



# General Terms and Conditions (GTCs)

## 1 Contractual Parties

**Client:** Private or legal entities and their affiliates, partners, or clients, including their representatives, officers or employees, who arrange and/or pay for Services in a Contractual Relationship (the "Sponsor") and/or who are directly obtaining such services.

**LHP:** Lighthouse Partnering Ltd. ("LHP"), a limited liability company registered in Uster, Switzerland with its partners including their representatives, officers and staff.

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. The GTCs are an integral part of the Contractual Relationship and by obtaining Services the Client accepts the GTCs valid at the time of placing the Order. Deviations from these GTCs must be agreed to in writing.

## 3 Services

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

## 4 Contractual Relationship

The contractual relationship (the "Contractual Relationship") is effected by either the Client's verbal or written order (the Order) to contract Services in accordance with a legally binding proposal from LHP (the Proposal) or the Parties enter a legally binding written or verbal agreement (the Agreement).

In their order of precedence, the following documents constitute the Contractual Relationship:

- Code of ethics from: The International Coaching Federation (ICF), the European Mentoring & Coaching Council (EMCC) and the Coaching Supervision Academy (CSA).
- The Order and/or the Agreement.
- LHP's GTCs and Privacy Policy valid at the time of placing the Order.
- Applicable LHP-Guidelines.

## 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 may be charged to the Client.

## 6 Fees, Travelling Expenses and Per-Diems

### 6.1 Fees

The nominal hourly rate for Services is as quoted or published by LHP. Reduced rates are available upon request for Clients in NGOs, non-profit organisations 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, 100 % of the Total Fee will be invoiced when placing the Order. Invoices become due within 30 days from the date of invoicing.

## 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 without cause in writing 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, LHP will refund any advance payments for unused services at the time of termination minus a 10% service charge.

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

## 9 Guarantees, Limitation of Liability

LHP makes no guarantees, representations or warranties of any kind or nature, express or implied with respects to results, achievements and/or impact for 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 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) is released for professional development, credentialing or accreditation of LHP's staff as per Privacy Policy.

In cases requiring disclosure of data, LHP may at its discretion disclose certain information and inform the relevant authorities, to the extent permitted or required by law

## 11 Privacy Policy

The handling of personal data owned by a natural identifiable person (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 that 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.