necessary or that the Client could reasonably assume to understand as necessary to execute the Contract.

If the Coach has not received all information necessary for the execution of the Contract, then the Coach reserves the right to postpone execution of the Contract and/or to charge any expenses resulting from such delay to the Client according to prevailing rates.

The Client has an exertion duty towards the Coach, never a duty to produce results.

All sessions completed are payable unless they have already been paid for.



3. Fees and quotes

Before the 1st session, the Coach sends a quote to the Client, along with these Terms and Conditions.

Once the client accepts the quote, unless explicitly agreed otherwise, a payment obligation is assumed by the Client from the first coaching session.

Quotes are based on information made available to the coach. The quote contains information concerning the price the Client must pay once he//she accepts its, description of the service provided, and if applicable taxes (such as VAT).

The quote is valid for 15 days from date of quote.

Once the quote is accepted by the Client, the Coach and the Client are entering the contract governed by these Terms and Conditions and the 1st coaching session can be planned.

4. Payment conditions

Payment can be in cash or via bank transfer (account number NL55 ABNA 0137 3764 99 to the name of Yann Ghisalberti) after each session, or afterwards as per invoice, unless agreed otherwise (such as for workshop or purchase of a bundle of sessions). Invoices should be paid within 15 days from invoice date.

Once the Client books a session, **it can only be cancelled more than 24 hours in advance**. If a session is cancelled after this time, the full price is payable by the Client to the Coach. The Coach will send an invoice to the Client, payable within 15 days.

If the Client fails to attend a session, he/she booked, the full price is payable by the Client to the Coach. The Coach will then issue an invoice as for any other session, payable following the conditions stated in these General Terms and Conditions.

If the Client fails to pay on time the Coach will first send him/her a reminder without charging any fees. If despite the reminder, the Client fails to pay, the Coach will charge a standard fee for collection costs of €40 as well as the expenses incurred, such as legal fees or collection costs. The Coach will also charge statutory interest, calculated from the date the payment term expires.

5. Personal Data and GDPR

The Coach complies with the legal obligation concerning the protection of personal data. As such, the privacy policy of the Coach can be found following this link: <https://coach4adhd.nl/PrivacyPolicy.pdf>

6. Confidential information

Both parties are bound to safeguard all confidential information obtained from each other pursuant to the Contract or from other sources. Information is considered confidential when it is indicated as such by the other party or when it is obvious from the nature of the information.

If a legal obligation or a court decision obliges the Coach to share confidential information with third parties, the Coach cannot be held liable for the disclosure of such information and for the consequences thereof. The Client cannot seek for compensation and such disclosure is not considered as a breach of the Contract by the Coach.



7. Safeguards

In case of imminent danger for either Client or society or any other person, the Coach reserves the right to contact the relevant authorities and, eventually the emergency contacts given by the Client to the Coach.

In such situation, the Coach is allowed to share relevant information with authorised people or organisations if danger can thereby be alleviated.

8. Liability

The Coach has a duty to exert, not a duty to produce results. This means that the Coach will at all times exert himself to the best of his ability to work within the limits of competency.

Decisions made by the Client are his or hers. The Coach is never liable for decisions made by the Client. The Coach is not liable for direct or indirect damage, emotional damage or damage resulting from decisions the Client has made, personally or in consultation with the coach.

The Client is always responsible for individual decisions he/she makes.

9. Termination

If the Client purchased and pays in advance a bundle of sessions, the Contract between the Coach and the Client, governs by these Terms and Conditions, ends once the last session is executed (or presumed to be executed if the Client fails to attend or to cancel 24 hours in advance). If the Client fails to book one or several sessions, the Contract is automatically terminated once the bundle expires and no reimbursement is possible.

If the Client enters a coaching trajectory with the Coach and is buying sessions without a bundle, the Contract can be terminated by the Client or the Coach at any time, following a notice period of 15 days. Upon termination, if both parties cannot find an agreement, the original amount decided in the initial agreement will be charged to the Client.

The Coach has the right to terminate the Contract at any time, without failure to comply or legal intervention, in case Client has proven to be unable to meet financial commitments within the agreed terms.

10. Renewal of the Contract

The Contract between the Client and the Coach can be extended by mutual agreement of both parties, after all the sessions referred to in the quote have been executed.

If no number of sessions have been referred to in the quote accepted by the Client, the Contract is automatically renewed until the Coach, or the Client, gives notice to the other party or until the Coach and Client agree to terminate the contract.



11. Complaints procedure

The Client should state objections to any invoice of the Coach within 14 days from the invoice date in writing to the Coach. Failing that, the Client is assumed to agree to the amount of the invoice.

If the Client has complaints about the work executed, then this should be communicated in writing to the Coach within 14 days of the occurrence of the event leading to the complaint. The written complaint should describe the perceived failure as detailed as possible, so the Coach is able to understand and respond adequately.

After acknowledging the complaint, the Coach commits to discuss with the Client to try to find a solution. If the Client and the Coach reach an agreement to solve the dispute, the Coach will as best as possibly comply with the chosen solution.

The Coach is affiliated with LVSC, the professional association for supervisors, coaches and organizational counselors in the Netherlands. LVSC can handle complaints which cannot be resolved with their Committee for Assessment and Mediation and Disciplinary Board.



If no agreement can be reached between the Coach and the Client or via the LVSC the Client can decide to go to court.

12. Jurisdiction and applicable Law

These Terms and Conditions are governed by the Dutch Law. When applicable, the Court of Amsterdam (Rechtbank Amsterdam) has jurisdiction for complaints related to these Terms and Conditions.

13. Alterations of conditions

The version of the agreement applies as current at the time of acceptance of the quote by the Client.

Amstelveen on 12/06/2025,

Yann GHISALBERTI