

Counselling Contract

Tatiana Iamnitskaia, Psychological Counselling

Business address:

c/o POSTFLEX PFX-879-977, Emsdettener Straße 10, 48268 Greven

E-mail: contact@empathy-to-life.net

– hereinafter “Counsellor” – AND

Client (hereinafter “Client”)

Please enter your name and address clearly.

Name: _____

Address: _____

E-mail: _____

Phone (optional): _____

1. Scope of services

The Counsellor offers psychological counselling for personal orientation, support in difficult life situations, and coping with life changes, including issues related to the impact of artificial intelligence. Counselling focuses on activating personal resources and finding solutions.

Counselling takes place online or, by arrangement, in person. The type, scope, duration, fees and payment terms are set out in the Counsellor’s current offer on her website or in a separate fee agreement. The specific scope of services is agreed individually in the respective contract.

A free introductory conversation of up to 20 minutes serves to get acquainted and clarify the request. This does not create any obligation to continue the counselling relationship.

No counselling takes place between agreed appointments. In-person sessions may, by prior arrangement, incur additional room costs.

No specific counselling outcome is guaranteed.

2. Appointments, fees and cancellations

An appointment is only considered confirmed once payment has been received. Payment is made by bank transfer or PayPal.

Cancellations are possible free of charge up to two working days before the appointment. In the case of timely cancellation, the fee already paid can be refunded, less any non-refundable payment fees, or a replacement appointment can be arranged. In the case of later cancellation or non-attendance, there is generally no entitlement to a refund. A replacement appointment may be offered.

If an appointment is booked at short notice, within two working days before the start of counselling, and PayPal is not available, a screenshot of the bank transfer is sufficient as proof of payment.

If an appointment cannot take place for reasons attributable to the Counsellor, a replacement appointment will be offered or any fee already paid will be refunded.

3. Online counselling

Online counselling takes place via a privacy-friendly video conferencing service, where possible with servers located within the European Union, e.g. OpenTalk.eu. The service used will be named in advance; the Client will receive the access details by e-mail before counselling begins.

Both parties ensure a confidential environment and a stable internet connection during counselling. The Counsellor is not liable for technical disruptions beyond her control. If an appointment cannot take place due to technical reasons on the Counsellor's side, a replacement appointment will be offered.

Sessions are not recorded. Handwritten and digital notes made by the Counsellor are used exclusively for internal purposes. They are kept only for as long as necessary for the counselling relationship or to fulfil legal obligations, and are then deleted.

4. Client's cooperation

The Client actively participates in counselling, provides relevant information truthfully and completely, and, in the case of online counselling, creates the necessary technical conditions. These include, in particular, a suitable device, a functioning internet connection and an undisturbed environment for the conversation.

The Client determines the topics and goals of counselling.

Counselling does not replace medical or psychotherapeutic diagnosis or treatment. In the event of an acute risk of harm to oneself or others, medical or emergency assistance must be sought without delay.

5. Communication

Communication during the counselling relationship takes place by e-mail.

Telephone contact takes place insofar as it is necessary for the organisation or performance of the contract and the Client provides the Counsellor with their telephone number.

The voluntary use of WhatsApp is governed by the separate consent at the end of this contract.

6. Data protection

The privacy notice under "Legal Information" at www.empathy-to-life.net, version dated 25 August 2026, applies to the processing of personal data.

The Client confirms at the end of this contract that they have read and acknowledged the privacy notice.

7. Confidentiality

All information shared during counselling is treated as confidential. Counselling content may only be disclosed to third parties with the Client's consent or where required by law. Further information on confidentiality can be found under "Legal Information" at www.empathy-to-life.net.

8. Right of withdrawal

For contracts concluded online or away from business premises, you as the Client generally have a statutory right of withdrawal. The withdrawal information, including the sample withdrawal form, will be provided to the Client by e-mail together with this contract. The withdrawal information, including the sample withdrawal form, can also be found at any time under "Legal Information" on the website www.empathy-to-life.net.

The Client confirms at the end of this contract that they have received and acknowledged the withdrawal information, including the sample withdrawal form.

9. Early commencement of counselling

At the Client's express request, counselling may begin before the statutory withdrawal period has expired.

The Client is aware that the right of withdrawal may lapse once the Counsellor has fully performed the contract, in accordance with statutory provisions.

The Client is further aware that, in the event of withdrawal, they may be required to pay compensation for the value of services already provided up to the point of withdrawal, insofar as the statutory requirements are met.

The Client gives express consent to the early commencement of counselling by confirming this at the end of this contract.

10. Liability

The Counsellor is liable for damages in accordance with statutory provisions.

Counselling does not replace medical, psychiatric or psychotherapeutic treatment. The Client is responsible for seeking appropriate professional help in good time if needed.

The results of counselling depend, among other things, on the Client's personal engagement and individual circumstances. No guarantee of success is given.

The Client is responsible for any decisions made on the basis of the counselling.

11. Copyright

All documents, texts and working materials provided to the Client remain the intellectual property of the Counsellor, unless expressly agreed otherwise. They may only be used for personal purposes. Passing them on, publishing them or using them commercially is only permitted with the Counsellor's prior written consent.

12. Final provisions

German law applies.

Amendments and additions to this contract must be made in text form, unless mandatory statutory provisions require otherwise.

Should individual provisions of this contract be or become wholly or partly invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the applicable statutory provision.

Please tick the applicable statements:

Consent to online counselling (if applicable):

☐ I consent to online counselling.

Confirmation of documents:

☐ I have read and understood the counselling contract.

☐ I have read the privacy notice and acknowledged it.

☐ I have received the withdrawal information, including the sample withdrawal form.

Early commencement of counselling:

- ☐ I expressly request that counselling begin before the withdrawal period expires.
- ☐ I am aware that my right of withdrawal may lapse once the contract has been fully performed, in accordance with statutory provisions.

Voluntary consent to the use of WhatsApp

- ☐ WhatsApp may only be used at my express request for appointment arrangements and organisational messages.

I am aware that personal data may be processed when using WhatsApp and that data protection risks, in particular data processing outside the European Union, cannot be fully excluded.

This consent is voluntary and can be withdrawn at any time with effect for the future.

Counsellor: place, date, signature

Client: place, date, signature
