



Terms & Conditions of Sale

These general terms and conditions ("**General Terms**") govern:

- the offer and sale of online training courses (including customisable options) and e-learning, hereinafter jointly referred to as the "**Course(s)**";
- the offer of free online training sessions and e-learning "**Free Event(s)**",

through this https website <https://www.coachingoutsidethebox.net/> ("**Site**") by Lean Solutions Ltd, with registered office at Suite 16, Watergardens 5, Gibraltar, Company number 114836, trading as Coaching Outside the Box ("**COTB**").

Purchases made through this Site constitute a distance contract for the sale of Course(s) concluded between COTB and you. The applicable General Terms are those in force on the date the purchase order is sent.

Should any provision contained in these General Terms be invalid, void, or otherwise inapplicable, it shall not affect the validity and/or effectiveness of the other contractual provisions.

Before making a purchase, you are required to carefully read all the information COTB provides through the Site, both before and during the purchase process, as well as to examine these General Terms, which COTB makes available in the "General Terms" section of the Site.

The General Terms may be modified at any time to maintain their compliance with legal and regulatory provisions that may intervene, or to offer different or better Course(s).

Any amendments and/or new conditions will be in force from the moment they are published on the Site in the "General Terms and Conditions of Sale" section, with an indication of the date of their update. You are therefore invited to regularly access the Site and consult the most up-to-date version of the General Terms before making any purchase.

Conclusion of the Purchase Contract for Courses

For information about the Course(s) and the conclusion of the relevant purchase contracts, you can contact us by emailing admin@coachingoutsidethebox.net.

The contract is concluded once you receive the order confirmation by COTB to the email address indicated during the purchase phase on the Site. Following the conclusion of the contract, we will send you the credentials and operating instructions to access any video Course(s). The order will be stored in our database for the time necessary to execute it and, in any case, within the terms of the applicable law.

The purchase of the Course(s) by individuals is only permitted to individuals who are at least eighteen years old.

In relation to each purchase via the Site, the relevant commercial invoice will be issued and subsequently sent to you via email, based on the data communicated by you during the purchase order.

Access to Free Events

For information about the Free Event(s) and the conclusion of the relevant free-of-charge contracts, you can contact us by emailing admin@coachingoutsidethebox.net.

The contract is concluded once you receive the order confirmation by COTB to the email address indicated during the registration phase on the Site. Following the conclusion of the contract, we will send you the operating instructions to join the event. The order will be stored in our database for the time necessary to execute it and, in any case, within the terms of the applicable law.

The registration of the Free Event(s) by individuals is only permitted to individuals who are at least eighteen years old.

Enrolment / participation agreement

To join our Course(s) and Free Event(s), you will need a computer with internet access, a webcam, and a microphone. Please ensure that your equipment meets these requirements before enrolling.

Success in our program requires complete commitment from all participants. By enrolling in any of the Course(s) and Free Event(s), you agree to be fully present in class and to participate to the best of your ability. This includes arriving on time, adhering to the following paragraph "Code of conduct", and actively engaging in course activities.

Attendance

To ensure you meet the minimum required training hours for certification, it is essential that you attend all Course(s) sessions provided by the program, both live and via e-learning.

If you are unable to attend a live session, please inform your instructor(s) through your class channel on Slack. You will be expected to complete the session homework, watch the recording, and email admin@coachingoutsidethebox.net with a summary of your learnings so that we can update your attendance for that session.

If you miss more than 20% of the live sessions, we will invite you to join one of the following courses to deepen your learning at no additional cost. If you are participating in group mentor coaching and miss any session, you will need to arrange and pay for individual mentor coaching sessions to complete the required 10 hours of mentor coaching according to the ICF requirements.

Petitions regarding this policy will be considered on a case-by-case basis and must be submitted in writing by emailing admin@coachingoutsidethebox.net.

Course and Free Event engagement - Modification of the Course(s) and of the Free Event(s)

Our Course(s) and Free Event(s) are designed to be interactive and engaging for all participants.

Therefore, you are expected to participate in course activities, which include engaging in conversations with instructor(s) and peers, and actively taking part in coaching practice and experiential learning exercises. If you are occasionally unable to participate in any activity,

please inform your instructor(s). For further details, please refer to the following paragraph: "Code of Conduct."

Live sessions may be recorded - for personal use of the participants and for educational purposes - and may capture audio, video and chat contributions of participants. By enrolling in and attending any session, each participant acknowledges that they have been informed of the recording and expressly agree to being recorded, as well as to our use of the recordings for educational purposes, including making them available to instructors and to the cohort of enrolled participants for on-demand viewing. Recordings are our property and are made available solely for educational purposes of enrolled participants; they must not be copied, shared or used for any other purpose without our prior written consent. Personal data in recordings will be processed in accordance with our [Privacy Policy](#) and applicable data protection laws

We reserve the right to modify the content, schedule, or delivery method of the Course(s) and Free Event(s) at any time. Any significant changes will be communicated to you via email.

Code of conduct

Participants to Course(s) and Free Event(s) are expected to conduct themselves in a professional manner during all sessions. This includes, but is not limited to:

- Arriving on time to all sessions
- Completing learning assignments
- Attending all live sessions
- Having your camera on for virtual live sessions
- Participating fully in all sessions - this includes being prepared for the session, engaging in all activities, taking responsibility for your learning, and contributing to the learning of others
- Engaging in discussions with integrity and honesty
- Being respectful of your fellow participants and instructor(s), including silencing your cell phone, not texting, and other disruptive behaviours
- Honouring strict confidentiality regarding the topics that your classmates bring for coaching.

Communication

Since you have expressed interest in our products and services by purchasing Course(s) and/or Free Event(s), we will keep you updated on upcoming learning opportunities with us. You will receive our newsletter and other informative communications via email and you can unsubscribe at any time.

Complaint/Grievance policy

If you are dissatisfied with Course(s) service that COTB has provided or feel we have treated you unfairly with a decision taken, you may wish to make a complaint. More specifically you can raise a complaint:

- If you feel we have provided poor service or treated you unfairly in relation to one of our products or services, or that product or service has failed to meet your expectations;
- If you wish to raise a concern or complaint about a member of our team;
- If you wish to raise a concern around data privacy or protection in relation to information we hold about you (see Privacy or Data Protection);
- If you disagree with a decision taken around a program we are responsible for delivering;

Complaints can be submitted to us in writing or, depending on the nature of your grievance, verbally. We ask that you clearly outline the reasons for your dissatisfaction or concern, along with details of the individual you dealt with. Please provide copies of any relevant background information and suggest any actions you believe we could take to resolve the issue.

Complaints should be made within 15 working days of the incident that prompted your concern. We may, at our discretion, consider complaints raised after this period if there is a valid reason for the delay.

When making a complaint, we will request your name and contact details. This information will only be used for the purpose of addressing your complaint and will not be disclosed to anyone else without your consent. We will acknowledge your complaint within three working days and provide you with the contact details of the staff member investigating the matter. We aim to respond as quickly as possible, typically within 20 working days. If we require more time to consider your complaint, we will explain the reasons for the delay and inform you when you can expect a response.

If, at any stage, you are unclear about how to make a complaint or feel you need further advice, please email admin@coachingoutsidethebox.net with your question.

Payment/Fees policy

Course(s) prices are in Euros. Furthermore, they refer only to non-customised Course(s); the price of customised Course(s) will be agreed (in amount) between the parties and will obviously be expressed in Euros.

COTB reserves the right to change the price of the Course(s) at any time, it being understood that the price that will be charged to the user will be the one indicated in the order confirmation.

COTB accepts PayPal, credit/debit cards, and bank transfers as payment options. Prices are non-negotiable. While occasional discounts may be offered, no discount is guaranteed.

You can pay in full for any training option to secure the best price. For training options priced over €1000, you can request a payment plan to be agreed in written; in this case the full price of the training will be charged and any early bid price will not be applicable. Please note that we will not issue your certificate of completion if any of your invoices remains unpaid.

Right of Withdrawal

You have the right to withdraw from the contract for the purchase of the Course(s) without having to give any reasons and without incurring any costs within a period of fourteen calendar days ("Withdrawal Period") calculated from the day on which the purchase contract was concluded.

In order to exercise the right of withdrawal, you must inform COTB before the expiry of the Withdrawal Period of your intention to do so by means of a written communication in which you explicitly declare your decision to withdraw from the contract to be sent to admin@coachingoutsidethebox.net, indicating the name of the Course(s).

COTB, after verifying that the Course(s) for which the withdrawal has been exercised has not been used ("Returned Course"), will proceed to refund the amount paid by you within and no later than 14 calendar days from the day on which it was informed of your decision to withdraw from the contract, by bank transfer; COTB will then proceed to remove access to any related video Course(s) from your Account on the Site.

Exceptions to the Right of Withdrawal

The Right of Withdrawal mentioned above is excluded if COTB ascertains that: in connection with the Course(s) you have exercised the Right of Withdrawal and you have, nevertheless, made use of any live and/or on-line and/or e-learning content of the Course. Enjoyment occurs when the user has entered the Reserved Area and clicked on the Course icon. By clicking on that icon, the user expressly requests that the execution of the purchase contract commence immediately before the expiry of the Withdrawal Period and declares that he is aware and accepts that he will lose this right once he has clicked on the Course icon and has started to use the contents of the same and has viewed the same for a period of time even equal to 30 seconds.

In this case, COTB will reject the withdrawal request by means of a communication sent to the user's email address.

Refund and Cancellation Policy

Subject to the above, while it is never our intention to cancel or reschedule our sessions, unforeseen circumstances can arise from time to time.

You may cancel your registration up to one full week before the start date of the cohort at no additional cost. Unfortunately, no refunds will be issued in other cases.

We may reschedule a Course if we do not have at least four registered participants, as we believe this is the minimum number needed to ensure meaningful practice, sufficient contributions to discussions, and a positive learning experience for all participants. If we decide to reschedule a Course, you will be notified by email one week before the advertised start date. If a Course is rescheduled, you will have two options: 1) receive a full refund to your original method of payment, or 2) transfer your registration to one of the following cohorts. There will be no additional cost for either option.

Absence and illness policy

If you return after a prolonged absence, we offer the option to transfer your registration to a different Course with the same content at no additional cost. If you have already completed 80% of the live training hours for the Course(s), you will be allowed to complete the session materials, watch the session recordings, and email admin@coachingoutsidethebox.net with a summary of your learnings to compensate for the missed sessions. If you miss more than

20% of the sessions, we reserve the right to remove you from the current Course and request that you join one of the following Courses having the same content at no additional cost.

Partial Completion policy

COTB will award credit for partial completion of a Course. The number of hours granted will depend on the curriculum hours completed. If you are interested in receiving partial credit for a Course you have completed, please email admin@coachingoutsidethebox.net within 90 days after the Course has ended. Include details about the Course, the number of credit hours you are requesting, and any additional relevant information. If approved, you will receive a certificate of partial completion indicating the number of training hours completed.

Intellectual Property

All educational materials provided in the Course(s) and in the Free Event(s) included the registration of the Course(s) and Free Event(s) sessions, shared files, emails, training exercises, are copyrighted and are the exclusive intellectual property of COTB. These materials are intended solely for personal use by the participants. Any other use, including but not limited to reproduction, distribution, or commercial exploitation, is strictly prohibited without prior written consent from COTB.

By enrolling in the Course(s) and/or in the Free Event(s), participants acknowledge and agree to these terms and conditions. Unauthorised use of the educational materials will result in legal action to protect the intellectual property rights of COTB.

Confidentiality - Disclaimer of Liability

You as a participant of the Course(s) and/or of the Free Event(s) agree to maintain the confidentiality of any information shared by other participants during the Course(s) and/or the Free Event(s). This includes, but is not limited to, personal experiences, business strategies, proprietary information, and any other sensitive and / or personal data disclosed. You shall not disclose, reproduce, or distribute any such information to third parties without the explicit consent of the individual who provided the information. This obligation of confidentiality shall continue even after the conclusion of the Course(s) and/or of the Free Event(s).

By participating in the Course(s) and/or in the Free Event(s), you acknowledge and agree to abide by this confidentiality clause.

COTB shall not be held liable for any content shared by participants during interactive Courses and/or Free Event(s). All participants are solely responsible for the information, opinions, and statements they provide. COTB does not endorse, verify, or guarantee the accuracy of any content shared by participants. By participating in the Course(s) and/or in the Free Event(s), you agree to hold COTB harmless from any claims, actions, or liabilities arising from the content you share.

Limitation of Liability

COTB shall not be liable for any technical issues or interruptions that may affect your ability to access the Course(s) and/or To the Free Event(s). COTB liability is limited to the amount paid for the Course(s).

Force Majeure

In the event of circumstances beyond our control, such as natural disasters, strikes, or other unforeseen events, we reserve the right to cancel or reschedule the Course(s) and/or Free Event(s). You will be notified as soon as possible and given the option to receive a full refund or transfer to another cohort.

Privacy Policy

We are committed to protecting your privacy in accordance with the Data Protection Legislation. Any personal information you provide to us will be used solely for the purpose of delivering the Course(s) and/or Free Event(s) and related services. For more details, please refer to the [Privacy Policy](#) available on the Site.

Applicable Law; Alternative Dispute Resolution/Online Dispute Resolution

The purchase contract concluded on the Website is governed by the law of the state of Gibraltar.

Contact

You may request information, send communications, request assistance or make complaints by emailing admin@coachingoutsidethebox.net.

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