



## Terms and Conditions

### Article 1 Definitions

Agreement:	agreement in writing between OF WOOD and the Client
Client:	the contracting party to OF WOOD in an Agreement
Coachee:	any beneficiary of the coaching, counseling or training services provided by OF WOOD (incl. all participant and the Client)
OF WOOD:	means OF WOOD Sarl-S, a Luxembourg simplified private limited company ( <i>société à responsabilité limité simplifiée</i> ) having its registered seat at rue de Bonnevoie 31, 5950 Itzig, Luxembourg and acting as a bureau for coaching, counseling and training
Quotation:	offer by OF WOOD to the Client in order to sign an Agreement
Service:	coaching, counseling, training or a combination of any of these

### Article 2 In General

- a. These Terms and Conditions are applicable between OF WOOD and (i) the Client and (ii) the Coachee – who will explicitly accepts these Terms and Conditions,
- b. These Terms and Conditions are applicable to any and all oral and written Quotations, Agreements and Services by or with OF WOOD. This goes in so far as neither party has waived this explicitly and in writing.
- c. The Terms and Conditions are applicable from the moment of publication and can only be amended by OF WOOD and duly notified to each concerned Client.
- d. These Terms and Conditions remain applicable when subcontracting a third party in order to meet the Services as agreed upon in the Agreement between OF WOOD and the Client.
- e. If one or more clauses in these Terms and Condition are nullified, a new Agreement will be made that in that case a clause is applicable that meets the scope of the nullified clause as much as possible.

### Article 3 Quotation

- a. All Quotation by OF WOOD are non-committal unless the Quotation specifically mentions a deadline for acceptance of the offer.
- b. The prices in a Quotation do not include taxes and other government charges, nor do they include any costs made to execute the Agreement, such as shipping and handling and administrative costs, unless stated otherwise.
- c. A combined Quotation does not require OF WOOD to execute a part of the Agreement for a corresponding part of the quoted price.

- d. Any and all contingency activities and costs will be discussed in a timely manner and will be reasonably calculated and invoiced after consultation with the Client.
- e. The prices in a Quotation do not automatically apply to future inquiries.
- f. OF WOOD is not required to meet obvious errors in a Quotation.

#### **Article 4 Agreement**

- a. The content, duration and price of the Services will be established in the Agreement.
- b. If a term for completion of certain Services is established within the duration of the Agreement, then this is never a deadline. After consulting with the Client, the decision to either continue or end the Agreement or the execution of the Services can be made.
- c. Cancelling the Agreement by the Client has to occur in writing. The date of receipt of the letter or email message is considered to be the cancellation date.
- d. If cancellation is requested up to 6 weeks in advance of the start of the Agreement, 50% of the agreed upon price will be invoiced as cancellation costs.  
If cancellation is requested between 6 and 2 weeks in advance of the start of the Agreement, 75% of the agreed upon price will be invoiced as cancellation costs.  
If cancellation is requested within 2 weeks in advance of the start of the Agreement, 100% of the agreed upon price will be invoiced as cancellation costs.
- e. In case of cancellation, any and all costs made in preparation of the Agreement, as well as preparation time, will be charged, regardless of the time until the agreed upon starting time of the Service.
- f. OF WOOD always reserves the right to reschedule and/or cancel (any part of) an Agreement if too many Coachees cancel their participation. The additional costs that are associated with this will be invoiced to the Client.
- g. OF WOOD always reserves the right to reschedule and/or cancel (any part of) an Agreement in case of illness, disability, death or severe illness of relatives or dear friends which would prohibit OF WOOD to properly execute the Agreement.
- h. If one of the involved parties fails to properly execute the agreed upon requirements, has explicitly been notified about this by the other party, and still fails to properly execute the requirements within a reasonable timeframe, the other party will be authorized to terminate the Agreement without owing the failing party anything. The Services that have been provided up until the termination of the Agreement will have to be paid as agreed upon.

#### **Article 5 Execution of the Agreement**

- a. Obligations by OF WOOD are effort based, not result based. This means that OF WOOD will always put its best effort to work within the limits of competence. To guarantee the quality and to continue to improve the competences, OF WOOD will regularly use applicable intervention and/or supervision and constant professional development.
- b. The Client and the Coachees understands that they themselves are responsible for supplying the necessary information to be able to properly execute the Agreement. OF WOOD is not liable for any loss due to incorrectly or incompletely supplied information by the Client or Coachees.
- c. The Client is dedicated to complete the Agreement and realized that they themselves are responsible for their results.
- d. If, while executing the Agreement, it appears that the reasonable execution of the Agreement requires any expanded or amended Services, the Agreement will be amended

as such in a timely manner and with mutual Agreement – if not OF WOOD is entitled to end the Agreement.

- e. If both parties agree that the Agreement gets amended or expanded, the time of the completion of the Services as well as costs thereof can change. OF WOOD will notify the Client as soon as possible if this is the case.
- f. If OF WOOD prematurely terminates the Agreement, OF WOOD, unless the early termination is due to facts and/or circumstances that are imputable to the Client or the Coachee, will either take care of the transfer of any and all remaining Services to a third party or end the Agreement.

#### **Article 6 Payment Terms**

- a. Payment of the agreed upon Service takes place via an invoice.
- b. Invoices need to be paid by the Client no later than 14 days after the date of the invoice.
- c. The Client has the opportunity to express any and all objections against the invoice in writing and by registered mail to OF WOOD within two weeks after the date of the invoice.
- d. OF WOOD reserves the right to immediately cancel the Agreement if the Client cannot meet the payment terms within the deadline.

#### **Article 7 Force Majeure**

- a. Among others OF WOOD is not obliged to fulfill any obligations if OF WOOD is impeded to do so due to *force majeure*.
- b. Force majeure in these Terms and Conditions is, apart from that which is understood in the law and jurisprudence, defined as any and all external causes, foreseeable or unforeseeable, of which OF WOOD cannot exert any influence yet which inhibits OF WOOD to meet the agreed upon obligations.
- c. OF WOOD also reserves the right to appeal to *force majeure* if the circumstance that inhibits (further) fulfillment occurs after OF WOOD should have fulfilled their obligations.
- d. Parties can suspend the obligations of the Agreement while the *force majeure* occurs. If this period lasts longer than two months, both parties are entitled to dissolve the Agreement.
- e. If OF WOOD has met or will be able to meet part of the obligations of the Agreement at the time the *force majeure* occurs, and assigns independent value to the fulfilled respectively fulfillable obligations, OF WOOD is entitled to invoice separately for the fulfilled or fulfillable part. The Client is obliged to pay this invoice as if it were a separate Agreement.

#### **Article 8 Liability**

- a. OF WOOD is never liable for direct or indirect emotional damage or damages resulting in decisions made by the Client, whether or not in consultation with OF WOOD.
- b. OF WOOD is not liable for the behavior of the Coachees during or outside of the sessions. The Coachees are at all times responsible for their own choices, behavior and consequences thereof.
- c. OF WOOD can never be held liable for (attempted) self-mutilation or (attempted) suicide.
- d. If any damage occurs to any people or goods during the execution or due to the execution of any Services by OF WOOD, for which OF WOOD can be held liable, this liability will be limited to the price as included in the Agreement to which the liability applies, with a maximum of € 3,000,-.

- e. OF WOOD is not obliged to compensation of indirect damages suffered by the Client or Coachees, including by not limited to consequential damages, lost profits and losses due to business interruptions. Any and all liability by OF WOOD of business damages or indirect damages or consequential damages whatsoever is explicitly ruled out.
- f. OF WOOD will observe due diligence in case of involvement of a third party that is not affiliated with the organization (like advisors, experts or service providers). OF WOOD is not liable for any and all serious deficiencies towards the Client or Coachees or for any possible errors or shortcomings by the third party. In such case the Client has the possibility to hold the third party themselves liable and recover any and all damages with the third party
- g. OF WOOD or any third party or external coaches who are responsible for guiding the Coachees will not give or use any resources, methods or techniques or allow situations to occur in which the abilities of the Coachees to observe, analyze or evaluate the risk of imminent injury of any kind are restricted or adversely affected. If a Coachee were to sustain any injury, OF WOOD or any third party or coaches are in no way liable except for gross negligence.
- h. The Client indemnifies OF WOOD of all liability (like damages and legal proceedings) of any third party that is related to the Agreement between OF WOOD and the Client, unless the claims are due to gross negligence by OF WOOD.

#### **Article 9 Confidentiality**

- a. The Client and OF WOOD both are required to treat any and all information that is shared in regards to the Agreement in full confidentiality and to maintain confidentiality towards any and all third party. Information is deemed confidential if it is shared in conversations or contacts as part of the Agreement between the Client and OF WOOD.
- b. OF WOOD ensures that this obligation is also imposed on any and all third party that can be approached by OF WOOD to assist in the execution of the Agreement.
- c. Per Luxembourg law, confidential information is never disclosed to any third party without explicit consent of the Client and/or the Coachees.
- d. OF WOOD never provides any confidential information of a Coachee to the Client without explicit consent of the coachee in question.
- e. OF WOOD reserves the right to disclose relevant information to authorized persons or authorities in case of imminent danger to society or a third party if this can prevent the danger.
- f. If OF WOOD is held to disclose confidential information to a third party based on a legal provision or court ruling and OF WOOD cannot plead legally defined privilege, OF WOOD cannot be held liable for any and all compensation or indemnity and the Client will not have the right to dissolve the Agreement based on any and all damages caused by this.
- g. All correspondence is confidential and is only intended for the Client and OF WOOD, unless explicitly otherwise agreed upon. The Client needs to be aware that confidential information should not be shared through fax, email, mail or voicemail, when this information can be viewed by a third party.

#### **Article 10 GDPR**

- a. The Client [and the Coachee] acknowledges that its personal information will be handled by OW in accordance with applicable data privacy laws and regulations.
- b. The Client [and the Coachee] acknowledges that the processing of its personal data may include the disclosure of its information to third parties where necessary or for legitimate

business interests. This may include disclosure to governmental authorities who process the data for anti-money laundering purposes or for compliance with foreign regulatory requirements.

- c. The Client [and the Coachee] hereby consents to the processing of its information, which may include (1) the disclosure of its information as outlined above to third parties; (2) the disclosure of its information, where necessary for OW's legitimate interests, to the parties identified above.
- d. The Client [and the Coachee] understands its right to:
  - a. to access its data (in an easily readable form);
  - b. to examine and correct its data;
  - c. to restrict the use of its data;
  - d. to withdraw any consent given to the processing of its data (where applicable);
  - e. to receive information regarding any entities we disclose its data to;
  - f. to lodge a complaint with the relevant protection authority;
  - g. to object to the processing of its data where it has considered this to be necessary for the purposes of its legitimate interests; and
  - h. to request for certain data to be erased (the 'right to be forgotten').

#### **Article 11 Intellectual Property and Copyright**

- a. OF WOOD reserves the rights and competences that legally merit OF WOOD under copyright law, notwithstanding the provisions of these Terms and Conditions.
- b. OF WOOD reserves the right to utilize the increased knowledge due to the execution of the Services for other purposes, insofar no confidential information is brought to a third party.

#### **Article 12 Loan / Lease-Lend**

- a. All materials provided by OF WOOD are solely meant for use during the agreed upon Services and will at all times remain the intellectual property of OF WOOD, unless otherwise agreed upon in writing.
- b. It is not allowed to multiply, pawn, or provide any of these materials to a third party for inspection or to distribute the material in any other way without explicit permission from OF WOOD.
- c. The Client will treat all materials respectfully and will return everything to OF WOOD no later than 7 days after the completion of the Service and without any and all damages.
- d. If materials are confiscated by a third party, the Client must notify OF WOOD of this as soon as possible. In this case, the materials will still remain the (intellectual) property of OF WOOD.
- e. In case of damage due to late returns, careless use/storage or confiscation by a third party, OF WOOD has the right to take appropriate action. The costs of those actions will be recovered from the Client.

#### **Article 13 Disclaimers**

- a. The Client indemnifies OF WOOD of any and all liability by a third party in regards to the rights of intellectual property on materials or data that have been distributed or lease-lent in order to be used in the execution of the Agreement.

- b. If the Client provides OF WOOD with any data carriers, electronic files or software etc., the Client guarantees that said data carriers, electronic files or software is free of any and all viruses and defects.

**Article 14 Complaints Procedure**

- a. Complaints about the Services by OF WOOD need to be reported in writing to OF WOOD as soon as possible yet within 14 days of the completion of the Agreement or the discovery of the failure.
- b. OF WOOD has to be enabled to deal with the complaint accordingly and to mend it if necessary.
- c. If the complaint is deemed legitimate, OF WOOD will continue to provide the Services agreed upon in the Agreement, unless this has become impossible or demonstrably futile. The latter has to be expressed in writing by the Client.
- d. If the yet completion of the agreed upon Services is no longer possible or meaningful, OF WOOD will only be liable within the limits of article 8.

**Article 15 Disputes**

- a. If a dispute between the Client and OF WOOD arises due to or in response to the Agreement or a complaint, both parties will do their utmost effort to solve the dispute in mutual Agreement.
- b. If the dispute cannot be solved in mutual Agreement, both parties are entitled to present the dispute to authorized Luxembourg civil court only.
- c. Luxembourg law, with exclusion of any and all other laws, is applicable to all Quotations and Agreements of OF WOOD, as well as these Terms and Conditions.

Edited in Luxembourg by OF WOOD, 2019

Place:

Date:

Client:

Coachee:

OF WOOD:

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