



# General Terms and Conditions (GTCs)

## 1 Contractual Parties

**Client:** A legal entity and its affiliates or clients including its representatives, officers or employees that are paying for and/or arranging or defining services to be provided (the "Sponsor") and/or directly using/consuming any services from LHP based on a Contractual Relationship.

**LHP:** Lighthouse Partnering Ltd. ("LHP"), a limited liability company registered in Uster, Switzerland.

Client and LHP are subsequently referred to as a "Party" or collectively as "Parties."

## 2 Field of Application

These General Terms and Conditions (the "GTC") apply to all business transactions between LHP and its Clients. Accordingly, the GTC form an integral part of the Contractual Relationship and by engaging Services, the Client simultaneously recognises and accepts the GTC currently valid at the time of placing the Order. Any deviations to these GTC shall be by written agreement.

## 3 Services

On the basis of a Contractual Relationship, LHP offers the following services including, but not limited to: coaching, supervision, assessments, organisation development, workshops, seminars, trainings (the "Services").

## 4 Contractual Relationship

The order (the "Order") is a legally binding (i) verbal or written confirmation by the Client to employ Services in accordance to a binding written proposal of LHP (the "Proposal") or (ii) a verbal agreement between the Parties.

Any additional services not included in the Order shall be based on prior mutual agreement between the Parties. These shall then be invoiced accordingly.

Moreover, for coaching, supervision or projects, the relationship between the Parties shall be formalised by order-specific agreements and/or guidelines (the "Agreement and/or the "Guidelines").

Accordingly, the following documents in their order of precedence constitute the contractual relationship between the Parties (the "Contractual Relationship"):

- Applicable code of ethics and standards of professional bodies such as the International Coaching Federation (ICF)
- The Order and/or applicable Agreements and/or Guidelines
- GTCs and Privacy Policy valid at the time of placing the Order

## 5 Cancellations and Re-schedules

A session or an appointment can be cancelled or re-scheduled at 24 hours prior notice. Cancellations or re-schedules without valid reasons such as emergencies or technical problems beyond Client's control at less than 24 hours prior notice can be charged to the Client.

## 6 Fees, Travelling Expenses and Per-Diems

### 6.1 Fees

The nominal hourly rate for Services is CHF 175.-. However, reduced rates are available for those in NGO, non-profit or training contexts.

### 6.2 Travelling Expenses

As applicable, travelling expenses will be charged additionally as follows:

- Vehicle: CHF 0.70 per Kilometre
- Public transportation: At actual cost and/or as mutually agreed to in advance.
- Time: At nominal rate within office hours; outside office hours and longer travelling times to be mutually agreed to in advance.

### 6.3 Per-Diems

As applicable, per-diem for lodging, food and incidental expenses will be charged additionally as mutually agreed to in advance.

### 6.4 Value Added Tax (VAT)

All fees or prices quoted exclude VAT.

## 7 Payment

Unless otherwise agreed, the following payment conditions apply:

- For coaching and supervision: 100 % of the total fee when placing the Order
- For assessments: 100 % of the total fee when placing the Order

The payment conditions of all other services shall be as individually determined in the Contractual Relationship.

**Payment Deadline:** All amounts shall become due within 30 days from the date of issuing the invoice.

## 8 Completion, Termination

The Contractual Relationship is completed when all Parties have fulfilled all their obligations.

Both Client (if applicable the Sponsor) or LHP may terminate the Contractual Relationship in writing for any reason at any time with at least two weeks' prior notice.

Notwithstanding, termination by either Party does not release the Client from its payment obligations. Likewise, as applicable, unapplied funds for pre-paid sessions or meetings that remain outstanding at the time of termination will be reimbursed by LHP; applicable transaction charges shall be split equally between the Parties.

Moreover, the provisions on confidentiality and the Privacy Policy shall survive completion or termination of Contractual Relationship.

## 9 Guarantees, Limitation of Liability

Except as expressly provided in the Contractual Relationship, LHP makes no guarantees, representations or warranties of any kind or nature, express or implied with respects to results, achievements and/or impact in connection to any of its Services.

LHP shall only be liable for damages arising out of an intentional or gross negligent breach of its obligations and in no event shall LHP be liable for any indirect, consequential, or special damages. LHP's total liability in the Contractual Relationship, and LHP's exclusive remedy shall be limited to the fees paid by the Client at the date of termination.

## 10 Confidentiality

All documented and verbal information shared by the Client in the Contractual Relationship is bound to confidentiality. LHP agrees not to disclose any information pertaining to the Client without the Client's prior written consent. However, the Contractual Relationship is not considered a legally confidential relationship subject to the protection of any legally recognised privilege as in the medical and legal professions.

Notwithstanding, confidential information does not include information that: (a) was in LHP's possession prior to being issued by the Client; (b) is generally available to the public or in the Client's industry; (c) is provided by a third party, without breaching of any obligation to the Client; (d) is independently developed by the LHP without use of or reference to the Client's confidential information; or (e) LHP is legally required to disclose; (f) causes LHP to reasonably believe there is an imminent or likely risk of danger or harm to the Client or others; (g) involves illegal activity; and (h) that is released for LHP's professional development, ICF credentialing or accreditation as per Privacy Policy.

In multi-party contract setups, the Parties shall formally regulate the release of specific information and/or personal data (cf. Pt. 4) in compliance to these confidentiality provisions and the Privacy Policy.

## 11 Privacy Policy

The handling of personal data of a natural identifiable person owning such data (Data Subject) required for performing a contract or for marketing purposes shall be according to LHP's privacy policy (Privacy Policy).

## 12 Entire Agreement

The Contractual Relationship constitutes the entire agreement between the Parties and supersedes all prior arrangements.

Changes or amendments to the Contractual Relationship are only valid if mutually agreed to by the Parties in writing.

## 13 Applicable Law

This Contractual Relationship is governed by Swiss Law. The place of jurisdiction shall be at the regular courts where LHP is registered.

## 14 Severance

If any provision of this Contractual Relationship or parts thereof is held to be illegal, invalid or unenforceable under any applicable enactment or rule of law, such illegality, invalidity or unenforceability shall not affect the remainder of this Contractual Relationship that shall remain in full force and effect. Both Parties shall attempt to substitute the repealed provision by a legally valid and enforceable provision that reflects the original purpose to the most possible extent.