



Terms and Conditions (Allgemeine Geschäftsbedingungen)

Excellence Coaching and Training by Boglarka Simon

1 Scope

- 1.1 “Excellence Coaching and Training by Boglarka Simon” is a brand of Praetorian Non-Profit gUG that is the “Service Provider” as contractual partner.
- 1.2 Praetorian Non-Profit Art and Health Consulting gUG, Tieckstrasse 6. 01099 Dresden, e-mail: info@praetprianprojects.com, CEO: István Simon
- 1.3 The services booked in connection to “Excellence Coaching and Training by Boglarka Simon” are provided by Boglarka Simon-Hatala personally, a subcontractor of Praetorian Non-Profit gUG, the “Coach”.
- 1.4 As a client you are contractual “Partner”, if you arrange with Praetorian Non-Profit gUG: any (or multiple) of the online or offline services offered by the brand “Excellence Coaching and Training by Boglarka Simon” (website, social media, media, presentations, video materials, verbal information, flyers)
- 1.5 Sevices provided by Boglárka Simon-Hatala as subcontractor (online and offline)
 - coaching, training and workshops for individuals, teams and institutions,
 - consulting for individuals, teams and institutions,
 - functional diagnostic of psychological, physical, institutional conditions
 - educational programs, seminars
 - concept development
- 1.6 Within this scope, no medical or health service, medical diagnostic or psychotherapy is provided, no intervention or information aim to avoid medical or health services or psychotherapy and the services are not replacing any medical or health care, diagnostic or consultation or psychotherapy measures.
- 1.7 Services provided by Boglárka Simon-Hatala are based on the impact of human interaction on the human individual and on human groups. The outcome or these



services and the experience of the Partner is influenced by a multitude of factors of complex interplay, therefore not predictable or guaranteed.

- 1.8 All services and measures are carried out in alignment with the professional guidelines and the code of ethics of the International Coaching Federation. Personal and sensitive data are collected, stored and processed respecting confidentiality and following the guidelines of the GDPR policy of the service “Excellence Coaching and Training by Boglarka Simon”
- 1.9 Standard terms and conditions are valid for all measures carried out by the Coach also when they are not explicitly mentioned in any specific contracts and agreements. The terms and conditions are valid also when you as our contract partner refer to your own regulations and standards.
- 1.10 Data collection, storage and processing in association with the services is regulated by the GDPR documentation of “Excellence Coaching and Training by Boglárka Simon” by Prateorian.

- 2 RegistrationContractual relationship starts by booking the “Discovery Session” that is the first assessment session. Possible appointments are discussed via email or can be noted in Calendly if applicable. All bookings for open measures are handled in order of entry.
- 2.2 The booking starts with booking an appointment with a confirmation email and it is finalized by transferring the fee of the Discovery Session. The chosen appointment is only guaranteed for 24 hours without the transfer of the price and in case of later transfer, a new appointment is discussed within 30 days. If the booking is not finalized within 48 hours, the booking process and the appointment is automatically cancelled.
- 2.3 By booking the appointment of the Discovery Session, the Partner accepts the Terms and Conditions. The Discovery Session intends to map the important facts, opinions and needs and provide information to the Partner and it can be assessment, diagnostic, chemistry, analytic session. The Discovery Session is 45



- minutes and can be extended with another 45 minutes and booked as double session (90 minutes).
- 2.4 Based on the discussion carried out on the Discovery Session, the Partner get a written "Offer" within 48 hours that includes a written evaluation, a design package of agreed/required/suggested services and the individual pricing. The price of the first session includes 1. one page written evaluation 2. the creation of the written "Offer" 3. one free email exchange to ask questions or clarify details. Providing or getting the written "Offer" creates no further contractual obligation for any participants (Service Provider, Partner)
- 2.5 The Partner is accepting the Offer by signing and returning the Offer document and transferring the price of its first unit to the Service Provider. After registering the transfer at the bank account of the Service Provider, the services start in alignment with the Offer. The Offer's professional content is possible to modify with bilateral agreement at any time, but the new content's price can not be lower than the originally agreed price.
- 2.6 In case of offline sessions. location is agreed in advance. Online sessions are provided on google or zoom platforms. The service provider is not taking any liability in case of poor quality internet connection on the client's side. In case of technical difficulties on the side of service provider, only half price is charged.
- 2.7 Service prices are valid for working hours: Monday to Friday 8:00-19:00 CET, except German bank holidays. VIP I. sessions are: sessions at weekends and on bank holidays 8:00-19:00 CET, workdays 6:00-08:00 CET and 19:00-21:00 CET. VIP I. sessions are charged 50% extra. VIP II aka night sessions 21:00-06:00 CET are charged 100% extra to the 8:00-19:00 CET fee of the given day.
- 2.8 In case of emergency/special needs, ASAP sessions (within 24 hours) are possible to be arranged on individual bases. In the case of ASAP sessions, an extra 50% asap charge is added to the service fees of 2.7. ASAP sessions can be requested in email and can be paid 72 hours latest after the session with bank transfer or based on the invoice.



2 Cancellation

2.1 In case the Partner has a conflict of interest towards the Coach or Prateorian Non-Profit gUG or the person or organisation of the Partner is suspected not to be in alignment with the ethical values of the Coach or Prateorian gUG, the service can be denied before the booking of the Discovery Session is finalized. If there is an intentionally hidden conflict of interest from the Partner's side or substantiated ethical concern (i.e. sexual harassment, discrimination, abuse of power etc.) raised considering the person or institution of the Partner during the service period, The Service Provider has the right to immediately abort the services at any time, without any financial liability or contractual obligation.

2.2 If a measure needs to be cancelled due to an illness of the Coach or an associated trainer or artists or a vis maior on the Service Provider's side, the Partner will receive written information immediately. In this case the Partner will not be charged any fees for the agreed session but the program, in alignment with the Offer, runs further with modified appointments.

2.3 The cancellation period for any measure except the Discovery Session is 72 hours for individual Partners and 28 calendar days for institutional Partners before the appointment or the agreed first measure. Cancellation is required in written (email). Until this deadline, no fee is charged. In case of cancellation within 48 hours for individual Partners and 21 days for institutional Partners, 50% of the service fee is charged. In case of cancellation within 24 hours for individual Partners and 14 days for institutional Partners, the service fee is fully charged.

2.4 There the Partner decides not to use a quota defined by the Offer, the Service Provider has no reimbursement obligation

3 Payments

3.1 In the Offers and invoices the net sum total for the fee of the Coach is clearly indicated.



3.2 Additional costs for material such as copies, books, hand-outs, seminar documentation etc. we will list separately in the Offer and invoices.

3.3 If no other details are provided, the net sum total constitutes a fixed sum offer for the measure plus German VAT if applicable

3.4 Payments are requested to be done in advance, according to the deadline in point "2.2" and according to the individual Offer that the Partner get. The Partner receives an invoice within 30 calendar days latest after the payment is completed.

4 Copyright

4.1 Copyrights of all material, documents, records, brochures, hand-outs, worksheets etc. remain the property of the Coach.

4.2 By participating in one of the Service Provider's measures or services, Partners have the right to employ the documents received in that measure for your personal use only – no further rights to use the material, documents etc. in any way have been transferred, neither to you nor to your company, institution, organisation.

4.3 Partner has no right to copy, translate, process, distribute, show or use the documents etc. in any way nor pass them on to any third party.

4.4 Any usage or duplication of our documents etc. needs a written permission by the Coach.

5 Liability

5.1 The Coach and Praetorian Non-Profit gUG is only liable in cases of intentional negligence. In all other cases any liability is excluded; this also covers any activity or action of any subcontractors.

5.2 Services are not medical or health care services and are not under the liability restrictions of health care professions.



5.3 Services are not psychotherapy services and are not under the liability restrictions of psychotherapy.

6 Place of performance and jurisdiction

6.1 Place of performance is Dresden

6.2 In cases of disagreements related to contracts with Praetorian Non-Profit gUg, suits may be filed only in a court, which is competent for the headquarter of Praetorian Non-Profit gUG.

6.3 In cases of conflicting interpretations between the German and any other version the German "Allgemeine Geschäftsbedingungen (AGB)" is the valid version.