

GENERAL TERMS AND CONDITIONS

for the provision of consulting, coaching, mentoring, development and HR services

Effective from: 1 January 2026

1. Introductory Provisions

1.1. These General Terms and Conditions (the “Terms and Conditions”) govern the rights and obligations between the service provider and the client in connection with the provision of services offered through the website www.kirkby.cz or on the basis of an individual agreement.

1.2. The service provider is:

Edita Kirkby
Company ID No.: 72405724
Registered office: Bystrc 2111, 635 00 Brno, Czech Republic
Email: edita@kirkby.cz
Tel.: +420 774 534 417

(hereinafter referred to as the “Provider”).

The above identification and contact details are consistent with the information provided in the current Privacy Policy.

1.3. A Client means any natural person or legal entity who orders a service from the Provider or enters into an individual agreement with the Provider for the provision of a service (hereinafter referred to as the “Client”).

1.4. Where the Client is a natural person entering into a contract outside the scope of their business activities or independent professional activities, they shall be considered a consumer for the purposes of these Terms and Conditions.

2. Services Offered

2.1. The Provider offers, in particular:

- individual development support combining coaching, mentoring and consulting;
- career coaching and consulting;
- outplacement and career transition support;
- corporate coaching and mentoring;
- corporate workshops and development programmes;
- interim and project-based HR support;
- HR consulting;
- HR audits and HR process reviews;
- HR process design and implementation;
- change management and other HR projects and consulting services.

2.2. The specific services offered, their scope, duration, format and prices are stated on the Provider's website or agreed individually with the Client.

2.3. The Provider is entitled to amend the range of services offered from time to time. Such changes shall not affect the terms of contracts already concluded.

3. Nature of the Services Provided

3.1. Depending on the nature of the topic and the Client's needs, individual development support may combine coaching, mentoring and professional consulting.

3.2. The individual services are primarily focused on professional and personal development, leadership, career, HR, workplace situations and related professional topics.

3.3. The services provided do not constitute healthcare services and do not replace psychotherapy, psychiatric or medical care, or legal, tax or financial advice.

3.4. The Provider provides professional support and recommendations but does not guarantee a specific outcome. The Client is responsible for any decisions and actions taken based on the cooperation.

4. Introductory Call

4.1. The Client may book an introductory call through the booking system available on the Provider's website.

4.2. The introductory call is intended primarily to establish an initial understanding, clarify the Client's expectations and needs, and assess whether the proposed form of support is suitable for the Client.

4.3. The introductory call does not in itself constitute a commitment to enter into further cooperation.

5. Ordering Services and Conclusion of the Contract

5.1. Services may be ordered via the website contact form, booking system, by email, by telephone, or on the basis of an individual agreement.

5.2. For services ordered through the website, the contractual relationship is established upon confirmation of the order by the Provider, unless otherwise stated for a particular service.

5.3. For individually agreed corporate services, the contractual relationship is established upon confirmation of the offer or order, or upon conclusion of a separate agreement or purchase order between the Provider and the Client.

5.4. For corporate services, specific terms, scope, dates and pricing may be agreed in an individual offer, purchase order or contract. In the event of any conflict, the individual agreement shall take precedence over these Terms and Conditions.

6. Prices and Payment Terms

- 6.1. Current prices for individual services are stated on the Provider's website.
- 6.2. The Provider is not VAT registered. All prices shown are final and no VAT is added.
- 6.3. For services for which no fixed price is stated on the website, the price shall be agreed individually based on the scope, duration and nature of the engagement.
- 6.4. The price is payable on the basis of an invoice issued by the Provider or by another method agreed in advance.
- 6.5. For corporate services, the Provider may require an advance payment or full payment before the commencement of the service.

7. Individual Services and Packages

- 7.1. Individual development support is provided for the duration and within the scope stated for the specific service.
- 7.2. Packages of individual consultations may be used at times agreed between the Provider and the Client.
- 7.3. The Client must commence the use of a purchased package no later than **3 months from the date of purchase, i.e. from payment of the order**. If the first consultation does not take place within this period, the Client's entitlement to use the entire package shall expire without compensation. Once the package has been commenced, it remains valid for **12 months from the date of the first consultation**.

8. Booking, Rescheduling and Cancellation

- 8.1. An individual consultation is considered firmly booked once the appointment has been confirmed.
- 8.2. The Client may reschedule or cancel a booked appointment without a cancellation fee no later than 24 hours before its scheduled start.
- 8.3. In the event of a later cancellation or failure to attend without prior notice, the full price of the consultation may be charged. In the case of a purchased package, the relevant consultation may instead be considered used.
- 8.4. In exceptional and justified circumstances, the Provider may waive the cancellation fee or offer an alternative appointment.
- 8.5. If an appointment is cancelled by the Provider, the Client will be offered an alternative appointment or, where applicable, the payment for the service not provided will be refunded.

9. Workshops and Corporate Services

9.1. Corporate workshops are generally delivered in person at the Client's location or at another venue agreed in advance.

9.2. The specific venue, date, duration, number of participants, content and price of the workshop shall be agreed before its delivery.

9.3. Workshop series and other longer-term programmes are governed by an individual offer or agreement.

9.4. Cancellation or rescheduling terms for corporate events may be agreed individually, taking into account the scope of preparation, reservation of the date and any external costs incurred.

10. Format of Individual Services

10.1. Individual services are provided primarily online.

10.2. In-person sessions are available at the Client's location or at another venue agreed in advance.

10.3. Corporate coaching and mentoring are primarily delivered in person at the Client's location; online sessions are available as needed.

11. Confidentiality

11.1. The Provider shall maintain the confidentiality of information provided by the Client in the course of the engagement which is of a confidential or sensitive nature.

11.2. The Provider shall not disclose the content of individual consultations to third parties without the Client's consent, except where required by law or where necessary for the performance of the contract.

11.3. In the case of corporate coaching provided to the Client's employees, the confidentiality of the individual content of the engagement shall be maintained. Any reporting to the commissioning organisation shall be limited to the scope agreed in advance and shall not, without the participant's consent, contain confidential content from individual sessions.

12. Copyright and Materials

12.1. All materials, presentations, worksheets, methodologies, texts and other content created or provided by the Provider remain the property of the Provider unless expressly agreed otherwise.

12.2. The Client is not entitled to further distribute, provide to third parties, sell, modify or use the materials for their own commercial training or educational activities without the Provider's prior consent.

13. Complaints and Claims

13.1. The Client may submit a complaint or claim concerning the service provided in writing to **edita@kirkby.cz**.

13.2. The Provider shall address the complaint or claim without undue delay and inform the Client of the outcome.

13.3. This does not affect the Client's statutory consumer rights.

14. Consumer's Right of Withdrawal

14.1. Where a contract is concluded with a consumer by means of distance communication, the consumer has the right to withdraw from the contract within 14 days, unless otherwise provided by law.

14.2. If the consumer requests that the service be commenced before the expiry of this period, the Provider shall commence providing the service before the expiry of the withdrawal period only upon the consumer's explicit request and after providing the relevant information.

14.3. If the service has been fully provided before the expiry of the 14-day period on the basis of the consumer's explicit request and after the consumer has been duly informed, the consumer's right to withdraw from the contract may cease to exist to the extent provided by law.

15. Alternative Dispute Resolution

15.1. If a dispute arises between the Provider and a consumer in connection with a service contract and cannot be resolved by mutual agreement, the consumer may submit a proposal for alternative dispute resolution to:

Czech Trade Inspection Authority (Česká obchodní inspekce)

Central Inspectorate – ADR Department

Gorazdova 1969/24

120 00 Prague 2

Czech Republic

Email: **adr@coi.gov.cz**

Information on alternative dispute resolution is available from the Czech Trade Inspection Authority.

16. Personal Data Protection

16.1. Clients' personal data are processed in accordance with applicable legislation and the Privacy Policy published on the Provider's website at www.kirkby.cz.

16.2. The current Privacy Policy governs, in particular, the scope of personal data processed, the legal grounds for processing, data retention periods, recipients of personal data and the rights of data subjects.

16.3. The Privacy Policy constitutes a separate document and does not form part of these Terms and Conditions.

17. Final Provisions

17.1. These Terms and Conditions are governed by the laws of the Czech Republic.

17.2. If any provision of these Terms and Conditions is found to be invalid or ineffective, this shall not affect the validity of the remaining provisions.

17.3. The Provider is entitled to make reasonable amendments to these Terms and Conditions. The current version shall always be published on the Provider's website.

17.4. These Terms and Conditions shall take effect on 1 January 2026.