

Coaching Terms and Conditions

of

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Preamble

Under these Coaching Terms and Conditions, the essential contractual provisions governing coaching services in the field of career orientation and professional development—whether provided in workshops, assessments, one-on-one coaching sessions, or group coaching sessions (hereinafter referred to as the “Coaching Services”) by Joanna Ritz (hereinafter also referred to as the “Coach”) to participants in the Coaching Services (hereinafter also referred to as the “Coachees”) are set forth. Hereinafter, the Coach and the Coachees shall each be referred to individually as a “Party” and collectively as the “Parties.”

1.

General

- (1) These Coaching Terms and Conditions shall apply once the Coaching Services of the Coach have been commissioned under the conditions specified in the offer, the booking in the online booking system, or as communicated between the Parties. In such case, a coaching agreement shall be concluded between the Parties.
- (2) These Coaching Terms and Conditions and all Coaching Services shall apply exclusively to Coachees as consumers. A consumer is any natural person who enters into a legal transaction for purposes that predominantly cannot be attributed to their commercial or independent professional activity (Section 13 German Civil Code (BGB)).
- (3) Individual agreements between the Parties in offers, order confirmations, acceptances, etc. shall take precedence over the provisions of these Coaching Terms and Conditions.
- (4) Coachees shall have no entitlement to the provision of Coaching Services by a specific person. In this respect, the Coach shall be free to have the Coaching Services performed either by its own personnel or by appropriately qualified third parties.

2.

Type of Coaching Sessions

- (1) The Coach provides Coaching Services in live workshop formats, within the framework of the “Hogan Personality Assessment”, in one-on-one coaching sessions, i.e. sessions conducted individually with Coachees, or in group coaching sessions, i.e. sessions in which multiple Coachees participate simultaneously. Hereinafter, and within the scope of these Terms and Conditions, all of the aforementioned forms of delivery of the Coaching Services shall also be referred to as “Coaching Sessions”, unless a distinction between these individual forms of service provision is explicitly made.
- (2) Prior to any coaching, and thus also prior to the agreement of Coaching Sessions, the Coach and the Coachee shall conduct a so-called “orientation meeting”. Orientation meetings serve the purpose of clarification and decision-making with regard to the fundamental collaboration. They do not constitute a Coaching Session, and no Coaching Services are provided during orientation meetings.
- (3) One-on-one Coaching Sessions shall be agreed upon in coordination with the Coachees or via booking in the online booking calendar. Participation in group coaching sessions is subject to availability of places and may also be booked via the online booking calendar or by mutual agreement.
- (4) Unless otherwise agreed, all Coaching Sessions shall be conducted digitally via video call tools.

- (5) Support between individual Coaching Sessions shall only be provided if it has been individually agreed upon through the booking of a specific coaching program and insofar as the individual circumstances or the mutual agreement require this.

3. Object of Contract

- (1) The subject matter of the coaching agreement is the provision of Coaching Services by the Coach to the Coachees within the scope of the aforementioned types of Coaching Sessions.
- (2) The Coach supports Coachees through the Coaching Services in the subject areas offered by the Coach. The Coach shall always provide the Coaching Services with appropriate professional expertise and based on their own experience. In the course of providing the Coaching Services, the following shall apply in particular:
- a. The Coach shall always provide Coaching Services tailored to the respective current and personal circumstances of the Coachees. Even where the Coach follows a predefined or generally structured program offered as a coaching program, the Coach shall address the individual needs of the Coachees in each individual Coaching Session. The Coaching Services constitute individual support but do not constitute formal education or instruction comparable to schooling.
 - b. The Coach does not owe any economic, health-related, or other specific success in connection with the Coaching Services, in particular no placement services, placement guarantees, or employment commitments, and does not issue any certificates or other confirmations of any levels or objectives that may have been achieved within the scope of the Coaching Services. Coaching is a supportive process; the actual benefit depends significantly on the prerequisites and participation of the Coachees. Statements in advertising, testimonials, or examples do not constitute a guarantee of any specific success.
 - c. The focus of the Coaching Services is the provision of synchronous, i.e. live, Coaching Sessions. Any processes of change that Coachees undergo within the scope of the Coaching Services provided by the Coach are merely “accompanied” by the Coach and not directed.
 - d. Should the Coach provide materials—such as documents, manuals, or digital content (e.g. audio files, scripts, videos)—in connection with the Coaching Services, such materials shall be deemed solely as supplementary materials, serving documentation or further in-depth understanding, and shall not constitute mandatory components of the Coaching Services. Any self-study phases or support between individual Coaching Sessions shall only form a subordinate part of the Coaching Services and shall neither constitute a substantial part of the main services in terms of time nor content. All materials may only be used personally by the Coachees. Any reproduction or distribution of such materials and digital content is not permitted.
 - e. The individual Coaching Sessions are oriented towards the personal development of the Coachees and shall be prepared and conducted accordingly by the Coach. There are no examinations, and the Coach does not assign tasks that Coachees must complete as proof of performance. Furthermore, no supervised or otherwise organized monitoring of any progress made by the Coachees shall take place.
- (3) The Coach is not a psychological psychotherapist and does not provide any medical or health-related services.
- (4) The application and implementation of any impulses received by the Coachees through the provision of the Coaching Services shall at all times be a self-directed process, which rests solely with the Coachees and is therefore beyond the sphere of influence of the Coach. Accordingly, as already stated above, the Coach can neither guarantee any success nor assume liability for any potential aggravation of symptoms, shifting of symptoms, or other possible adverse effects. The Coaching Services do not replace psychotherapy or medical treatment but may, at most, complement such treatment.

4. Obligation to cooperate & Personal Responsibility

- (1) To the extent that the Coach requires cooperation from the Coachees for the provision of the Coaching Services, the Coachees shall provide such cooperation upon request of the Coach. Such obligations to cooperate may include, in particular:
 - a. Provision of relevant preliminary information and disclosure of their situation.
 - b. Provision of any information required before or during the Coaching Sessions.
 - c. Participation in the agreed Coaching Sessions.
 - d. Ensuring that the technical requirements necessary for the provision of the Coaching Services are met.
 - e. Compliance with booking, rescheduling, and cancellation deadlines.
- (2) Coachees shall in all cases be solely responsible for ensuring that they meet the prerequisites required for the Coaching Services in their personal circumstances and condition. This shall apply, for example, with regard to any mental or physical pre-existing conditions. Furthermore, Coachees shall be solely responsible for any conduct and outcomes that they experience, develop, or deepen through the Coaching Services.

5. **Formation of Contract**

- (1) The formation of the coaching agreement may occur in various ways. The following explains how Coachees may make use of the Coaching Services offered by the Coach.
- (2) Online Booking: Where Coaching Services are booked via an online booking system made available, a contract for the use of the Coaching Services shall be concluded as follows:
 - a. Information regarding the content and costs of the paid Coaching Services offered by the Coach, in particular the various coaching programs offered by the Coach, is available on the Coach's website. Such information does not yet constitute an offer to conclude a contract for the use of the Coaching Services.
 - b. Prior to making a binding booking, Coachees have the option at any time to arrange a free and non-binding introductory meeting with the Coach. For this purpose, an appointment can be selected in the Coach's calendar or agreed upon jointly.
 - c. By submitting the respective booking form for the commissioning of the Coaching Services, Coachees make a binding offer to the Coach to conclude a coaching agreement for Coaching Services.
 - d. Prior to submitting the booking form, Coachees are informed of the chargeable nature of the booking. They have the opportunity to take note of these Coaching Terms and Conditions as well as further documents, including, among others, the information on the right of withdrawal and any consent declarations, or to provide such declarations directly in connection with the booking of the Coaching Services.
 - e. Furthermore, prior to submitting the booking form, Coachees have the opportunity to review their entries and, if necessary, to correct them.
 - f. After submitting the booking form, Coachees will receive an acknowledgment of receipt of their booking at the email address provided. As a rule, this acknowledgment of receipt also constitutes the acceptance of the offer to book the Coaching Services.
 - g. In this email or in a separate email, the contract text (consisting, inter alia, of the order, the Coaching Terms and Conditions, the information on the right of withdrawal, and the invoice) shall be provided (contract confirmation).
- (3) Offer: Where Coaching Services are booked on the basis of an offer provided by the Coach, a contract for the use of the Coaching Services shall be concluded as follows:
 - a. The offer contains information regarding the content and costs of the paid Coaching Services offered by the Coach. Such information constitutes an offer to conclude a contract for the use of the Coaching Services.

- b. The offer specifies that the Coaching Services are subject to a fee, and Coachees have the opportunity to take note of these Coaching Terms and Conditions as well as further documents, including, inter alia, information on the right of withdrawal and any consent declarations.
- c. Prior to making a binding booking, Coachees have the option at any time to arrange a free and non-binding introductory meeting with the Coach. For this purpose, an appointment can be selected in the Coach's calendar or agreed upon jointly.
- d. By accepting the offer or individual items contained therein, Coachees declare their binding acceptance of the offer to conclude a coaching agreement for Coaching Services with the Coach.
- e. Upon receipt of the declaration of acceptance, Coachees will receive a confirmation email from the Coach. This email will again contain the contract text (consisting, inter alia, of the order, the Coaching Terms and Conditions, the information on the right of withdrawal, and the invoice) (contract confirmation).

6. **Remuneration & Payment Terms**

- (1) The nature and amount of the remuneration for the booked Coaching Services and the booked coaching program shall be communicated, depending on the chosen method of engagement, in the offer, during the booking process, in the booking overview, and in the booking confirmation.
- (2) Coachees shall be informed about the available payment methods as part of the booking process and may select the payment method that is suitable for them from among these options.
- (3) All components of the remuneration are stated net of statutory value added tax. In relation to consumers, all prices shall be indicated as gross prices, i.e. including statutory value added tax. As a rule, remuneration shall be payable within 14 days after receipt of a proper invoice to the bank account specified by the Coach. In the event of non-payment, the Coach shall be entitled to withhold the provision of the Coaching Services until the corresponding payment has been credited to the Coach's account.
- (4) If the Coach engages third-party providers for the processing of payments, their respective terms and conditions shall additionally apply.
- (5) In the event of non-payment after the expiry of the payment deadline, the Coach shall be entitled to charge interest at the statutory rate (Section 288 German Civil Code (BGB)).
- (6) Where the coaching program booked by the Coachees provides for an open-ended monthly term, i.e. a term without a fixed end of the Coaching Services, the Coach shall be entitled to invoice the agreed remuneration for the respective coaching program on a monthly basis.
- (7) Where the coaching program booked by the Coachees provides for a defined period or a defined scope of services, the Coach shall be entitled to request the entire agreed remuneration for the respective coaching program in advance.

7. **Term & Termination**

- (1) The duration and the content of the Coaching Services provided by the Coach shall be determined by the coaching program selected by the Coachees. The coaching programs are available on the Coach's website, in the offer, or in the pricing model provided.
- (2) The coaching agreement shall be concluded through the booking process described in Section 5 of these Coaching Terms and Conditions. The term of the agreement shall correspond to the duration selected by the Coachees during the booking process.
- (3) In the case of coaching programs with a fixed content or a fixed duration, the coaching agreement shall end automatically—without the need for any separate declaration by either Party—upon expiry of the agreed term or upon full provision of the agreed Coaching Sessions.
- (4) The following shall apply to the ordinary termination of the coaching agreement during its term:
 - a. Ordinary termination shall not be permitted in the case of a booked coaching program with a term of up to six (6) months or in the case of a booked coaching program comprising up to ten (10) Coaching Sessions.
 - b. Ordinary termination shall be permitted in the case of coaching programs with an open-ended duration or scope, or with a term exceeding six (6) months, or involving more than ten (10)

Coaching Sessions. In such cases, ordinary termination shall only be possible starting from the seventh (7th) month of the term or after completion of the tenth (10th) Coaching Session. The notice period shall be two (2) weeks to the end of a calendar month.

- (5) In addition to the above provisions on ordinary termination, the following shall apply:
- a. In the event of early termination of the coaching agreement by the Coachee, or in the event that individual one-on-one Coaching Sessions of a one-on-one program are not utilized within six (6) months from the date of conclusion of the coaching agreement, the entitlement to remuneration shall remain unaffected, and no refund of any remuneration already paid shall be made. Notwithstanding the foregoing, Coachees shall be entitled to provide evidence that the Coach has incurred a lesser loss or no loss at all as a result of such early termination or non-utilization of individual Coaching Sessions within the aforementioned six (6)-month period leading to the forfeiture of such sessions. If such evidence is provided, the forfeited Coaching Sessions may be rescheduled and completed.
 - b. The foregoing shall not apply if the termination of the coaching agreement or the non-utilization of individual Coaching Sessions is attributable to the Coach (e.g. temporary illness) or if the Coachee terminates the agreement for good cause (for further details, see below).
- (6) Termination for good cause shall be possible at any time. Good cause shall exist, for example, if the Coachees, due to illness or any other unforeseen disruption, are no longer physically or mentally able to make use of the Coaching Services, or if the (relationship of trust) between the Parties has been irreparably broken due to circumstances arising during the provision of the Coaching Services.
- (7) Any termination must be made at least in text form (email being sufficient) to contact@joannaritz.com.
- (8) In the event of a valid termination, i.e. for example in cases where the coaching agreement is validly terminated ordinarily or extraordinarily, the Coaching Services already provided and/or the fees that have become due up to the effective date of termination shall be properly settled. In the case of coaching programs with a fixed price, and subject to the above Sections 4 and 5, the Coaching Sessions used on a pro rata basis or the term of the coaching agreement used on a pro rata basis shall be invoiced in proportion to their share of the agreed total services. Any fees already paid in advance for a period or for Coaching Sessions that are no longer utilized after termination shall be refunded in proportion to the unused Coaching Services.
- (9) The mutual rights and obligations under the coaching agreement shall automatically end upon the provision of the last agreed Coaching Session, provided that at such time all payment obligations and any related claims have been fully settled. If, at that point in time, there are still outstanding payment obligations or claims, these shall remain in effect notwithstanding the termination.

8. Booking & Cancellation

- (1) Under certain conditions, both Coachees and the Coach have the option to reschedule or cancel individual Coaching Sessions. The following rules shall apply:
- (2) Orientation Meetings: The following booking, rescheduling, and cancellation rules shall apply to Coachees in relation to orientation meetings:
- a. Orientation meetings may be booked no more than four (4) weeks in advance and must be booked at least twenty-four (24) hours prior to the scheduled time.
 - b. Rescheduling is permitted free of charge up to twenty-four (24) hours prior to the respective orientation meeting and is limited to one (1) rescheduling per booking.
 - c. Rescheduling and cancellations within twenty-four (24) hours, as well as failure to attend a scheduled orientation meeting, shall entitle the Coach to claim the remuneration attributable to such orientation meeting as compensation for the loss incurred due to the cancellation, unless there is a specific and compelling reason attributable to the Coachee, such as sudden illness or a bereavement in the family.
- (3) One-on-one Coaching Sessions: The following booking, rescheduling, and cancellation rules shall apply to Coachees in relation to one-on-one Coaching Sessions:

- a. One-on-one Coaching Sessions may be booked no more than four (4) weeks in advance and must be booked at least twenty-four (24) hours prior to the scheduled time.
 - b. Rescheduling is permitted free of charge up to twenty-four (24) hours prior to the respective Coaching Session and is limited to one (1) rescheduling per booking.
 - c. All Coaching Sessions are limited to the agreed duration and cannot be extended.
 - d. Rescheduling and cancellations within twenty-four (24) hours, as well as failure to attend scheduled Coaching Sessions, shall entitle the Coach to claim the remuneration attributable to such Coaching Session as compensation for the loss incurred due to the cancellation, unless there is a specific and compelling reason attributable to the Coachee, such as sudden illness or a bereavement in the family.
- (4) Group Coaching Sessions: The following booking, rescheduling, and cancellation rules shall apply to group Coaching Sessions
- a. Cancellation of participation in a group coaching program by Coachees is permitted free of charge up to seven (7) days prior to the commencement of the services.
 - b. Rescheduling and cancellations within seven (7) days, as well as failure to attend scheduled group Coaching Sessions, shall entitle the Coach to claim the remuneration attributable to such group Coaching Sessions as compensation for the loss incurred due to the cancellation, unless there is a specific and compelling reason attributable to the Coachee, such as sudden illness or a bereavement in the family.
 - c. Group Coaching Sessions within a group coaching program shall only be held on the dates communicated to the Coachees prior to the booking of the group coaching program. Missing individual group Coaching Sessions shall not entitle the Coachee to request or withhold any corresponding portion of the remuneration, unless there is a specific and compelling reason attributable to the Coachee, such as sudden illness or a bereavement in the family.
 - d. If the dates of group Coaching Sessions need to be changed for reasons within the Coach's sphere, the Coachees shall be notified at least seven (7) days in advance. If participation on the rescheduled dates is not possible for the Coachees, they shall be entitled to request a corresponding refund of the remuneration attributable to those sessions. If a one-time rescheduling or multiple reschedulings within a group coaching program result in Coachees reasonably and justifiably losing interest in the entire group coaching program, any remuneration already paid for such program shall be refunded.
 - e. If the minimum number of participants for a group coaching program is not reached, the Coach reserves the right to withdraw from the coaching agreement at any time. In the event of such withdrawal, any remuneration already paid shall be refunded to the Coachees.
- (5) Live Workshops: The following booking, rescheduling, and cancellation rules shall apply to live workshops
- a. Live workshops shall take place exclusively on the dates specified prior to registration for a specific live workshop and shall not be rescheduled or repeated.
 - b. Registration for a live workshop is possible up to forty-eight (48) hours prior to the commencement of the services, provided that sufficient capacity is still available for the respective live workshop.
 - c. Coachees may reschedule their registered participation in a workshop once, and up to forty-eight (48) hours prior to the commencement of the services, to another workshop date.
 - d. Rescheduling and cancellations within forty-eight (48) hours, as well as failure to attend registered live workshops, shall entitle the Coach to claim the remuneration attributable to such live workshop as compensation for the loss incurred due to the cancellation, unless there is a specific and compelling reason attributable to the Coachee, such as sudden illness or a bereavement in the family.
- (6) Hogan Personality Assessment: The following booking, rescheduling, and cancellation rules shall apply to Coaching Sessions conducted within the framework of the Hogan Personality Assessment.
- a. Participation in Coaching Sessions may be booked no more than four (4) weeks in advance and must be booked at least five (5) business days prior to the scheduled session.

- b. Rescheduling is permitted free of charge up to twenty-four (24) hours prior to the respective Coaching Session and is limited to one (1) rescheduling per booking.
 - c. Rescheduling and cancellations within twenty-four (24) hours, as well as failure to attend scheduled Coaching Sessions, shall entitle the Coach to claim the remuneration attributable to such Coaching Session as compensation for the loss incurred due to the cancellation, unless there is a specific and compelling reason attributable to the Coachee, such as sudden illness or a bereavement in the family.
 - d. Any information and details requested from the Coachees must be completed and submitted to the Coach no later than forty-eight (48) hours prior to the respective Coaching Session; otherwise, the Coach shall be entitled to reschedule the respective Coaching Session.
 - e. Live workshops shall take place exclusively on the dates specified prior to registration for a specific live workshop and shall not be rescheduled or repeated.
 - f. Registration for a live workshop is possible up to forty-eight (48) hours prior to the commencement of the services, provided that sufficient capacity is still available for the respective live workshop.
 - g. Coachees may reschedule their registered participation in a workshop once, and up to forty-eight (48) hours prior to the commencement of the services, to another workshop date.
 - h. Rescheduling and cancellations within forty-eight (48) hours, as well as failure to attend registered live workshops, shall entitle the Coach to claim the remuneration attributable to such live workshop as compensation for the loss incurred due to the cancellation, unless there is a specific and compelling reason attributable to the Coachee, such as sudden illness or a bereavement in the family.
- (7) Notwithstanding the foregoing, Coachees shall remain entitled to provide evidence that, despite the occurrence of the aforementioned circumstances and situations giving rise to the Coach's right to claim compensation for the loss incurred due to the cancellation of a Coaching Session, the Coach has suffered a lesser loss or no loss at all. If such evidence is successfully provided, the forfeited Coaching Sessions may, despite the occurrence of the aforementioned circumstances and situations, be rescheduled and completed.

9. No Therapy

- (1) The Coaching Services do not constitute therapy, in particular not psychotherapy, nor do they constitute any other medical services. Through the Coaching Services, the Coach aims to support Coachees on their individual path.
- (2) Accordingly, the Coach cannot guarantee that the change desired by the Coachees will be achieved through the Coaching Services. However, the Coaching Services are structured and designed to provide Coachees with appropriate individual guidance, which they can implement at their own responsibility.

10. Confidentiality

- (1) All content discussed in the course of the Coaching Services shall be treated as confidential. The obligation of confidentiality shall apply for an unlimited period of time. Exceptions shall apply in cases where there is an acute risk of harm to oneself or to others.
- (2) The Parties shall implement appropriate confidentiality measures (e.g. access restrictions, encryption, need-to-know principle). Upon termination of the contract, documents and files shall be deleted or returned at the request of the Coachees, unless statutory retention obligations prevent this.

11. Data Privacy

- (1) The Coach collects, processes, and uses personal data obtained in the course of providing the Coaching Services for the purpose of performing such Coaching Services. All information regarding the processing of personal data by the Coach in connection with the coaching agreement can be found in the privacy policy, which is available at any time at <https://www.joannaritz.com/privacy-policy>.

- (2) Where consent under data protection law is required for the processing of personal data, such consent shall be obtained prior to the commencement of the respective data processing.

12. Liability

- (1) The Coach shall be liable without limitation in cases of intent, gross negligence, and for culpable injury to life, body, or health.
- (2) Without prejudice to cases of unlimited liability, the Coach shall be liable for slightly negligent breaches of duty only in the event of a breach of essential contractual obligations, i.e. obligations whose fulfillment is essential for the proper performance of the contract or whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance the other Party may regularly rely, however limited to the foreseeable damage typical for the contract at the time of contract conclusion.
- (3) The above limitations of liability shall not apply to liability under the German Product Liability Act (Produkthaftungsgesetz) or in the case of guarantees expressly assumed in writing.
- (4) Subject to mandatory statutory provisions, the Coach shall not be liable for any actions taken by the Coachees on their own responsibility during or after the Coaching Services, even if such actions were influenced by the content of the Coaching Services. This means that Coachees are fully and solely responsible for all conduct in connection with the Coaching Services.

13. Applicable Law & Place of Jurisdiction

- (1) For all rights and claims arising out of or in connection with the coaching agreement, German law shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), unless mandatory statutory provisions take precedence.
- (2) In the case of consumers, this choice of law shall apply only insofar as it does not deprive the consumer of the protection afforded by mandatory provisions of the law of the country in which the consumer has their habitual residence.
- (3) The statutory provisions governing the jurisdiction of the competent courts shall apply.

14. Final Provisions

- (1) Should any provision of these Coaching Terms and Conditions or of the coaching agreement be or become invalid or unenforceable, the validity of the remaining provisions of the coaching agreement shall remain unaffected, unless the removal of individual clauses would result in an unreasonable disadvantage for one Party such that it can no longer reasonably be expected to adhere to the contract.
- (2) Any amendments or supplements to these Coaching Terms and Conditions or to the coaching agreement, as well as any ancillary agreements to the coaching agreement—such as agreements in offers, remuneration arrangements, etc.—shall require text form (email being sufficient) in order to be effective.

