

Terms & conditions

Entrepreneurality acknowledges to work with highly personal situations. Integrity is an important aspect of being an Entrepreneurality coach and therefore I aim to be as transparent as possible in the terms & conditions.

Within this document, there is also intergraded information about the ethical responsibilities of a coach. To my best extent I tried to distinguish the responsibility of the two relevant parties; the coach and the client.

This document is meant for managing one's expectations. It is the responsibility of Entrepreneurality to share this document with its (potential) clients and this will be done on both the website and via email. This way I check with my clients if they understand and agree with what is written in this document in order to create a mutual understanding before the process is started.

We expect each client to take personal responsibility in reading this document and make any inquiries where necessary.

Terms used in this document:

- **The coach** refers to the one Entrepreneurality coach Gina Schlee, who is also the founder and director.
- **The client** refers to the person using Entrepreneurality's services.
- **Consent** refers to a freely given, specific, informed and unambiguous statement of agreeing with the terms & conditions and the privacy policy of Entrepreneurality.

1. Coach-client relationship

The coach-client relationship refers to the way the coach and the client work together. Within a coaching process, the client is encouraged to think of options suited for their authentic situation. Together with the coach, the client plans on what is the best way to handle a situation. The more information the coach is provided with, the better the coach can help the client.

1.A. Shared responsibility for giving information: The coach is responsible for sharing information about the procedure, steps to be taken within the coaching sessions and to inform the client about actions with a necessity. The client is responsible for sharing his/her information concerning his/her life and situation. When information is withheld from the coach or lied about by the client, the client is responsible for the consequences this might give. The coach can NOT be held responsible for the effects of this on the client's process. The coach relies on the honesty of the client. And it is the client's responsibility to provide honest and complete information.

1.B. The client's responsibility of implementation: The coaching process is focussed on helping the client make the desired changes in his/her life. It is the coach's responsibility to guide this process and it is exclusively the client's responsibility to implement changes in his/her physical, mental and emotional well-being that might lead to improvements. The client is the person to decide whether certain decisions, choices, actions and results existent from the interaction between the client and the coach, are useful in his/her life. Therefore, it is the client's responsibility to act within the process.

1.C. The client's understanding of the coaching process: A coaching process is a process focused on growth. The client understands that growth is not achieved by a quick fix and that the client him-/herself needs to invest time and energy to take steps and actions in his/her life that may or may not lead to improvements. Any process of growth contains actions that work and actions that don't work.

The client also understands that the process is meant for people without a clinical or medical character (view section 3.A.) and that Entrepreneurality can NOT provide and is NOT responsible for giving services in

times of emergency. In case of emergency, the client has to contact the proper emergency services available in their home country.

1.D. Psychological safety: The coach is responsible to provide a safe environment within the coach-client relationship. Within Entrepreneuriality it is extremely valued to ensure your safety. We truly believe that safety is the foundation for growth and it has to be taken seriously. This means, that a coach takes the client seriously. Humour may be used to lighten up the atmosphere, but a coach is NEVER allowed to laugh AT the client. Also, humiliation, bullying and discrimination are strictly prohibited within Entrepreneuriality. Discrimination includes, but is not limited to, age, race, cultural background, religion, disability, sexual orientation or gender expression.

A safe environment means that a client feels at ease with sharing any ideas, questions, concerns or mistakes with the coach. The client understands that not feeling at ease might also come from within him-/herself. Talking about the observed barrier is the only way to find a solution.

1.E. Equality versus inequality: Both the coach and the client acknowledge that the roles of being a coach or a client are per definition unequal. Although there will be room for mutual feelings of connection, the relationship stays professional. The coach is responsible for the balance between keeping a professional distance and standing next to the client with the purpose of helping him/her grow. At the same time, both the coach and the client should acknowledge that both parties are humans who might make mistakes and have their personal boundaries. However, it is the coach's responsibility to take the lead in case something threatens the relationship.

2. Confidentiality

The information shared within the coach-client relationship is confidential and will not be shared with any third party.

2.A. Exceptions of the confidentiality code: When there is any relevance of sharing confidential information, it can only be done when both the coach and the client give their consent to it. In this case, the coach is responsible to inform the client on the relevance and use of sharing information and also for specifying which information will be shared for that purpose. The exception also counts for the information that is not seen as confidential, and for which the coach does not need the consent of the client for sharing, which is as followed:

- The information generally known to the public (for example information from online profiles)
- The information generally known to the public in the client's industry
- The information obtained from a third party, without the violation of the client's rights
- The information written by the coach without any direct reference to the client or his/her confidential information.
- The information required by lawfully issued subpoena, or by court order
- The information that is shared with the coach and with the result of the coach reasonably believing there to be a likelihood for the risk of danger or harm to the client or to others.
- The information about illegal activity of the client.

2.B. Documentation of (non-)confidential information: The information shared in the coach-client relationship will be documented with the purpose of tracking the client's progress. The coach is responsible for keeping the information in a safe place and the coach is the only one with direct access to the information.

2.C. Technical precautions for safekeeping of confidential information: The coach is responsible for taking the necessary precautions to prevent the client's information from being leaked.

2.D. Data collection: without collecting your information, there cannot be a coaching process. However, there are privacy laws in place which inform you about your rights concerning Entrepreneuriality's data collection, processing and documentation. Please read the **privacy policy** as well.

3. Services

Entrepreneurality offers coaching services focused on maximizing the client's personal and professional potential. It should not be confused with therapy. Entrepreneurality is qualified to help clients set personal or professional goals with a focus on skills and attitude, design a personal strategy and plan to achieve the goals and guide the client while carrying out the plan. Entrepreneurality is qualified to use the coaching tools she is using during this process.

Entrepreneurality also offers informative services in the shape of a blog on the website and social media posts. This informative services are focused on educating people about (scientific) subjects with relevance to Entrepreneurality.

3.A. Entrepreneurality is NOT qualified for: conducting psychotherapy and the use of clinical methods or work within the field of psychopathology. Therefore, Entrepreneurality does not

- Work with anyone under the age of 18
- Treat any behavioural, emotional or social disorders as defined by the American Psychiatric Association
- Treat suicidal thoughts and tendencies
- Treatment after severe trauma like abuse, war situations, severe violence
- Provide substance abuse treatment
- Provide psychotherapy or psychoanalysis
- Provide legal or medical advice

When one of these points is observed with an Entrepreneurality client, or when the client's situation does not fit Entrepreneurality's scope of expertise or qualification, the process will be terminated.

3.B. The coach's limitations: As a human being the coach also has her own limitations. Certain subjects might affect the coach in a way that makes her unable to continue working with the client in a professional and ethical way. The coach is responsible for observing her own limitations and taking action where needed. In case the coaching process cannot be continued, the coach will help the client understand the reason for the termination of the process and start the procedure as described in section 5.C.

4. Prices And Payment

The prices of the different services are mentioned on the website: <https://entrepreneurality.org>

4.A. Payment procedure: Entrepreneurality works with highly personalized processes and services. The agreements made between the coach and the client depend on the personal situation of the client. The agreements that were made are always communicated via email, to make sure there is a documentation of these agreements.

Payments should be made via TransferWise, WorldRemit or PayPal with the details provided via email.

4.B. In case of payment delay: There are several different situations of payment delay:

- When a single payment is delayed for the first time, a new payment date will be set, without further consequences.
- When the same single payment is delayed for the second time, a new payment date will be set + the client has to pay an extra 10% from the price he/she originally had to pay (either per session or per package deal of sessions).
- In case of a payment per sessions and the first delay of payment was solved, but another delay of payment occurs later in the process, a new payment date will be set + the client has to pay an extra 10% from the price he/she originally had to pay for that specific session.
 - o In all situations described above, the new payment date will always be before the next upcoming session.
- When, in any kind of way, there is a delay for the third time, the client is responsible for the payment of the received sessions included the fee of 10% of that total price and the process will be terminated.

4.C. Exceptions: exceptions for how and when to pay can be made, but only with the consent of the coach and clear written communication about what is agreed upon.

4.D. The coach's responsibility: the coach is responsible for mentioning the maximum date of payment on the invoice that has to be emailed to the client. It is also the coach's responsibility to be transparent about the costs of the services and any extra costs when relevant.

5. Service delivery

Entrepreneurality works entirely online. Within Entrepreneurality there is nothing that has to be sent to and received at a physical address.

5.A. Answering applications: When a person applies for a program online, he/she will receive an answer within 2 days via email.

5.B. Delays in online presence: When appointments are made, it is expected that the agreed time is reserved in both the agenda of the coach and the client. This should be taken seriously.

When either the client or the coach is delayed for the appointment, he/she should not be surprised if that affects the amount of time left for the session. A session generally takes 1 hour, so if there is a delay of 10 minutes, there are 50 minutes left, unless the agendas are flexible enough to still use the full hour.

When the coach is delayed for an appointment, and the agendas are not flexible, the client and the coach can agree upon scheduling 30 minutes extra (free of charge) for the upcoming session only.

5.C. Complete session rescheduling or cancellation and the effect on the payment: When the whole session has to be rescheduled or cancelled, the specific situation will be reviewed. In case, the client cancels less than 2 hours before the session, they will be held responsible for the payment of that session. In case the person paid for a program, the cancelled session will either be seen as an official session of the program, or the price of one session will come on top of the original program price.

5.D. Change of programs: Purchased services are non-refundable as described below, but in case there is a need for changing the program, the specifics of the change should be discussed properly between the coach and the client. It is the coach's responsibility to make sure that the changes made, are registered via written communication.

5.E. Exceptional offline work: In the event of offline work, the Entrepreneurality coach and the client have to sign a coach-client agreement form that specifies the agreements between the coach and the client.

6. Email and phone policy

This section gives more information about how Entrepreneurality can be contacted.

6.A. Channels: Entrepreneurality is available via email and via Facebook for concrete actions like asking concrete questions or sharing information. Discussions and conversations are expected to be executed via sessions and not via any other online medium.

The sessions are held online via Skype, Zoom or via Facebook messenger video call. Skype and Zoom are only to be used for sessions. Chatting during sessions is alright, but messages outside of sessions should be sent via email or Facebook messenger.

It is possible to shape sessions with chatting instead of calling. This can only be done by skype.

6.B. The effect of time differences: Due to time differences and busy message traffic, it cannot be expected of the coach that she will reply to emails or Facebook messages on the same day. The coach should be given at least two days to respond to messages.

6.C. Availability of contact via phone: The phone number of Entrepreneurality is only given in exceptional cases. When given, the client is expected to understand the purposes for which the number has been given and for nothing else. As stated in section 1.C., Entrepreneurality is not an emergency service and telephone use should be brought to the absolute minimum and necessary. In case of violation, the phone number of the client will be blocked and in case this leads to bigger friction, the coach can decide upon termination of the process.

7. Returns, Refunds And Complaints

The intake process is designed to help the client make the right decision. It is designed to check if there is a good coach-client fit and also to see what type of program fits the needs of the client. Therefore, **purchased services are non-refundable.**

7.A. Complaints: We hope you never have to make any complaints about the services provided by Entreprenality, but in case there is anything, please contact Gina Schlee, founder and director of Entreprenality, directly via info@entreprenality.org

7.B. Ending the process prematurely: In case of the wish for ending the process prematurely, the coach and the client should define the reason and make arrangements for a possible refund. A **refund is only granted** when the client has purchased a program existing out of several sessions and only a part of the sessions are received by the client. The refund will be based upon the price per session.

Both the coach and the client could have reasons to end the process prematurely. One of the reasons for the coach could be when she notices that the process is not helping the client and especially when she starts to notice the process is harming the client. The coaching process is strictly meant to have a positive effect on the client and his/her life. When this is not the case, ending the process can be discussed among both parties.

8. Limitation Of Liability

All of the tips, information and courses of Entreprenality can be implemented at one's own responsibility. People should judge by themselves what and how they want to use the tips, information and courses provided by Entreprenality.

The coach makes no guarantees, representations or warranties of any kind of nature. Therefore the coach is NOT liable to the client for any indirect, consequential or special damage.

9. Intellectual Property Rights

The articles, information and exercises provided by Entreprenality are original content. The content used from other resources is identified by mentioning the source of origin. The website and its original content and functionality are owned by Gina Schlee and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

10. Exceptions

Whenever there is any reason to make exceptions on the terms and conditions described above, Gina Schlee is the only person who can arrange this. The exceptions should be made clear in a written form of communication that clearly states what Gina Schlee and the client agree upon.

11. Future Changes

Entreprenality is a business that will never stop growing and developing. The terms and conditions will be revised on an annual basis. When changes are made all contemporary clients (those who are in a process provided by Entreprenality) will receive a copy of the new terms and conditions and they will be found on the website.