

## **General Terms and Conditions of Business for Corporate Clients**

from 1 March 2020

### **I. Area of application**

The General Terms and Conditions of Business apply to all the business with our clients. They are valid for the duration of the business relationship. These Terms and Conditions are deemed to have been agreed by the fact of placing the assignment. Variations from these Terms and Conditions of Business must be agreed in writing.

### **II. Client's (coachee's) duty of cooperation**

Coaching will be conducted based on the preparatory consultations held between the parties. Coaching depends on cooperation and mutual trust. We draw attention to the fact that coaching is a free and active process which is dependant on the efforts made by the person being coached and specific results cannot be guaranteed. The coach will assist the client as a mentor and supporter in decision-making and in the face of change. The actual work involved in change will be undertaken by the client. The client should therefore be prepared and open to come to terms with him/herself and his/her situation.

### **III. The scope of the assignment and conditions**

#### Individual / team coaching

The scope of the assignment and the detailed objectives will be defined in a separate agreement.

At the commencement of the coaching process, the client is entitled to a non-binding consultation free of charge (not exceeding 60 minutes duration). Working in conjunction with the client (the corporate client or representative) and possibly the client's superior, steps&milestones will clarify what is expected from the coaching.

The hourly fees will vary between CHF 350.— and 500.— (depending on the nature of the coaching, the client's function and the sector). These will be defined separately in the agreement. Daily fees will vary between CHF 3'000.— and 4'500.—. We will be happy to send you a binding quotation (including preparatory work and follow-ups) for workshops, seminars, lectures and other services specifically designed to meet your particular needs.

steps&milestones will normally send invoices after completion of the service we provide; invoices are payable within 10 days. Coaching packages and / or all-inclusive offers are due for payment within 30 days of the commencement of coaching or of the date the all-inclusive offer was made. VAT at 7.7 % shall be added to all fees for our services.

### **IV. Expenses**

When travelling by train we will purchase 1st class bought with ½ price Swiss rail passes. If travelling by car, a mileage rate of CHF 1.—/km (outward and return journey) will be invoiced. If meetings are outside Zurich, travelling time will be charged at an hourly rate of CHF 150.—

Additional expenditure for personality profiles or similar incurred in connection with a coaching relationship and agreed with clients will be invoiced.

## V. Cancellation conditions / cancellation charges

### Coaching sessions

Coaching sessions may be cancelled without charge up to 24 hours before the session; cancellation of sessions to be held on Mondays must be notified by 12.00 noon on the previous Friday. After this time the full fee will be charged.

### Workshops, seminars, lectures and other services

In case of cancellation the following regulation applies:

- Up to 30 days before the start of the assignment, we will charge for our effective preparatory work including expenses (according to the agreed daily rate for the conception phase).
- Between 14 - 29 days before the start of the assignment, 50% of the amount according to the proposal is due.
- Less than 14 days before the start of the assignment, 100% of the amount according to the proposal is due.
- After the start of contracted assignment, the total amount will be invoiced.

In case of postponement (within 6 months) the following regulation applies:

- Between 14 - 29 days before the start of the contract 25% of the amount according to the proposal is due.
- Less than 14 days before the start of the contract, 50% of the amount according to the proposal is due.
- Postponements of more than 6 months or with an undefined timeframe are regulated as cancellations.

## VI. Confidentiality

We undertake to maintain unrestricted confidentiality in respect of third parties on all the client's operational, business and private matters which become known to us in the context of the assignment; this obligation remains in force after the end of the contract.

## VII. Liability

Our activity is of a purely service nature. A specific outcome is therefore not due, and liability is excluded. The forwarding or electronic transmission of any data whatsoever is at the client's risk.

## VIII. Insurance cover

Team coaching programmes, workshops, and the like, are always organised by the client. Participants therefore have no insurance cover from steps&milestones.

## IX. Place of jurisdiction

The place of jurisdiction is Zurich. Swiss law applies.

## X. Final provision

If individual provisions of the contract with the client, including these General Terms and Conditions of Business, be or become invalid in whole or in part, the validity of the remaining provisions are not affected thereby. The provision which is invalid in whole or in part is to be replaced by a provision, the economic outcome of which comes as close as possible to that of the invalid provision.