

General Terms & Conditions Organizational Coaching

1. Definitions

In these general terms and conditions the following definitions apply:

(a) U Time: CROWNDESIGN LDA/U Time, located in Aveiras de Cima, Portugal.

(b) Coach: The coaching professional of U Time who accompanies the coachee in a coaching process.

(c) Client: Any natural or legal person who orally or in writing requests U Time to coach a person through a coaching process.

(d) Coachee: The natural person who, at the request of the client, is coached by the coach in a coaching process.

(The agreement between U Time and the client, whereby U Time commits itself towards the client to coach one or more coachees.

(f) Coaching trajectory: The trajectory agreed upon between U Time and the client, in which the coachee receives coaching by means of a number of counseling sessions. The coaching process can take various forms, including but not limited to Executive Coaching, Organizational Coaching, Culture Development and Systemic Coaching.

2. Costs and method of payment

2.1. The costs of a coaching trajectory that are payable by the client to U Time are specified in a quotation that is approved by the client.

2.2. The fee shall be paid as follows: At the start of the assignment, the client owes U Time the full amount as specified in the offer. Other costs are invoiced on a monthly basis.

3. Applicability

3.1. These General Terms and Conditions apply to and form part of all offers, quotations, assignments and agreements between U Time and the Client and all agreements and/or disputes arising from them.

3.2. These General Terms and Conditions are effective from 1 April 2022.

3.3. Deviations from these General Terms and Conditions are only valid insofar as they have been confirmed in writing by the management of U Time. Such deviations apply exclusively to the case in question and no rights can be derived from them with regard to subsequent legal relationships.

3.4. The applicability of any other General Terms and Conditions used or referred to by the Client is hereby expressly rejected.

4. Non-binding offers and formation of orders

4.1 All offers and quotes by U Time are entirely without obligation, unless the contrary has been explicitly stated in an individual written offer.

4.2 An assignment between U Time and the client shall only come into effect after U Time has confirmed the assignment in writing or has started with the execution of the assignment.

5. Execution of the agreement

5.1 U Time shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship. If and insofar as proper execution of the Agreement requires, U Time has the right to have certain work performed by third parties.

5.2 U Time is not liable for damages of any kind, due to the fact that U Time has relied on inaccurate and/or incomplete data supplied by the client, unless this inaccuracy or incompleteness should have been known to it.

6. Planning, cancellation or modification

6.1 Cancellation or modification of the order

If the assignment has been agreed, it cannot be canceled. In consultation between the client, coachee and U Time, it is possible to adjust the form and planning of the guidance sessions to the changed wishes and needs of the coachee.

6.1 Planning, cancellation or change of the guidance sessions

The guidance sessions will be planned in advance in close consultation between the coachee and U Time and specified in terms of date, time, duration and location. These will be confirmed by U Time in writing or via calendar invitations. If the coachee or client wishes to change a guidance session, this can be done up to 3 working days prior to the planned guidance session. In consultation, a suitable solution will be found for everyone. Within 3 working days, the guidance session can no longer be changed or canceled and the session is canceled. This session will not be scheduled at a later date.

7. Payment

7.1. Unless otherwise agreed in writing, the client is always obliged to pay U Time's invoices within 7 days of the invoice date.

7.2. After the term of payment mentioned in the first paragraph of this article 7 has passed, the Client shall be in default without notice of default being required. The client shall then owe U Time a contractual interest rate of 1.5% per month over the outstanding amount.

7.3. Both the judicial and extrajudicial costs relating to the collection of payments not received on time from the Client by U Time shall be borne by the Client. The fee for extrajudicial collection costs is set at a minimum of 15% of the principal sum due.

7.4. Payments made by the Client shall primarily serve to pay the interest due as referred to in section 2 of this article 7 and furthermore the judicial and extrajudicial costs referred to in section 3 of this article 7 and shall subsequently be deducted from the oldest outstanding claim.

8. Other costs

Any travel and accommodation expenses incurred by the coach for the purposes of the coaching process shall be reimbursed to U Time by the client. Travel costs are € 0,50 per kilometer.

9. Liability

9.1 U Time shall make every effort to guide the coachee to the best of his ability towards the objectives discussed with him, yet bears no responsibility regarding the realization of those objectives.

9.2 U Time is not liable for any damages suffered by the Client, regardless of whether they are caused by the (subsequently proven) lack of development of the coachee or by other factors.

The Client indemnifies U Time against any claims by third parties and for any damages and losses that a coachee may cause to the Client in the performance of his duties.

10. Confidentiality

All parties are obliged to keep all confidential information they have obtained from each other or from another source in the context of their agreements confidential. Information is considered confidential if either party has indicated this or if this follows from the nature of the information or if the participants can reasonably assume that the information is confidential.

11. Code of Ethics

11.1. U Time shall observe discretion with regard to business and personal data of the Client and the coachee.

11.2. U Time subscribes to the Ethical Code of Conduct of EATA, published via <https://eatanews.org/wp-content/uploads/2019/04/ethics-code-feb-13th-edit.pdf>.

12. Defects, complaint period

12.1 Complaints about the performed activities should be reported in writing by the client to U Time within 8 days after discovery, but no later than 14 days after completion of the activities concerned.

12.2 If a complaint is well-founded, U Time shall still perform the work as agreed upon; unless this has become demonstrably pointless for U Time or the participant.

12.3 If it is no longer possible or worthwhile to perform the agreed work, U Time shall only be liable within the limits of article 14.

13. Force majeure

13.1 In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, which U Time cannot influence, but which make it impossible for U Time to meet its obligations.

13.2 U Time also has the right to invoke force majeure if the circumstance preventing (further) performance occurs after U Time should have fulfilled its obligations.

13.3 During force majeure, U Time's obligations are suspended. If the period in which fulfillment of U Time's obligations is not possible due to force majeure lasts longer than two months, both parties are authorized to dissolve the agreement without any obligation to pay damages in that case.

13.4 In the event that U Time has already partially met its obligations when the force majeure occurs, or can only partially meet its obligations, it is entitled to invoice the part which has already been completed and/or which can be implemented separately and the participant is obliged to pay this invoice as if it concerned a separate agreement.

14. Applicable law

14.1. Portuguese law applies to these General Terms and Conditions and to the order to which these General Terms and Conditions apply.

14.2. Disputes arising from or related to the order to which these General Terms and Conditions apply, as well as disputes relating to these General Terms and Conditions, shall be brought before the District Court in Lisbon, if these fall within the jurisdiction of the District Court.