



COACHING | EQUIPPING | GETAWAYS

38 Alleman Street
Roodeberg | Paarl South
Paarl | Western Cape | 7646
(Local) Head-Office telephone nr: 084 522 4260
(International) telephone nr: 0027 84 522 4260
info@overflowinglife.net

OUR TERMS & CONDITIONS

A) COACHING & EQUIPPING

ACCEPTANCE OF COACHING AGREEMENT TERMS: (UPDATED: 9 November 2021)

I accept below as if I am physically present, giving my physical handwriting in favor of with full understanding, and acceptance of all these terms and conditions below. The action of my acceptance is done by choosing "Yes" on the applicable online form and/or making my first payment. For reference purposes, Life-Changing Holidays (PTY) Ltd, trading as "Overflowing Life" is referred to as "OFL" and you, our valued client is referred to as the "Coachee." The person responsible for conducting and facilitating your coaching sessions is referred to as the "Coach".

THE COACHEE AGREES TO:

- Recognize that the coaching process is an investment in his/her development.
- Honor's the Coach's time (preparation, sessions, etc).
- Honest & open communication between him-/herself and his/her Coach at all times
- Willing to embrace any necessary change to aid attainment of goals.
- Prepared to take on board feedback he/she receives.
- Open to challenges to his/her thoughts, ideas and working practices.
- Commit to the coaching principles of OFL to aid his/her development.
- Commit to do his/her 'homework' and commit to returning homework back to his/her coach at least 24 hours before their next session.
- Commit to give at least 24 hours' notice if unable to attend a coaching session and to adhere to the number of postponement of sessions that is allowed.
- Ensure uninterrupted coaching sessions.
- Give his/her coach feedback on sessions.
- Commit to attend all purchased sessions.

INDEMNITY:

- The Coachee is solely responsible for creating and implementing his/her own physical, mental, and emotional well-being, decisions, choices, actions, and results arising out of or resulting from the coaching relationship and his/her coaching sessions and interactions with his/her Coach and OFL.
- As such, the Coachee agrees that the Coach and OFL is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach and OFL.
- In terms of religious freedom, the Coachee agrees (out of his/her own free will) to partake in or implement any religious activities out of a free will and that nothing is, was or will be forced upon the Coachee. The Coachee agrees to clearly communicate anything he/she feels uncomfortable with.
- The Coachee understands that coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
- The Coachee acknowledges that coaching does not involve the diagnosis or treatment of mental disorders and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical, or other qualified professionals and that it is the Coachee's exclusive responsibility to seek such independent professional guidance as needed. If Coachee is currently under the care of a mental health professional, it is recommended that the Coachee promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Coachee and the Coach.
- The Coachee also understands that neither the Coach nor OFL is in a position to prescribe medication and/or supplements. If by indication a suggestion is made by the Coach and/or OFL, it is purely a suggestion and not a prescription.
- The Coachee acknowledges and agrees that the Coach will observe confidentiality of all discussions at all times unless there is a potential risk to the Coachee and/or to others; if an illegal matter arises and/or after (in the unlikely event of) death.



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SPECIFIC AGREEMENTS TO:

- **TIMEFRAME:** The Coachee agrees to the specific timeframe terms of each coaching package; whether a one-on-one coaching package or group coaching package. The Coachee also agrees to the maximum allowed postponements per package. The Coachee also agrees that fees are non-refundable if he/she do not complete his/her coaching sessions within the allowed package timeframe.
- **EXTRA SESSIONS:** The Coachee agrees that if more sessions are needed than what is originally purchased, that a new contract/agreement will be set in place with a newly agreed rate structure.
- **PAYMENTS:** Sessions are prepaid in full before the first session starts at 10% Discount OR Prepaid (with no discount) in 3 installments. If the Coachee opt for the latter option, the Coachee agrees that if he/she discontinues his coaching sessions before the 2nd and 3rd payment is due, that he/she is still responsible for those last two installments.
- **CANCELLATION:** Once the Coachee makes his/her 1st payment, the total coaching package fee is non-refundable.

B) GETAWAYS

ACCEPTANCE OF TRAVEL/ GETAWAY TERMS & CONDITIONS: (UPDATED: 9 November 2021)

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LIABILITY:

- Life-Changing Holidays (PTY) Ltd, t/a "Overflowing Life" and/or "Travel Boutique", in providing services to you as our client, shall not be responsible or liable for any acts, errors, omissions, delays, missed connections, accidents, losses, injuries, deaths, property damage, or any indirect or consequential damages resulting therefrom, which may be the result of action, inaction, default or insolvency of any of the supplier/-s in your itinerary or any errors made by any staff of t/a "Overflowing Life" and/or "Travel Boutique".
- Life-Changing Holidays (PTY) Ltd, t/a "Overflowing Life" and/or "Travel Boutique" does not give any representation or warranty with respect to any aspect of any third-party supplier's services. In the event of a supplier's default (or insolvency) with respect to all or any part of such supplier's services, the Client's sole recourse shall be with the supplier, and shall be subject to the said supplier's own terms and conditions.

CANCELLATION POLICY:

- To cover our (Life-Changing Holidays (PTY) Ltd, t/a "Overflowing Life" and/or "Travel Boutique") costs, between 10 to 30% of your total invoice/s (OR total quote accepted) amount are NON-refundable. In the event where a force majeure is applicable; in other words when you can't travel due to unforeseeable circumstances, our (Life-Changing Holidays (PTY) Ltd, t/a "Overflowing Life" and/or "Travel Boutique") cancellation fees still apply, and our commission/ project management fee is still non-refundable since we already offered our billable services.
- To cover SUPPLIER costs, note that every single supplier in your itinerary charge's cancellation fees as well. It is different for each supplier. Some supplier fees are totally non-refundable, and others might refund a portion. Should you receive a refund, chances are good that it will be less than you anticipate.
- Life-Changing Holidays (PTY) Ltd, t/a "Overflowing Life" and/or "Travel Boutique," additionally charges between 2.5% - 5% Service fees (based on the total price of your existing or new holiday) to facilitate changes, postponements, re-bookings, and cancellations. This is to cover local and international bank charges as well as the huge amount of time it takes to facilitate the admin around doing changes, postponements, re-bookings and cancellations.



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TRAVEL INSURANCE:

- Life-Changing Holidays (PTY) Ltd, t/a “Overflowing Life” and/or “Travel Boutique,” strongly advise to purchase Travel Insurance within 48 HOURS after your first payment and where possible opt for purchasing additional cover for 'voluntary cancellation'.
- Kindly familiarise yourself with the terms and conditions of your policy; as well as what is covered and what is not covered.
- Life-Changing Holidays (PTY) Ltd, t/a “Overflowing Life” and/or “Travel Boutique,” cannot give any advice regarding your policy and it is your (the client's) responsibility to liaise directly with your travel insurance supplier if you have any questions, concerns, or disputes.
- You hereby acknowledge not to take any informal suggestions from Life-Changing Holidays (PTY) Ltd, t/a “Overflowing Life” and/or “Travel Boutique” and do not hold OFL accountable to any impression you may have regarding your policy and its inclusions and exclusions.

COVID-19 TERMS AND GENERAL TRAVEL RESTRICTIONS

- Health and Other Hazards: You agree that it is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19. Life-Changing Holidays (PTY) Ltd, t/a “Overflowing Life” and/or “Travel Boutique” assume no responsibility for and shall not be liable for unsafe conditions or health hazards including pandemics or other illnesses.
- Life-Changing Holidays (PTY) Ltd, t/a “Overflowing Life” and/or “Travel Boutique” have no special knowledge of dangers during travel or at destinations. For information related to such dangers, we recommend going to the State Department travel website at <https://sacoronavirus.co.za/>
- Rules of Travel Suppliers and Governments: Life-Changing Holidays (PTY) Ltd, t/a “Overflowing Life” and/or “Travel Boutique” takes no responsibility for COVID-19-related or general travel requirements (and restrictions) that travel suppliers and governments may impose from time to time, such as health affidavit forms, special required documents, health screenings prior to departure or upon arrival, face coverings, quarantines, etc. It is the responsibility of the client to check and research this. For the latest COVID-19 and general travel regulations, restrictions, and requirements, we recommend going to all these resources and to check your own:
 - a) <https://www.iatatravelcentre.com/international-travel-document-news/1580226297.htm>.
 - b) <https://apply.joinsherpa.com/travel-restrictions>
 - c) <https://reopen.europa.eu/en/from-to/OTC>
 - d) For the latest country requirements, liaise (in writing) with the applicable country's consulate office in South Africa.
- Financial Condition of Travel Suppliers: Life-Changing Holidays (PTY) Ltd, t/a “Overflowing Life” and/or “Travel Boutique” are not responsible for the acts or omissions of travel suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. Life-Changing Holidays (PTY) Ltd, t/a “Overflowing Life” and/or “Travel Boutique” have no special knowledge regarding the financial condition of the suppliers, and we have no liability for recommending a trip credit in lieu of a refund.
- Rebooking: If requested, we will assist with obtaining any refunds due or rebooking trips using future credits, but Life-Changing Holidays (PTY) Ltd, t/a “Overflowing Life” and/or “Travel Boutique” will charge a non-refundable fee for such services.
- Insurance: For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. Please note that, unless you buy a cancel-for-any-reason policy, most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. No representation or description of the insurance made by our (Life-Changing Holidays (PTY) Ltd, t/a “Overflowing Life” and/or “Travel Boutique”) staff constitutes a binding assurance or promise about the insurance. You agree to hold Life-Changing Holidays (PTY) Ltd, t/a “Overflowing Life” and/or “Travel Boutique” harmless for your election not to purchase travel insurance or for any denial of claim by travel insurers as it relates to COVID-19 or any other claim under the policy.
- RELEASE: YOU HEREBY EXPRESSLY ASSUME ALL OF THE RISKS AND DANGERS COVERED IN PARAGRAPHS ABOVE, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD Life-Changing Holidays (PTY) Ltd, t/a “Overflowing Life” and/or “Travel Boutique” HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE RISKS AND DANGERS.