

# Terms and Conditions of Global People Transitions GmbH

Version: September 2019, v3

Dear Client,

These terms & conditions form an integral part of your training, consulting or coaching agreement with us at Global People Transitions GmbH ("GPT"). They will be amended from time to time and published on our website

[www.globalpeopletransitions.com](http://www.globalpeopletransitions.com).

## Our Clients

- 1) We work with private individuals directly. Our clients are usually highly educated, globally mobile professionals and scientists.
- 2) We work with small, medium-sized and large corporations as well as private clients.
- 3) We work with NGOs and Associations in the educational sector.
- 4) We work with clients with good intentions and a resourceful approach to people.

## We do not

- Engage in any illegal activities. Should we find out that a client is using wrong data or forges documents, testimonials or information on the résumé we will immediately stop the cooperation with this client.
- Tolerate discrimination of any kind and do not support bribery, illegal or unethical business practices, aggressive behavior or inappropriate comments neither bullying or negative statements based on race, gender, mental and physical abilities, nationality, caste and sexual orientation.

- Work with multi-level network companies and similar organisations.

## **The RockMe! Program for Private Clients**

Our work requires a certain atmosphere. Therefore we apply these principles:

RockMe! 1:1 coaching sessions are face to face meetings. The place will be confirmed in your email calendar invitation. Please show up five minutes before the session starts.

Usually a coaching session lasts at least 1.5 hours. A coaching session is confirmed when you have received an email or an invite for an electronic diary from us and you have accepted this invite.

The fee of the 1.5 hour Exploratory Session is credited when you buy a full program.

We will charge your hours as used. If a session takes longer than agreed we will charge the extra time. If you call, email or text us, we will charge you if the response requires research or your email takes more than five minutes to respond to. We usually answer within 24 hours. If you don't get a response please call us as your email might be in a spam folder.

If you have an urgent question such as a decision or salary negotiation please request a call back by text message and let us know how we can reach you as we are often in workshops or sessions.

We advise that you book at least one session a month in order to progress. It's your responsibility to ensure that you have agreed an appointment with your coach.

Should you need to postpone a session less than 48 hours before the confirmed appointment, the cancellation rules do not apply for the first time. We might need to charge you if you continue to postpone and change sessions. In case of a full cancellation, the following rates apply: 1 day before (less than 24 hours): 100% of the fee, 2 days before (less than 48 hours): 50% of the fee.

We advise you to take full programs in order to benefit from the long-term effects of our coaching method.

## Corporate Trainings, Workshops and Events

**Workshop Material** For environmental reasons we will provide workshop material in **electronic format**. We will give printed handouts for exercises if needed. If you wish to receive printed material please inform us and we will charge an additional fee.

**Travel Time and Cost** Please pay and book flights and hotels for us so we don't have to advance those costs. If travel to your location takes more than 2 hours we request that we have an overnight stay before and after the workshop. A per diem allowance will be agreed for our time on the road.

**Billing Address** An invoice detailing place and date of training, workshop or consulting work will be sent after delivery to your **email ID**.

**Payment periods** Invoices are payable within 30 days.

**Scheduling** A training or workshop is scheduled when you have confirmed it via email. Should you wish to cancel corporate trainings, workshops or events, these will be charged as follows:

**7 days before: 100% of the fee**

**14 days before: 50% of the fee**

Cancellation fee of an event location booked by us or our hotel reservation cancellation, if the cancellation needs to be made due to client's changes, will be fully reimbursed by the client.

**Planning** We advise that you plan your trainings and workshops with us at least four weeks ahead. If you wish to book us for interim management or consulting projects then the lead time is longer.

**Webinars, Skype, Hangout sessions** Webinars due to their nature have to be paid in advance. Cancellation fee applies, no-shows are charged in full.

## Non-residents of Switzerland

We accept non-residents to work with us under certain conditions. **If you do not have a residence in Switzerland, you need to pay an advance on your fee of CHF 397 (+VAT if applicable).** After the payment of the advance we will organize a call or a meeting to discuss your specific needs.

It is essential that a time is agreed and that you stick to the time frame given. Cancellation charges apply. We will charge you for the time agreed even if you do not show up.

## Confidentiality, Data Protection, Use of Email ID

We are committed to confidentiality and data protection.

We are GDPR compliant in dealing with personal data. This includes mentioning your name or company as a reference. We request your written consent before we send your résumé and other personal documents to third parties.

We will use your email ID for these purposes:

- 1) To follow your progress and weekly homework and tasks via the RockMeApp
- 2) To agree and confirm sessions
- 3) For sending the invoice

While the content of the coaching is confidential, all documentation is solely for quality assurance purposes. Written documentations and pictures of paintings will be destroyed and deleted 10 years after the last session.

Your email ID will not be given to third parties unless previously agreed.

We take data protection seriously. In case of any concerns please email us immediately.

## Copyright and Licences

Writing, training, coaching and consulting fall under copyright law. The work of authors, trainers, coaches and consultants working with us always remains in their intellectual property. We usually allow clients to use our material if the copyright is mentioned on the slides, handouts and other material. In case of any doubts please contact [angela@globalpeopletransitions.com](mailto:angela@globalpeopletransitions.com).

## The RockMeApp

General client-to-coach and coach-to-client communication is recommended only through the RockMeApp. We limit access to our coaches and two administrators only.

In case you lose your password please let us know.

All web traffic to and from the RockMeApp goes through SSL secure layer ensuring that your information is encrypted when travelling from your computer to our server and back. Your information is only visible to our coaches and admins. Our hosting server is located in Switzerland. All information stored about you on the RockMeApp will be deleted 10 years after your final coaching session.

## Written Declaration of Private Clients

Executive coaching is not therapy. We are only allowed to work with physically and mentally healthy clients. Therefore we will ask you to confirm that

- You are psychologically and physically healthy.
- You agree that interviews can be recorded for scientific purposes.
- You give your consent, that coaching sessions can be counted towards professional accreditation.
- You give your consent that your email ID is given to certification bodies for the confirmation of coaching hours.
- You agree in general that coaching sessions can be recorded for the sake of quality assurance.
- You understand that Global People Transitions GmbH adheres to ethical standards in line with the coaching and intercultural training profession.
- You have read and you agree to these Terms and Conditions.

Should you have any doubts about your mental health please address this with your coach in your Global Rockstar session or exploratory session.

## **Seminar Insurance**

If you have booked the RockMeRetreat and cannot join for health reasons we will not be able to reimburse your down-payment of EUR 500 as well as your travel costs or any payment required by the hotel. Please check if you can take out a seminar insurance to avoid losing money in such an instance.

If we have to cancel the RockMeRetreat less than 30 days prior to the first day we will reimburse the down payment, travel costs and other losses you have incurred that aren't covered by your insurance.

## **Code of Ethics**

Global People Transitions GmbH adheres to ethical standards in line with the coaching and intercultural training profession.

As professional coaches and trainers, we acknowledge and agree to honor our ethical obligations to our coaching clients and colleagues and to the public at large. We pledge to comply with the industry Code of Ethics, to treat people with dignity as independent and equal human beings, and to model these standards with those whom we coach.

## **Force majeure**

We are not liable for failure to perform our obligations under the coaching or consulting agreement if such failure is the result of Acts of God (including but not limited to fire, flood, earthquake, storm or other natural disaster) or any other incidents outside of our scope (such as terrorism, war, political upheaval). Claims of compensation of damages are in this case excluded.

## **Exclusion of liability**

In accordance with the law especially Article 100 of the Swiss Code of Obligations, we shall only be liable in case of gross negligence.

## **Salvatory Clause**

Should any part of these Terms & Conditions be invalid for any reason, it is to be replaced with a corresponding text, which is valid and equivalent to the intended meaning. The rest of the Terms & Conditions shall remain unaffected and valid.

## **Applicable law and Jurisdiction**

Swiss Law shall apply and jurisdiction lies with the courts of Zurich.