

TERMS AND CONDITIONS

Terms of use & Privacy policy

These terms and conditions apply to all services, coaching, yoga, workshops or otherwise; material; products provided by the Holistic Wellness brand, owned by Divya Beste Dolanay.

Disclaimer

The content and material presented for view or sale on this website is for educational and informational purposes only. The content should not be used for diagnosis or treatment of any condition or disease. The case histories presented are provided for illustrative purposes only. No express or implied guarantee of results is made. If you are currently being treated by a physician or other healthcare practitioner for any condition or disease, please consult with that provider prior to changing or modifying any treatment program.

Confidentiality & Privacy

Holistic Wellness respects your privacy and treats your personal information, discussed with you or written to you, with confidentiality, including booking/registering online. Holistic Wellness will not sell, rent or share any of your personal information.

Health Insurance

Holistic Wellness is not connected to any insurance companies. Any claims for reimbursement should be filed through your own insurance company.

Termination

Holistic Wellness reserves the right to terminate the contract at any time, at which point all unused, pre-paid fees will be returned to the client. A reason for termination will always be provided to the client.

Referees

On occasion Holistic Wellness may ask clients to put forward a testimonial. This may include being used on the website. This will only happen with your permission.

Holistic Wellness Coaching Terms

The services to be provided by the coach to the client will be one-on-one, through skype, facetime, whatsapp call, phone call or face to face, as designed jointly with the client. Coaching, which is not advice, therapy or counseling, may address specific personal projects, personal development, business successes, or general conditions in the client's life or profession.

The Coach will notify clients when she will be away from the office for extended periods.

The Client understands that each service purchased has an expiry date and should be used within the set lifetime of the service.

Payment is required in advance. Payments are to be made directly to the company bank account. In the event that Client's payment is not fulfilled prior to the start of a scheduled coaching session, the session shall be deemed forfeited by Client and the fee owed to Coach shall remain for that cancelled Coaching session.

Holistic Wellness reserves the right to terminate the contract at any time, at which point all unused, pre-paid fees will be returned to the client. A reason for termination will always be provided to the client.

Services

The coaching services offered by Coach entail an ongoing relationship between Coach and Client (the "Coaching"). In order to understand and clarify the services and relationship, Client and Coach acknowledge and agree that:

Coaching is a relationship which is designed and defined by the Client with the Coach's agreement, and which is based on the Client's expressed interests, goals, and objectives. The coaching may vary based on Client's needs and progression.

Coach uses discussion, questions and requests to assist Client as Client identifies personal and/or business goals, action plans intended to achieve such goals, action plan progress, develops strategies, new patterns, and any other area that Client would like to discuss.

Client is responsible for his or her own achievements and success, and Coach cannot and does not promise that Client will take any specific action or attain specific goals. Prior to the meeting, Client shall email a brief preparation form, which shall act as a road map for the discussion.

Confidentiality, Representations and Warranties

Coach is committed to offering the Coaching to the best of her knowledge and with the utmost integrity.

Coach shall offer the Coaching to the best of his/her ability, based on the information provided by Client.

The coach promises the client that all information provided to the coach will be kept strictly confidential. In the event Coach obtains confidential personal and/or business information from Client, Coach agrees to keep and maintain such information confidential and not to disclose or use such information without Client's prior written consent.

Coach will apply coaching, and mentoring, tools outside the scope of coaching that are deemed beneficial to Client.

Coach shall take any reasonable methods to ensure the protection of any audio, video, or written notes. Measures to protect such information may include physical locks or password protection on digital files.

Coaching Relationship

Throughout the working relationship, the coach will engage in direct and personal conversations. The client can count on the coach to be honest and straightforward in asking questions and making requests. The client understands that the power of the coaching relationship can be granted only by the client, and the client agrees to do just that: have the coaching relationship be powerful. If the client believes the coaching is not working as desired, the client will communicate that belief and take action to return the power to the coaching relationship.

Cancellations, Rescheduling, Lateness

Client will provide Coach with twenty-four (24) hours' notice if Client will not be available for a scheduled coaching session. Any missed session for which Client does not notify Coach of such a cancellation or rescheduling shall be deemed forfeited and fees remain open due to the above mentioned cancellation. Any session for which Coach and Client are not able to meet due to an error with Client's equipment (e.g. Skype, telephone, etc) shall be deemed forfeited by Client.

Lateness for sessions by the client will begin at the start time agreed in advance, not when the client arrives.

Acknowledgements & Agreements

Client understands, acknowledges, and agrees to the following regarding the Coaching:

The Coaching is designed to help mentally and physically healthy people. Any person with a serious mental or physical issue should seek the advice of a doctor or psychiatrist.

This type of Coaching is not therapy – to reiterate the previous point, Client should seek the advice of a doctor or psychiatrist if his or her condition dictates.

Coach may refer Client to professionals if, in Coach's best judgment, it will be beneficial toward Client's success and growth.

Success is heavily dependent on Client committing to and following the program laid out by Coach. Coaching services like those contemplated in this Agreement are only effective if Client is motivated and committed. Client benefits best from an honest relationship with Coach. Cooperation and an open mind are paramount to Client's success.

Coach's expertise is limited to the nature of the Coaching. The Coach is not qualified to give the Client any business, financial, or other advice.

Client understands the nature of Holistic Wellness Coaching and Holistic Wellness programs.

The relationship between Coach and Client is a professional one, beyond that of a friendship, and the nature of the relationship should be maintained throughout the Coaching.

If any third party should make payments to Coach on behalf of Client, Coach shall still act with only Client's best interests in mind. The party making said payments shall have no bearing on the judgment of Coach in performing services and Coach shall be obligated to nobody except for Client.

Should Client choose to alter or cease any treatments, therapy, or medication, Client should do so solely at the advice of the professional administering such treatments, therapy, or medication. Coaching is not designed to act as a replacement for such things.

Coach may elect to record Coaching sessions with the informed consent of Client.

Declaration

I understand that I am working with Divya Beste Dolanay for professional coaching, yoga work, workshops at the agreed fee, and with the agreed program. I acknowledge and agree that in the course of the services, Coach may ask Client questions, which may be personal, challenging or possibly disturbing. Client, hereby releases any claims, waives, discharge, and covenant not to take any form of legal action against Coach in connection with any cause of action stemming, or resulting from Coach's questions, actions or services except for Coach's breach of Coach's obligations in the paragraphs above. This waiver does not apply to conduct or actions outside the scope of the coaching services. Professional coaching is distinctly different from counseling, psychotherapy or psychoanalysis and does not deal with the diagnosis or treatment of emotional

problems. Since professional coaching does not constitute medical consultation or treatment, health insurance does not apply. These fees may be considered deductible business expenses. Client understands that the sessions are consultative in nature and that any actions and decisions made by Client are solely the responsibility of Client. Coach shall in no way be held liable or responsible for any actions taken, or not taken, by the Client. The Coach makes no guarantee or warranties, expressed or implied, about any results to be achieved. Client agrees to hold harmless and indemnify Coach from and against any liability arising from or in any way related to Client's use of the Services. In no event will Coach's liability exceed the total of all payments made by Client or a sum equal to the last two (2) months of Client's payments to Coach, whichever amount is less.

The client and/or coachee have read and understand the waiver and release of liability, and have agreed to it voluntarily.



Divya Beste Dolanay
bestedolanay@gmail.com
KVK: 70943729
BTW: NL230893235B01
IBAN: NL76 ABNA0445853387