



General Terms and Conditions (GTCs)

1 Preamble

These General Terms and Conditions ("GTCs") set the foundation for a transparent, equitable, and professional collaboration. They outline the mutual expectations and responsibilities that guide all services provided by Lighthouse Partnering Ltd. and are intended to support a relationship built on trust, self-determination, and ethical practice.

2 Area of Application

These General Terms and Conditions ("GTCs") apply to all services provided by Lighthouse Partnering Ltd. ("LHP") to its clients ("Client"). Services include, but are not limited to, coaching, team coaching, supervision, mentoring, training, and commercial mediation (collectively, the "Services").

Definitions:

- **Client:** Any natural or legal person who enters into a contractual agreement with LHP or makes use of its Services. This includes affiliates, subsidiaries, partners, and authorised representatives. In multiparty arrangements, the party commissioning and financing the Services is referred to as the **Sponsor**, and the individual or entity receiving the Services as the **Client**.
- **LHP:** Lighthouse Partnering, a limited liability company (GmbH) incorporated under Swiss law with its registered office in Uster, Switzerland. The term includes its directors, employees, contractors, and authorised representatives.

The Client and LHP are each referred to as a "Party" and together as the "Parties".

3 Contractual Relationship

The provision of Services by LHP is governed by a contractual relationship between the Parties ("Contractual Relationship"), which is deemed valid upon the Client's acceptance of a written offer from LHP, written confirmation by either Party (including by email), or verbal agreement, where appropriate. The Client's explicit or implicit commissioning or use of the Services shall also constitute acceptance of these General Terms and Conditions (GTCs).

Any amendments or additions to the scope, duration, or nature of the agreed Services require mutual consent and written confirmation by both Parties.

4 Nature and Boundaries of Services

The purpose of LHP's Services – including coaching, supervision, mentoring, training, and commercial mediation – is to support self-determined personal, professional, and organisational development, or to facilitate the voluntary resolution of business-related disputes.

Services are no substitute for therapy, counselling, medical treatment, or regulated professional advice in legal, financial, or clinical matters. No diagnosis, representation, or guarantee of specific outcomes is offered or implied.

At all times, the Client retains full self-determination and sole responsibility for their decisions, actions, and outcomes. Where appropriate, LHP may encourage the Client to seek support from qualified professionals or may suspend or withdraw Services if a concern exceeds the agreed scope or if impartiality cannot be maintained.

5 Parties' Responsibilities

The responsibilities of each Party are defined in the Contractual Relationship and any applicable documents, including, but not limited to, service agreements, process guidelines, and related instructions.

Each Party agrees to fulfil its respective responsibilities in a professional, timely, and cooperative manner, in alignment with the purpose and scope of the Services.

6 Involvement of Associates and Subcontractors

LHP may engage qualified associates or subcontractors to support or deliver the Services, provided the Client is informed in advance and agrees to such involvement. LHP remains fully responsible for the quality and outcome of the Services and shall ensure that any third parties comply with the terms of this Contractual Relationship, including obligations related to confidentiality, professional standards, and data protection.

7 Cancellations and Re-schedules

Sessions or appointments may be cancelled or rescheduled with a minimum of 24 hours' notice. Changes made with less notice may be charged in full, unless due to valid reasons such as emergencies or technical issues beyond the Client's control.

8 Fees, Travelling Expenses, VAT and Payments

8.1 Fees

The Client agrees to pay the fees specified in the Contractual Relationship in accordance with the agreed terms.

8.2 Travel Expenses

Travel expenses are not included in the agreed fees and will be invoiced separately, where applicable. These include:

- **Travel expenses:** Public transportation (e.g. train, tram, bus), airfares, and car rentals, invoiced at cost plus a 10% administration fee.
- **Private vehicle use:** CHF 0.80 per kilometre.
- **Accommodation:** Invoiced at cost plus a 10% administration fee.
- **Meals:** Invoiced at cost.
- **Miscellaneous expenses:** Such as visa fees or laundry, invoiced at cost or cost plus 10%, depending on administrative effort.
- **Travel time:** Time spent travelling during regular office hours is invoiced at the average hourly rate specified in the Contractual Relationship. For travel outside regular hours or significantly extended journeys, rates will be agreed in advance with the Client.

Where possible, estimated travel expenses will be communicated and agreed in advance.

8.3 Value Added Tax (VAT)

All fees and charges are exclusive of Value Added Tax (VAT), which will be added where applicable in accordance with Swiss tax law.



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8.4 Payments

Unless otherwise agreed, 100% of the total fee is invoiced upon confirmation of the Order and payable within 30 days of the invoice date.

In case of late payment, LHP may charge default interest and suspend Services until payment is received. Persistent non-payment may be considered a material breach of the Contractual Relationship.

9 Intellectual Property

Unless otherwise agreed in writing, all intellectual property provided during the Services – including, but not limited to, materials, models, tools, and customised content – remains the exclusive property of LHP or the original rights holders. The Client receives a non-exclusive, non-transferable, and revocable licence to use such materials internally and only within the scope of the agreed Services.

Unauthorised use, copying, distribution, or public sharing – in whole or in part – is strictly prohibited and may result in legal action, including claims for damages and injunctive relief.

The Client is required to promptly notify LHP of any suspected unauthorised use or infringement of intellectual property.

10 Guarantees, Limitation of Liability

LHP makes no guarantees or warranties – whether express or implied – regarding specific outcomes, results, or the effectiveness of its Services.

LHP shall be liable only for direct damages caused by intentional misconduct or gross negligence. To the extent permitted by law, liability for indirect, incidental, consequential, or special damages is expressly excluded.

In all cases, LHP's total liability under this Contractual Relationship is limited to the actual fees paid by the Client up to the effective date of termination.

11 Indemnity

The Client acknowledges that all Services provided by LHP are based on the principle of self-determination. Accordingly, the Client remains solely responsible for all decisions, actions, and outcomes arising from their use of the Services.

The Client agrees to indemnify and hold harmless LHP, including its officers, employees, agents, and representatives, from and against any third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable legal and court fees) arising from the Client's use or misuse of the Services or materials provided – except where such claims result from LHP's intentional misconduct or gross negligence.

12 Professional and Ethical Standards

Lighthouse Partnering Ltd. (LHP) delivers its Services in alignment with the professional codes of ethics of the International Coaching Federation (ICF), the European Mentoring and Coaching Council (EMCC), and the Coaching Supervision Academy (CSA).

For mediation services, LHP follows the principles and standards of the European Code of Conduct for Mediators, the International Mediation Institute (IMI), and the CEDR Model Mediation Procedure, as agreed with the Client.

These frameworks guide LHP's conduct in matters such as confidentiality, professional boundaries, impartiality, client well-being, and continuous professional development. While these standards are not statutory law, they form part of the Parties' contractual agreement and are binding insofar as they are incorporated into the delivery and governance of the Services.

13 Confidentiality

All information shared by the Client during the Contractual Relationship – whether verbal, written, or otherwise communicated – is treated as confidential. LHP will not disclose any such information without the Client's prior written consent.

This confidentiality commitment does not create legal privilege as recognised in professions such as law or medicine.

Confidentiality does not apply to information that:

- a) was already lawfully in LHP's possession;
 - b) is publicly known or becomes publicly available through no fault of LHP;
 - c) is lawfully obtained from a third party;
 - d) is independently developed by LHP without reference to the Client's confidential information;
 - e) must be disclosed under legal or regulatory obligations.
- LHP also reserves the right to disclose information:
- f) where there is a reasonable belief of imminent harm to the Client or others;
 - g) where illegal activity is involved; or
 - h) for the professional development, credentialing, or accreditation of LHP's staff, in accordance with the Privacy Policy.

For the avoidance of doubt, this confidentiality clause shall prevail over and supersede LHP's Privacy Policy in the event of any conflict.

Where disclosure is required or appropriate, LHP retains the right to exercise discretion in disclosing relevant information to appropriate bodies or authorities, as required by law or ethical guidelines.

14 Privacy Policy

The collection and processing of personal data relating to a natural person ("Data Subject") shall be conducted in accordance with LHP's Privacy Policy, which forms an integral part of this Contractual Relationship.

This includes data processing necessary for the delivery of Services, fulfilment of legal or contractual obligations, professional accreditation, quality assurance, or – where applicable – marketing communications based on the Data Subject's prior consent.

15 Completion and Termination

The Contractual Relationship is completed once both Parties have fully fulfilled their respective contractual obligations.



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Either Party may terminate the Contractual Relationship without cause by giving 14 days' written notice (including email). Termination takes effect upon receipt of notice. Termination does not release the Client or Sponsor from payment obligations. Advance payments for unused Services will be refunded, less a 10% service and processing fee. Provisions relating to confidentiality, data protection, and the Privacy Policy remain in effect after completion or termination.

16 Entire Agreement

This Contractual Relationship constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, or communications, whether written or oral, relating to its subject matter.

Any changes or additions to this agreement are valid only if made in writing and signed or explicitly confirmed by both Parties.

17 Force Majeure

Neither Party shall be liable for delays or failures in performance caused by events beyond their reasonable control, including but not limited to natural disasters, pandemics, war, terrorism, labour disputes, civil unrest, government actions, or failures in communication or energy supply.

The affected Party shall notify the other without undue delay, take reasonable steps to mitigate the impact, and resume performance as soon as practicable.

Obligations affected by force majeure are suspended for the duration of the event. If it continues for more than 60 days, either Party may terminate the Contractual Relationship by written notice, without liability beyond services already rendered.

18 Mediation as a Condition Precedent to Legal Proceedings

Before initiating any court or arbitration proceedings, the Parties shall in good faith attempt to resolve a dispute arising out of the Contractual Relationship through mediation.

They shall jointly appoint an independent, accredited mediator listed on the IMI Register or appointed under the CEDR Model Mediation Procedure, unless otherwise agreed. If no agreement is reached within 14 days of a written request to mediate, either Party may request IMI or CEDR to appoint the mediator.

The mediation shall begin within 30 days of appointment and conclude within 60 days, unless extended by mutual agreement. It shall be conducted in either English or German, online or at a mutually agreed neutral location. Each Party bears its own costs; mediation fees are shared equally.

Participation in mediation is a binding condition precedent to legal or arbitration proceedings, unless urgent interim relief is required.

19 Applicable Law and Jurisdiction

This Contractual Relationship is governed by Swiss substantive law, excluding its conflict-of-law rules.

For Clients acting in a business or professional capacity (B2B), the exclusive place of jurisdiction shall be the competent courts at the registered office of LHP in Uster, Switzerland. LHP reserves the right to bring claims at the Client's place of business where legally permitted.

For private Clients acting as consumers (B2C), mandatory legal provisions regarding applicable law and jurisdiction shall apply.

20 Survival

Any provisions of this Contractual Relationship which by their nature are intended to survive termination or completion – including, but not limited to, clauses relating to confidentiality, intellectual property, indemnity, limitation of liability, applicable law, and the Privacy Policy – shall remain in full force and effect.

21 Severance

If any provision of this Contractual Relationship or parts thereof is held to be illegal, invalid or unenforceable under any applicable enactment or rule of law, such illegality, invalidity or unenforceability shall not affect the remainder of this Contractual Relationship, which shall remain in full force and effect. Both Parties shall make reasonable efforts to replace the invalid provision with a valid one that reflects the original intent as closely as possible.

22 Governing Language

The Contractual Relationship shall be executed in either English or German, as agreed between the Parties. In the event of any discrepancy or dispute concerning the interpretation of these General Terms and Conditions or any related agreement, the English version shall prevail.