Asha Badal - Vasconcellos
Certified Transformational Life Coach
Certified EFT Therapist
PSYCH-K® Facilitator
WIEBGE Certified (narcissism)
Certified in Systemic Work
Certified Trainer
Certified Breathwork Coach

Terms & Conditions

– Definitions –

Asha
Being certified in Transformational Life Coaching, EFT, PSYCH-K®, WIEBGE (narcissism), Systemic Work, Training and Breathwork, Asha Badal-Vasconcellos is owner of Practice 'Being who you are' (Be who you are).

Practice 'Being who you are'
A practice for Personal Development and EFT counseling, where people are guided to be completely themselves, free of trauma and other emotional blockades.

Entrepreneur / Employer
Natural person who offers one or more employees the opportunity to participate in one or more sessions, workshops and / or training given by Asha.

Coachee
Natural person who follows one or more sessions, workshops and / or training given by Asha, either privately or via employer.

EFT
EFT stands for Emotional Freedom Techniques and is - in short - a collection of 'evidence based' intervention techniques, which takes emotional charge of traumatic events.
EFT is applicable to both adults and children. EFT is for everyone who is able to feel.

PSYCH-K®
PSYCH-K® uses the brain dominance theory to easily convert sabotaging convictions into supportive beliefs. This applies to all areas of life, such as financial prosperity, self-esteem, health, relationships and career.

MMS
The MMS Worldwide Institute, Coach Training BV is certified by NOBCO, the Dutch Association of Professional Coaches and the European Mentoring & Coaching Council (EMCC), with a European Quality Award (EQA).

WIEBGE
The WIEBGE acronym stands for "Will I Ever Be Good Enough?", and signifies certification in Dr. Karyl McBride's five-step recovery model for treating adult children of narcissistic parents.

SYSTEMIC WORK
Contains family and organization constellations.

Website
By website is meant: All pages, images, video clips and other media that are hosted from the internet domain "zijnwiejebent.nl", as well as all subdomains belonging to this domain. No rights can be derived from the content of the website.

© Practice 'Being Who You Are'

– Statement –

Asha

- ✓ I understand that in addition to her life experience, Asha also attended relevant training courses to assist me in solving emotional blockages (traumas). And that she has a professional network, so she can refer me - if necessary.
- ✓ I understand that Asha offers services in the form of sessions and programs in the field of coaching, training and therapy, to which these general terms and conditions apply.

Entrepreneur / Employer

- ✓ I understand that if I - as an entrepreneur / employer – offer one (or more) of my employees the posibility to attend one or more sessions with Asha, I then act as a natural person who only takes care of the payment of the invoice(s) and has no access to the personal content of the sessions.
- ✓ I understand that the general terms and conditions of Practice 'Being who you are' will not expire when entering into an agreement.
- ✓ I understand that as an entrepreneur / employer, I receive a non-content progress report from Asha regarding my employee.
- ✓ I understand that we set an hourly rate in advance, which is settled per quarter of an hour, when the session is extended.

Coachee

In general

- ✓ I understand that in case of physical complaints, I must first get advice from my family doctor to exclude (acute) medical intervention before starting a session or a course at Practice 'Being who you are'.
- ✓ I understand that some medications can have a delaying effect on EFT.
- ✓ I understand that I can receive one or more supporting assignments during or after a session / training.
- ✓ I understand that Asha, in consultation with me, uses various (intervention) techniques during the session(s) to meet my request for help or reaching a goal.
- ✓ I understand that all products made by Asha (exercises, books, teaching material, videos, etc.) have been given to me for personal use, and that it is prohibited for me to make them available to third parties.

Responsibility

- ✓ I understand that it is my own responsibility for what I share during the session(s).
- ✓ I understand that I myself am fully responsible for all the steps I take in connection with the session(s) and that I can not hold Practice 'Being who you are' or Asha responsible for my own decisions.
- ✓ I understand that I can get the most out of the session(s) if I fully participate.
- ✓ I understand that I myself am responsible for arranging a financial agreement with my employer, if applicable.
- ✓ I understand that if I participate in a single session or trajectory in the field of coaching, training or therapy, I myself am responsible for the timely payment of the invoice(s).

Procedure

- ✓ I understand that Asha uses an hourly rate, which is settled per quarter of an hour. This rate is stated on the website.
- ✓ I understand that a session will be billed for at least 1 hour, even if the session is shorter in time.
- ✓ I understand that by signing the intake form I give permission to store the information that I have entered.
- ✓ I understand that two days before an appointment, I will receive an SMS reminder, if I've entered my mobile number. I understand that no rights can be derived from this service.
- ✓ I understand that Asha makes an audio recording of our conversation, so that details can be listened to again.
- ✓ I understand that Asha sets an alarm on her telephone for the agreed duration of a session and that I have the opportunity to extend it - if I want - by fifteen minutes.

Dispute

- ✓ I understand that in case of dissatisfaction I can have an open and honest conversation with Asha in order to get to solution that serves both parties.

Confidentiality and AVG Act

- ✓ I understand that everything I discuss with Asha will remain between us, unless I give permission for it explicitly. Even if my employer pays for the invoices, the content of the session(s) remain secret and Asha will only issue a progress note.
- ✓ I understand that the audio recordings, digital notes, photos of black and whiteboard notes and any other computer files that Asha makes during the session(s) are kept confidential, and that they will be stored encrypted for up to 7 years. AES-256 encryption offline is stored in a safe. After 7 years at the latest, these computer files will be destroyed without reservation.
- ✓ I also understand that all physical documents that directly relate to sessions (intake forms, agreements, notes, etc.) will be stored in a safe for up to 7 years. After no more than 7 years, all physical documents will be destroyed without reservation.
- ✓ I understand that I can request on all the information that I have given Asha.
- ✓ I understand that I have the right to ask Asha to have all my data removed and that Asha will have all physical and digital data related to me destroyed without reservation.
- ✓ I understand that Asha places my contact details (name, address, place of residence, e-mail address and telephone number) in a customer registration system that is only accessible via a password. This system runs on a local server, which is secured by, among other things, a firewall. This data is deleted after a maximum of 7 years from the database of this system and from a possible backup.
- ✓ I understand that Asha has processing contracts with third parties who have access to certain personal data from me to be able to do their work. These third parties are the accountant, the invoice processor and the SMS service. The accountant and the invoice processor need my first and last name and e-mail address, while the SMS service only receives my first name and telephone number to send me a text message.

Cancellation policy

- ✓ I understand that if I cancel a session 48 hours or less before an appointment, I still have to pay 50% of the hourly rate of one session, regardless of the reason.
- ✓ I understand that if I cancel a session 24 hours or less before an appointment, I still have to pay 100% of the hourly rate of one session, regardless of the reason.

– Products and services -

Temporary discounts

- ✓ I understand that - for temporary discounts when a product is offered for a lower price - I must have reacted no later than ón the specific date stated on the website, in order to be able to make use of the discount.
- ✓ I understand that I can use the product after the date stated on the website, provided that the planning and payment of the product has taken place at the latest ón the date stated on the website.

Force Majeure

- ✓ I understand that any damage suffered by

    - Asha's absence due to illness,
    - breakdown of equipment due to technical malfunctions or human error in the building of Practice 'Being who you are' or at utilities (telephone, internet, electricity) or due to thunderstorms and other severe weather conditions,
    - not being able to use the practice space due to extraordinary situations such as flooding, faulty heating, heavy noise nuisance by third parties and other serious disruptive situations,

  can not be recovered from Practice 'Being who you are', because it then is a case of force majeure.

– Disclaimer –

EFT (and all other techniques used) is not intended as a substitute for acute medical intervention. Practice 'Being who you are' advises the client – in case of (suspected) serious physical complaints – to first consult a doctor to exclude strictly medical complaints. EFT is an intervention technique, a 'tool'. It is not the only means and does not exclude other means, techniques or forms of therapy.

If a customer wants to stop medication, therapy or intervention from another discipline, then it's a decision made within the customer's relationship with the relevant practitioner of this other discipline, not with Practice 'Being who you are'.

Practice 'Being who you are' is not responsible for the interventions and medication of other therapists or forms of therapy, nor does it adopt them.

In addition, Practice 'Being who you are' does not intend to intervene in other treatments, interventions or medication and makes no statements about other disciplines.

Practice 'Being who you are' works to promote Coachee's independence and self-sufficiency, but does not recommend that some parts of EFT - such as the Neurological Integration Sequence (Gamut procedure) - be conducted without supervision. In some cases, this procedure can evoke strong emotions, whereby Coachee can endanger his/her own safety.

In some cases EFT does not have an effect directly. The cause usually lies in the inability to feel, due to, for example, the use of certain medication. The condition to benefit from EFT is therefore for the Coachee to have the ability to feel.

– Specific conditions -

For each service, the specific conditions apply in addition to the general conditions. They can be downloaded from the website via the specific service page, just above the registration or information form.