

# TERMS & CONDITIONS

Effective: September 2026

For Professional Services provided by thirdplace

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## 1. SCOPE

1.1 These General Terms & Conditions ("Terms") apply to professional services provided by thirdplace, c/o Alexander Frank, Zum Gensstueck 8, 35614 Asslar, Germany ("thirdplace", "we", "us" or "our").

1.2 Our services are provided primarily to companies, organizations, public bodies and individuals acting in the course of their professional or commercial activities ("client").

1.3 These Terms apply in particular to leadership and executive coaching, team coaching, leadership development, workshops, facilitation, organizational development interventions, assessments, advisory services and related professional services.

1.4 Specific services, deliverables, dates, fees and other engagement-specific arrangements may be set out in a proposal, statement of work, engagement letter, order confirmation or other written agreement ("Engagement Agreement").

1.5 In the event of any conflict between an Engagement Agreement and these Terms, the Engagement Agreement shall prevail.

1.6 Terms and conditions of the client shall apply only where we have expressly agreed to them in writing.

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## 2. FORMATION OF THE CONTRACT

2.1 Proposals and quotations issued by thirdplace are non-binding unless expressly stated otherwise.

2.2 A contract is formed when the client accepts our proposal or offer in writing, including by email, or when the parties otherwise agree in writing on the relevant engagement.

2.3 Changes to the agreed scope of services may result in changes to timing, fees or other conditions. Material changes will be agreed between the parties before the additional or amended services are provided.

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### **3. OUR SERVICES**

3.1 We provide our services professionally, with due care and in accordance with the scope agreed with the client.

3.2 Our work is developmental, advisory and facilitative in nature. Unless expressly agreed otherwise, we do not provide legal, tax, medical, psychological treatment, financial or investment advice.

3.3 Coaching, team development, leadership development and organizational interventions are collaborative processes. Their effectiveness depends on factors beyond our control, including the participation, decisions and actions of the client and participants. We therefore do not guarantee any particular personal, team, organizational or commercial outcome.

3.4 We may adapt the design, methods, sequence or facilitation of an intervention where, in our professional judgment, this is appropriate to achieve the agreed objectives, provided that this does not materially alter the agreed scope of the engagement.

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### **4. CLIENT RESPONSIBILITIES**

4.1 The client will provide the information, access, cooperation and decisions reasonably required for us to perform the agreed services.

4.2 The client is responsible for ensuring that relevant participants are appropriately informed about the purpose and context of an intervention and, where applicable, are available at the agreed times.

4.3 The client is responsible for the accuracy and completeness of information provided to us. We are entitled to rely on information supplied by the client and its representatives unless there is an obvious reason to question its accuracy.

4.4 Where services are provided at premises selected by the client, the client is responsible for providing suitable facilities and for complying with applicable health and safety requirements.

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## **5. PROFESSIONAL COACHING STANDARDS AND CONFIDENTIALITY**

5.1 We approach coaching as a professional relationship based on integrity, competence, confidentiality and responsibility. Our coaching practice is informed by the professional and ethical standards of the Hult Ashridge Centre for Coaching, including its Code of Conduct for Coaches.

5.2 Coaching is a collaborative relationship in which the client or coachee retains responsibility for their choices, decisions and actions. The role of the coach is to create the conditions for reflection, exploration and learning and to support the coachee in developing greater clarity, awareness and capacity for action.

5.3 We work within the limits of our professional competence and will make this transparent where an issue falls outside the appropriate scope of coaching. Where appropriate, we may recommend that a client or coachee seek support from another suitably qualified professional.

5.4 Individual coaching relationships require a particular degree of trust and confidentiality. Information concerning a coachee that is obtained directly or indirectly in connection with the coaching relationship will be treated as confidential, subject to the exceptions set out below.

5.5 Where an organization commissions coaching for one of its employees or representatives, the organization, the coachee and thirdplace will establish appropriate clarity at the beginning of the engagement regarding the purpose, objectives, structure and respective roles within the coaching relationship.

5.6 The sponsoring organization may receive information about agreed objectives, participation, overall progress or other matters expressly agreed between the parties. The content of individual coaching conversations will not be disclosed to the sponsoring organization without the coachee's prior agreement.

5.7 Confidential information may be disclosed without the coachee's consent where disclosure is required by law or where there are compelling circumstances involving a serious risk of harm that justify or require appropriate action.

5.8 As part of maintaining professional standards, coaching work may be reflected upon in professional supervision. Where this occurs, appropriate steps will be taken to protect the identity and confidentiality of the client and coachee.

5.9 We are committed to ongoing professional development, reflection and supervision as part of maintaining the quality and integrity of our coaching practice.

5.10 The specific objectives, number and duration of sessions, fees and other arrangements for an individual coaching engagement will be agreed before or at the beginning of the engagement and may be supplemented by an individual coaching agreement where appropriate.

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## **6. TEAM AND GROUP INTERVENTIONS**

6.1 Team coaching, workshops, leadership development and other group interventions depend upon active participation and an environment in which participants can engage openly.

6.2 We will treat personal information shared with us during such interventions with appropriate confidentiality. However, because participants interact with one another directly, thirdplace cannot guarantee that information voluntarily shared between participants will remain confidential.

6.3 Where confidentiality within a group is particularly important, we may establish specific working agreements with participants at the beginning of the intervention.

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## **7. ASSESSMENTS AND THIRD-PARTY TOOLS**

7.1 Where agreed, our services may include psychometric instruments, assessments, surveys or other tools provided by third parties.

7.2 Such tools may be subject to the respective provider's terms, privacy provisions, licensing conditions and intellectual property rights.

7.3 Assessment results are intended for the developmental or organizational purpose agreed for the engagement. They should not be interpreted as clinical diagnoses or as the sole basis for employment or other consequential decisions unless the relevant instrument is expressly designed and validated for that purpose.

7.4 Any additional fees charged by third-party assessment or technology providers will be identified in the Engagement Agreement or otherwise agreed with the client.

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## **8. FEES AND PAYMENT**

8.1 Fees and, where applicable, invoicing arrangements and payment terms are set out in the relevant Engagement Agreement. Unless expressly stated otherwise, all fees are quoted exclusive of applicable VAT and other taxes.

8.2 Where the client's standard purchasing or payment terms apply to an engagement and have been accepted by thirdplace, the agreed client payment terms shall apply.

8.3 Where no specific payment terms have been agreed, invoices are payable within 30 days of the invoice date without deduction.

8.4 Where an engagement extends over a longer period, we may invoice in stages or according to milestones as specified in the Engagement Agreement.

8.5 Third-party costs and expenses that have been agreed with the client may be invoiced separately.

8.6 In the event of late payment, the statutory rights of thirdplace under applicable law remain unaffected.

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## **9. TRAVEL AND EXPENSES**

9.1 Unless otherwise specified in the Engagement Agreement, reasonable travel and incidental expenses associated with the delivery of the agreed services are included in the professional fee.

9.2 Where an engagement requires travel or other expenses that are materially beyond what could reasonably have been anticipated when the engagement was agreed, such additional costs will be discussed and agreed with the client in advance.

9.3 Exceptional third-party costs, including significant international travel, accommodation, venue costs or other expenses specifically required for an engagement, may be charged separately where this has been agreed with the client in advance.

9.4 Any specific travel and expense arrangements set out in the Engagement Agreement or agreed under the client's applicable travel and expense policies shall take precedence over this Section.

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## **10. RESCHEDULING AND CANCELLATION**

10.1 We understand that business circumstances and priorities can change and will make reasonable efforts to accommodate requests to reschedule agreed services.

### **Workshops, Team Interventions and Other Events**

10.2 Workshops, team interventions, facilitated events and other services involving reserved delivery dates may generally be rescheduled without charge, provided that a suitable alternative date can reasonably be agreed.

10.3 Where the client cancels an agreed service rather than rescheduling it, no cancellation fee will normally be charged if reasonable notice is provided.

Where a service is cancelled with less than 48 hours' notice, thirdplace reserves the right to charge up to 100% of the professional fee attributable to the cancelled delivery date(s), taking into account the circumstances of the cancellation and whether the reserved time can reasonably be used for other professional work.

10.4 Irrespective of when a service is cancelled or rescheduled, the client will reimburse thirdplace for reasonable costs and third-party commitments already incurred in connection with the engagement that cannot reasonably be cancelled, recovered or otherwise avoided. These may include, for example, travel and accommodation costs, venue charges, assessment or licensing fees, materials and fees or cancellation charges payable to associates or other third-party providers.

Where reasonably possible, thirdplace will seek to minimize or recover such costs before charging them to the client.

### **Individual Coaching Sessions**

10.5 Individual coaching sessions may be rescheduled without charge, including at short notice, subject to reasonable availability.

Where a coaching session is cancelled on the same day and is not rescheduled, thirdplace reserves the right to charge the agreed fee for that session.

10.6 No fee will normally be charged for a same-day cancellation where exceptional circumstances make attendance or reasonable notice impracticable.

### **Cancellation by thirdplace**

10.7 If thirdplace is required to cancel or reschedule an agreed service, we will inform the client as soon as reasonably possible and seek to agree a suitable alternative date.

No professional fee will be charged for services that thirdplace cancels and is unable subsequently to provide. Where appropriate, thirdplace will also take reasonable steps to minimize any resulting inconvenience or avoidable costs to the client.

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## **11. INTELLECTUAL PROPERTY**

11.1 All pre-existing methodologies, frameworks, concepts, exercises, designs, tools, templates, presentations, training materials and other intellectual property owned or developed by thirdplace remain our intellectual property.

11.2 Unless otherwise agreed, payment of the agreed fees gives the client a non-exclusive, non-transferable right to use materials supplied specifically for the engagement for the client's internal purposes.

11.3 The client may not reproduce, publish, commercially exploit, sell, license, distribute externally or make our proprietary materials available to third parties without our prior written consent.

11.4 The client retains ownership of materials and information supplied to us by the client.

11.5 Third-party materials remain subject to the intellectual property rights and licensing conditions of their respective owners.

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## **12. CONFIDENTIALITY**

12.1 Each party will treat as confidential any non-public business, commercial, organizational or personal information received from the other party in connection with an engagement.

12.2 Confidential information will be used only for the purposes of performing or receiving the agreed services and will not be disclosed to third parties except:

- where necessary for the performance of the engagement and subject to appropriate confidentiality obligations;
- with the other party's consent; or
- where disclosure is required by law or a competent authority.

12.3 The confidentiality obligation does not apply to information that is already lawfully public, was lawfully known to the receiving party before disclosure, or is lawfully obtained from another source without an obligation of confidentiality.

12.4 The specific confidentiality provisions applicable to coaching under Section 5 remain unaffected.

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## **13. DATA PROTECTION**

13.1 Each party will comply with applicable data protection law, including the General Data Protection Regulation (GDPR), insofar as it applies to the respective processing of personal data.

13.2 Further information about how thirdplace processes personal data is available in our **Privacy Policy**.

13.3 Where the nature of a particular engagement requires a data processing agreement or other specific data protection arrangement, the parties will enter into such an agreement where legally required.

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## **14. ASSOCIATES AND SUBCONTRACTORS**

14.1 Where appropriate, thirdplace may involve suitably qualified associates, facilitators, coaches or other service providers in delivering an engagement.

14.2 We remain responsible for services provided by subcontractors engaged by us within the scope of our contractual obligations.

14.3 Where an engagement requires the involvement of a particular individual, this will be specified in the Engagement Agreement where appropriate.

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## **15. LIABILITY**

15.1 thirdplace shall be liable without limitation for damage caused intentionally or through gross negligence, for injury to life, body or health, and in all other cases where liability cannot legally be excluded or limited.

15.2 In cases of ordinary negligence, thirdplace shall only be liable for the breach of a material contractual obligation. In such cases, liability shall be limited to damage that was foreseeable and typical for the nature of the engagement at the time the contract was entered into.

15.3 These limitations shall also apply, insofar as legally permissible, to persons engaged by thirdplace in the delivery of the agreed services.

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## **16. TERMINATION**

16.1 Either party may terminate an ongoing engagement where the other party materially breaches its contractual obligations and, where the breach is capable of remedy, fails to remedy it within a reasonable period after being requested to do so.

16.2 The right to terminate for good cause remains unaffected.

16.3 Upon termination, the client remains liable for services already provided and costs properly incurred or irrevocably committed up to the effective date of termination.

16.4 Provisions which by their nature are intended to survive termination, including confidentiality, intellectual property, payment obligations and liability provisions, will continue to apply.

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## **17. REFERENCES AND CLIENT NAMES**

17.1 We will not disclose confidential information about an engagement without the client's permission.

17.2 We will not use the client's name, logo or trademarks for promotional purposes or identify the client publicly as a client without prior permission, unless the relationship is already publicly known and such use has otherwise been agreed.

17.3 Case studies, testimonials or descriptions that could reasonably identify the client will be used only with appropriate permission.

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## **18. GOVERNING LAW AND JURISDICTION**

These Terms and our contractual relationship with the client are governed by the laws of the Federal Republic of Germany.

Where legally permissible, the place of jurisdiction shall be the place of business of thirdplace. Mandatory statutory provisions remain unaffected.

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## **19. FINAL PROVISIONS**

19.1 Amendments and additions to an Engagement Agreement should be documented in writing, including by email, unless a stricter form is required by law.

19.2 If any provision of these Terms is or becomes invalid or unenforceable, the validity of the remaining provisions will not be affected. The applicable statutory provisions shall apply in place of the invalid or unenforceable provision.

19.3 These Terms are written in English for use in our international business. Where a translation is provided, the English version shall prevail in the event of inconsistencies, subject to mandatory applicable law.

thirdplace

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