

Terms of Service



Last updated: 20th of July 2026

1. INTRODUCTION

1.1 These Terms of Service ("Terms") govern access to and use of the website located at www.motivationalguldhammer.com ("Website"), as well as all coaching, team coaching, workshops, assessments, leadership development programmes, resources, materials, and related services provided by Motivational Guldhammer LLC FZ ("Company", "Coach", "we", "us", or "our").

1.2 By accessing the Website, booking a consultation, purchasing a programme, participating in coaching services, attending a workshop, engaging in team coaching, or otherwise using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms.

1.3 If you do not agree with these Terms, you must not access the Website or use any services provided by the Company.

1.4 These Terms apply to individual clients, corporate clients, organisations, workshop participants, team coaching participants, and all Website users.

2. BUSINESS INFORMATION

2.1 The services governed by these Terms are provided by:

Motivational Guldhammer LLC FZ

Meydan Grandstand, 6th Floor
Meydan Road
Nad Al Sheba
Dubai
United Arab Emirates

Email: ads@motivationalguldhammer.com

Telephone: +971 56 214 2172

Website: www.motivationalguldhammer.com

3. ELIGIBILITY

3.1 Services are available only to individuals who are eighteen (18) years of age or older.

3.2 The Company does not provide coaching services to minors.

3.3 By engaging our services, you represent and warrant that:

- a) you are at least eighteen (18) years old;
- b) you have the legal capacity to enter into binding agreements;
- c) all information provided by you is accurate and complete.

4. SERVICES

4.1 The Company provides professional coaching and development services including but not limited to:

- a) Individual coaching programmes;
- b) Team coaching programmes;
- c) Leadership development programmes;
- d) Workshops and facilitated group sessions;
- e) Organisational development interventions;
- f) Developmental assessments;
- g) Educational resources, tools, trackers, frameworks, and supporting materials.

4.2 Services may be delivered:

- a) In person;
- b) Via Microsoft Teams;
- c) Via Zoom;
- d) Through other communication methods agreed between the parties.

4.3 The Company reserves the right to modify, suspend, or discontinue any service offering at any time.

5. NATURE OF COACHING SERVICES

5.1 Coaching is a collaborative and developmental process designed to support self-awareness, learning, personal growth, leadership development, behavioural change, and achievement of personal or professional goals.

5.2 Coaching is not therapy, counselling, psychotherapy, psychiatry, mental health treatment, legal advice, financial advice, medical advice, or any other regulated professional service.

5.3 The Company does not diagnose, treat, prevent, or cure any physical, psychological, emotional, psychiatric, or medical condition.

5.4 Clients are solely responsible for obtaining appropriate professional support where required.

5.5 If a participant is receiving psychological, psychiatric, or therapeutic treatment, the participant remains solely responsible for determining whether coaching is appropriate.

5.6 Discussions relating to wellbeing, stress, mindset, resilience, relationships, personal challenges, career development, or similar topics shall not be interpreted as therapy, counselling, or medical treatment.

6. NO GUARANTEE OF RESULTS

6.1 The Company makes no representations, warranties, or guarantees regarding specific outcomes, results, achievements, business success, career progression, financial gain, team performance improvements, behavioural change, or personal development outcomes.

6.2 Coaching outcomes depend upon numerous factors outside the Company's control, including but not limited to:

- a) Participant engagement;
- b) Willingness to implement actions;
- c) Organisational support;
- d) External circumstances;
- e) Personal commitment.

6.3 Each client remains fully responsible for their own decisions, actions, results, and implementation of any insights gained through coaching.

7. CONSULTATION AND ENROLMENT

7.1 Participation in programmes generally requires an initial consultation or discovery meeting.

7.2 The Company reserves the right to accept or decline any prospective client at its sole discretion.

7.3 A coaching relationship shall commence only after written acceptance and payment arrangements have been agreed.

8. FEES AND PAYMENT TERMS

8.1 Fees shall be communicated separately through proposals, quotations, invoices, agreements, or programme information.

8.2 Payment may be required:

- a) In full prior to commencement; or
- b) Through an agreed instalment arrangement.

8.3 Unless otherwise agreed in writing, all fees are payable in accordance with the payment schedule provided.

8.4 Where a client selects an instalment plan, the client remains liable for the full programme fee regardless of attendance, participation, withdrawal, or early termination by the client.

8.5 Failure to attend sessions shall not relieve the client of payment obligations.

8.6 Discounts, promotional offers, scholarships, or special pricing arrangements are granted solely at the Company's discretion and do not establish future entitlement.

8.7 The Company reserves the right to suspend services where payments become overdue.

9. REFUNDS

9.1 All payments are non-refundable once the coaching process has commenced.

9.2 The commencement of coaching includes, without limitation:

- a) Attendance at the first coaching session;

- b) Completion of assessments;
- c) Receipt of coaching materials;
- d) Participation in any coaching activity.

9.3 No refund shall be provided for missed sessions, unused services, early withdrawal, or failure to complete a programme.

9.4 Any exception to this policy must be expressly agreed in writing by the Company.

10. RESCHEDULING, CANCELLATIONS AND LATE ARRIVALS

10.1 Client cancellations or rescheduling requests must be submitted via email, text message, or WhatsApp at least twenty-four (24) hours prior to the scheduled session.

10.2 Sessions cancelled with less than twenty-four (24) hours' notice shall be deemed delivered and forfeited.

10.3 Where a participant arrives late:

- a) The session shall continue only for the remaining scheduled duration;
- b) Lost time shall not be added to the session;
- c) If the participant is more than twenty (20) minutes late, the session shall be considered delivered and forfeited.

10.4 The Coach shall not be obligated to wait beyond twenty (20) minutes after the scheduled start time.

10.5 If the Company cancels a session with less than twenty-four (24) hours' notice, a replacement session shall be offered at the earliest reasonably available opportunity.

11. FORCE MAJEURE

11.1 The Company shall not be liable for delays, interruptions, or inability to perform services arising from circumstances beyond its reasonable control.

11.2 Such circumstances include, but are not limited to:

- a) Illness;
- b) Internet or telecommunications failures;
- c) Government actions;
- d) Travel restrictions;
- e) Natural disasters;
- f) Platform outages;
- g) Civil disturbances;

11.3 Where reasonably possible, affected sessions shall be rescheduled.

12. CONFIDENTIALITY

12.1 The Company shall maintain the confidentiality of information shared by clients during coaching engagements, subject to the exceptions set out in these Terms.

12.2 Confidential information may be disclosed where:

- a) Disclosure is required by applicable law;
- b) Disclosure is required by a court, governmental authority, regulatory body, or law enforcement agency;
- c) There is a reasonable belief of a risk of serious harm to the client or another person;
- d) There is a reasonable belief that criminal activity has occurred, is occurring, or is likely to occur.

12.3 The client acknowledges that coaching discussions are not protected by legal privilege and may not carry the same confidentiality protections as communications with lawyers, medical practitioners, or licensed mental health professionals.

12.4 The Company may use anonymised and non-identifiable themes, insights, experiences, observations, and case examples for educational, research, training, product development, and marketing purposes, provided that no individual or organisation can reasonably be identified.

13. TEAM COACHING AND CORPORATE ENGAGEMENTS

13.1 Team coaching, workshops, and organisational development services are designed to support communication, collaboration, awareness, learning, leadership development, and organisational effectiveness.

13.2 The Company does not guarantee any specific organisational, cultural, commercial, financial, behavioural, leadership, engagement, retention, or performance-related outcomes.

13.3 Outcomes are influenced by factors beyond the Company's control, including participant engagement, leadership commitment, organisational support, implementation efforts, and external circumstances.

13.4 Each participant remains solely responsible for their own decisions, actions, behaviour, and implementation of any insights or learning gained through participation.

13.5 Team coaching is not intended to function as:

- a) A disciplinary process;
- b) A performance management process;
- c) A workplace investigation;
- d) A grievance procedure;
- e) A legal process;
- f) A substitute for human resources procedures;
- g) A substitute for organisational governance processes.

13.6 While participants may be encouraged to maintain confidentiality regarding matters discussed during team coaching engagements, the Company cannot guarantee the actions, disclosures, or conduct of other participants.

13.7 Participants acknowledge that confidentiality within group environments depends upon the conduct of all participants and cannot be guaranteed by the Company.

14. ASSESSMENTS AND DEVELOPMENT TOOLS

14.1 The Company may provide access to assessments, profiling tools, frameworks, questionnaires, inventories, or similar developmental resources.

14.2 Such tools may include, without limitation:

- a) Enneagram assessments;
- b) Leadership assessments;
- c) Team effectiveness assessments;
- d) Behavioural or developmental profiling tools;
- e) Other third-party assessment instruments.

14.3 Assessment results are intended solely for personal, professional, leadership, and organisational development purposes.

14.4 Assessment results are not intended to constitute:

- a) Psychological evaluations;
- b) Psychiatric assessments;
- c) Clinical diagnoses;
- d) Medical opinions;
- e) Employment decisions;
- f) Legal determinations.

14.5 Assessment outcomes are dependent upon information supplied by participants and may not fully reflect an individual's actual behaviour, personality, motivations, capabilities, or preferences.

14.6 Enneagram assessments and similar tools should be regarded as developmental guides that support reflection and awareness rather than definitive conclusions.

14.7 Intellectual property rights relating to third-party assessments remain the property of their respective owners.

15. RECORDINGS

15.1 Coaching sessions shall not be recorded without the prior consent of all relevant participants.

15.2 Where recordings are made with consent, such recordings remain the property of the Company unless otherwise agreed in writing.

15.3 Participants may not record coaching sessions, workshops, team coaching sessions, or meetings without the Company's prior written consent.

15.4 Unauthorised recording, reproduction, distribution, publication, or sharing of recordings is strictly prohibited.

16. CLIENT RESPONSIBILITIES

16.1 Clients agree to:

- a) Participate honestly and respectfully;
- b) Provide accurate information;
- c) Take responsibility for their own decisions and actions;
- d) Attend scheduled sessions punctually;
- e) Engage actively in the coaching process.

16.2 Clients acknowledge that meaningful progress depends upon their willingness to engage, reflect, experiment, take action, and implement agreed actions.

16.3 The Company shall not be responsible for outcomes resulting from a client's failure to participate, implement actions, or engage with the coaching process.

17. INTELLECTUAL PROPERTY

17.1 All content, materials, frameworks, methodologies, exercises, assessments, workbooks, presentations, templates, worksheets, trackers, tools, recordings, graphics, text, logos, videos, training materials, and resources provided by the Company remain the exclusive intellectual property of the Company or its licensors.

17.2 No ownership rights are transferred to any client or participant.

17.3 Clients are granted a limited, non-exclusive, non-transferable, revocable licence to use materials solely for their own personal or internal organisational development purposes.

17.4 Clients shall not:

- a) Copy, reproduce, modify, distribute, publish, sell, licence, or exploit materials;
- b) Upload materials to public platforms;
- c) Share materials with third parties;
- d) Create derivative works based upon the materials;
- e) Use materials to develop competing coaching, consulting, facilitation, training, or educational programmes.

17.5 Any unauthorised use of intellectual property may result in legal action.

18. WEBSITE USE

18.1 Users agree to use the Website lawfully and in accordance with these Terms.

18.2 Users shall not:

- a) Attempt to gain unauthorised access to systems or networks;
- b) Introduce viruses, malware, or harmful code;
- c) Interfere with Website functionality;
- d) Use automated tools to scrape or harvest data;
- e) Engage in fraudulent, unlawful, abusive, defamatory, or harmful conduct.

18.3 The Company reserves the right to restrict or terminate access to the Website where misuse is suspected.

19. FREE RESOURCES

19.1 The Company may provide downloadable resources, guides, assessments, articles, videos, educational materials, or other content free of charge.

19.2 Such resources are provided for informational and educational purposes only.

19.3 The Company makes no warranty regarding the completeness, accuracy, reliability, or suitability of free resources.

19.4 Free resources remain subject to the intellectual property provisions contained in these Terms.

20. TESTIMONIALS, REVIEWS AND MARKETING

20.1 Clients may voluntarily provide testimonials, reviews, recommendations, feedback, or endorsements.

20.2 The Company may publish testimonials and reviews where appropriate consent has been obtained.

20.3 The Company shall obtain separate written consent before using:

- a) Client names;
- b) Photographs;
- c) Video recordings;
- d) Identifiable personal information;
- e) Organisational information that would reasonably identify a client.

20.4 Corporate client logos may be used only where permission has been granted or where otherwise legally permitted.

21. THIRD-PARTY SERVICES

21.1 The Website and services may include links to third-party websites, applications, software platforms, resources, or services.

21.2 The Company does not control and is not responsible for third-party services.

21.3 Use of third-party services is entirely at the user's own risk.

22. DATA PROTECTION AND PRIVACY

22.1 The Company shall process personal data in accordance with applicable data protection and privacy laws, including the United Arab Emirates Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data, where applicable.

22.2 Personal information may be collected, stored, processed, and used for:

- a) Delivering services;
- b) Managing client relationships;
- c) Processing payments;
- d) Providing support;
- e) Improving services;
- f) Meeting legal obligations.

22.3 Additional information regarding data handling practices is contained within the Company's Privacy Policy.

22.4 Clients acknowledge that electronic communications may involve inherent security risks beyond the Company's reasonable control.

23. LIMITATION OF LIABILITY

23.1 To the fullest extent permitted by applicable law, the Company, its directors, officers, employees, contractors, affiliates, representatives, and agents shall not be liable for any loss, damage, claim, cost, expense, liability, or injury arising from or connected with the use of the Website, participation in coaching services, team coaching engagements, workshops, leadership development programmes, assessments, or related services.

23.2 The Company shall not be liable for any indirect, incidental, consequential, special, exemplary, punitive, or economic losses, including but not limited to:

- a) Loss of income;
- b) Loss of profits;
- c) Loss of business opportunities;
- d) Loss of contracts;
- e) Loss of reputation;

- f) Loss of goodwill;
- g) Loss of anticipated savings;
- h) Emotional distress;
- i) Opportunity costs;
- j) Data loss.

23.3 Clients acknowledge and agree that all decisions, actions, interpretations, implementations, and outcomes arising from coaching services remain their sole responsibility.

23.4 The Company does not guarantee that any recommendation, discussion, framework, assessment result, exercise, or coaching intervention will result in a specific outcome.

23.5 Nothing contained within these Terms shall create a fiduciary, employment, partnership, agency, joint venture, or advisory relationship.

23.6 To the maximum extent permitted by law, the Company's total aggregate liability arising from any claim relating to services provided shall not exceed the total amount actually paid by the client to the Company during the twelve (12) months immediately preceding the event giving rise to the claim.

23.7 Nothing in these Terms excludes liability where exclusion would be unlawful under applicable legislation.

24. INDEMNIFICATION

24.1 The client agrees to indemnify, defend, and hold harmless the Company, its directors, officers, employees, contractors, affiliates, representatives, and agents from and against any claims, liabilities, losses, damages, costs, expenses, or legal fees arising from:

- a) The client's breach of these Terms;
- b) Misuse of coaching services;
- c) Unlawful conduct by the client;
- d) Violation of intellectual property rights;
- e) Violation of third-party rights;
- f) Any action or omission taken by the client in reliance upon coaching services.

24.2 This indemnity shall survive termination of the relationship between the parties.

25. TERMINATION

25.1 The Company reserves the right to suspend or terminate services immediately where a client:

- a) Engages in abusive, threatening, discriminatory, harassing, or inappropriate conduct;
- b) Breaches these Terms;
- c) Acts dishonestly or fraudulently;
- d) Behaves unethically;
- e) Creates a risk to the safety, wellbeing, reputation, or lawful interests of the Company or other participants.

25.2 Where services are terminated due to client conduct, the Company may determine whether any future services will be offered.

25.3 Where termination occurs under this clause, the Company shall not be obligated to continue providing services.

25.4 Nothing in this clause shall limit any legal rights or remedies available to the Company.

26. DISPUTE RESOLUTION

26.1 The parties agree to make reasonable efforts to resolve any dispute arising from these Terms through good-faith discussions and negotiations before commencing formal proceedings.

26.2 If a dispute cannot be resolved through negotiation, the parties shall attempt mediation before pursuing arbitration or court proceedings, unless urgent legal relief is required.

26.3 If mediation is unsuccessful, the dispute may be referred to arbitration or the competent courts of the United Arab Emirates, as determined by applicable law and the circumstances of the dispute.

26.4 Nothing in this clause prevents either party from seeking urgent injunctive relief where necessary to protect intellectual property, confidential information, or other legal rights.

27. GOVERNING LAW

27.1 These Terms shall be governed by and construed in accordance with the laws of the United Arab Emirates.

27.2 Subject to Clause 26, the courts of the United Arab Emirates shall have jurisdiction over disputes arising from these Terms.

28. FORCE OF ELECTRONIC COMMUNICATIONS

28.1 Electronic communications, emails, digital signatures, electronic approvals, online acceptance mechanisms, and electronic records shall be deemed valid and enforceable to the fullest extent permitted by applicable law.

28.2 Acceptance of these Terms through the Website, electronic communication, payment of invoices, participation in services, or other affirmative conduct shall constitute legally binding acceptance.

29. CHANGES TO SERVICES

29.1 The Company reserves the right to modify, update, suspend, or discontinue any service, programme, methodology, assessment, framework, or resource at any time.

29.2 Such modifications shall not affect services already purchased unless reasonably necessary for operational, legal, or practical reasons.

30. CHANGES TO THESE TERMS

30.1 The Company reserves the right to amend these Terms at any time.

30.2 Updated versions shall be published on the Website and become effective upon publication unless otherwise stated.

30.3 Continued use of the Website or services following publication of revised Terms constitutes acceptance of the revised Terms.

31. SEVERABILITY

31.1 If any provision of these Terms is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

31.2 Any invalid provision shall be interpreted and modified to the minimum extent necessary to make it enforceable while preserving its intended purpose.

32. WAIVER

32.1 Failure by the Company to enforce any provision of these Terms shall not constitute a waiver of that provision or any other rights.

32.2 Any waiver must be made expressly and in writing.

33. ASSIGNMENT

33.1 Clients may not assign, transfer, delegate, or otherwise dispose of any rights or obligations arising under these Terms without the prior written consent of the Company.

33.2 The Company may assign or transfer its rights and obligations where reasonably necessary for business operations, restructuring, succession, or legal compliance.

34. ENTIRE AGREEMENT

34.1 These Terms constitute the entire agreement between the parties concerning the Website and services provided by the Company.

34.2 These Terms supersede all previous discussions, understandings, representations, negotiations, proposals, or agreements relating to the same subject matter, except where a separate written agreement expressly states otherwise.

34.3 Where a client or organisation enters into a separate written coaching agreement, service agreement, proposal, statement of work, or engagement letter with the Company, that document shall prevail to the extent of any inconsistency.

35. CONTACT INFORMATION

All enquiries relating to these Terms should be directed to:

Motivational Guldhammer LLC FZ

Meydan Grandstand, 6th Floor
Meydan Road
Nad Al Sheba
Dubai
United Arab Emirates

Email: mads@motivationalguldhammer.com

Telephone: +971 56 214 2172

Website: www.motivationalguldhammer.com

36. ACCEPTANCE

By accessing the Website, booking a consultation, purchasing services, participating in coaching, attending workshops, engaging in team coaching programmes, using assessments, downloading resources, or otherwise interacting with the Company's services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.