

# **General Terms and Conditions (Effective as of Jan. 1<sup>st</sup>, 2018)**

Thank you so much for your placing your trust in me by choosing me as your guide. For the sake of clarity and so that we can focus on getting you the results you desire from our collaboration, we both agree to the following general terms and conditions:

## **1) Scope**

These general terms and conditions govern all written or oral agreements between you as my client and I, Yves Nager, regarding any services I may provide to you in the context of our co-creative coaching relationship. Any changes to these Terms and Conditions shall be made by mutual agreement and in writing.

## **2) Co-creation**

The nature of what we intend to co-create through our coaching relationship shall be determined during our first session. Specifically, it shall be based on cooperation, openness and trust. All my services are offered through an active, freedom-based and consciously chosen process. There is no guarantee for a certain success, but I believe you will experience many positive changes that you may not immediately be aware of on the conscious level. At any point of time, we can agree to take a break or stop working together.

## **3) My responsibility**

I will take responsibility for offering you professional solution-oriented services as well as effective tools and methods you can apply in your daily life. As a guide for your process, I will support you in making changes or decisions and I guide you in a respectful and safe way. I will focus on your strengths, resources, solutions, visions and dreams, and together we shall keep track of your progress toward the goals that you set.

You understand that I am not an advice-giver, teacher or guru who will tell you what to do. However, my responsibility is to inspire you to consult your own inner wisdom, make your own decisions based on your own values, and receive the rewards and benefits from your own choices. If you are seeking medical advice or psychotherapy during our collaboration, you will consult a qualified professional in those domains.

## **4) Your responsibility**

It is my belief that you hold all the solutions and answers that you need within you and that these do not come from external sources. It is your responsibility to clearly communicate your wishes and needs to me and to be responsible for any expectations that you do not communicate to me. You agree to reflect on the part you have played in creating your current situation and to consider the reasons that may have caused it.

You agree to be willing to make changes and apply what you learn through our coaching relationship to your daily life to get the results you desire. You acknowledge that you are the one who is responsible for creating any change in your life and that your own needs and goals shall influence the process. Please ensure to set aside sufficient time and space for your process so that you can get the most out of our collaboration.

## **5) Agreements of counseling (for services in the field of life coaching)**

During our first coaching session, we will define the work we will do together. This shall include, amongst other things, clarifying what your expectations are in respect of the support you wish for me to provide you with. Together we will identify broadly the process we shall follow and arrange appointments dates and times should multiple sessions be required. We will define how many sessions you may need as well as your detailed goals in a separate written agreement following the first session.

## **6) Energy exchange / fees**

The fees set out below are to be paid by you to me irrespective of the outcome of our collaboration. You shall pay for the consultation time as well as for any time I may spend on tasks requested by you outside of the sessions. If you don't have a regular income and if due to your financial circumstances we agree upon alternative payment structures and fees we shall set these out in a separate written agreement.

The initial conversation that we may have to discuss the possibility of us entering a coaching relationship is offered for free and without any commitment. This shall take place by phone or via Skype and the duration shall be half an hour. The main goal of this conversation for each of us to ask and answers any questions that we may have so that we can see if we resonate with each other and feel if we can work together.

Before I can commit to supporting you through your transformation, I need to sense that you are willing to make the changes necessary to achieve your goals. As an energy exchange for my services I charge the following rates. These rates apply to services for private clients.

- \$100 for a 30 minutes' session
- \$200 for a 1-hour session
- \$300 for a 1.5-hours session
- \$380 for a 2-hours session
- \$ 70 for every additional half an hour
  
- \$750 for 5 hours (5 \* 1-hour session)
- \$1400 for 10 hours (10 \* 1-hour session)

Based on my experience, it would be best to reserve 2 hours for the first session. Generally, our collaboration will take place in person on Kaua'i (Hawaii / USA), through phone, Skype, or Zoom call. I also offer you the opportunity to use my services at a different location in which case, you will be required to cover the following travel expenses depending on the mode of transport used:

- Individual transport (car) \$0.80 per kilometer round trip.
- If flights or trains are required, the cost of an Economy Class airfare.
- Additional rate per 1-hour travel time: \$100.
- Food and beverages will not be charged.

Together with my beloved partner Eunjung Choi, I also offer various workshops, seminars, retreats, group travels, private sessions and other services. For these services, we can offer you separate rates (including our time of preparation before and after) in request.

## 7) Due date for payments & bank account information

In case of a in person session, the energy exchange for that session shall be paid in cash after the first session. In case of a Skype or phone session, the energy exchange for the session shall be paid in advance via bank transfer or Paypal. For subsequent sessions, payment shall be due within 15 days of each session. If we agree on several sessions or a package offer, payment for all sessions shall be due within 30 days of the first session.

Paypal (for payment with credit cards): <https://www.paypal.me/YvesNager>

## 8) Cancellation of appointments

If you would like to cancel an appointment without a charge, you must do so at least 24 hours prior to the appointment. If you cancel with less than 24 hours' notice, there will be a charge of \$100. In the event of a non-appearance without prior notice, you will pay the fee for a 1-hour session. If I must cancel an agreed appointment, I shall endeavor to provide you with at least 24 hours notice. If I am not able to reach you directly by phone, I will also send you an Email to notify you of the cancellation.

## 9) Confidentiality and professional secrecy

I believe that confidentiality and professional secrecy are essential requirements for professional services. I am bound by the professional secrecy referred to as Art. 28 of the Swiss Civil Code (ZGB) and I commit to maintaining absolute discretion and confidentiality with regards to my clients. You can trust that our collaboration can be implemented in a protected and safe space.

My commitment to confidentiality shall extend beyond the length of our collaboration. Once our coaching relationship is complete, at your request I will either provide you with all existing personal and written documents in my possession or shall dispose of them safely.

## 10) Liability / Insurance

In the field of life coaching, success mostly comes through the process you go through yourself and I provide no promises or warranties with regards to the outcome of our coaching relationship and I shall have no liability in this regard. I shall however offer many ideas, tools and techniques, my expertise and professional guidance to your process. My services do not replace medical or psychiatric treatments, but they can be a very effective supplement. It is your responsibility to obtain any insurance that you may need or desire.

## 11) Agreement

We both agree to co-create together under these basic conditions:

Place, Date:

Place, Date:

Your signature (client):

My signature (Yves Nager):

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