

General Conditions

1. General

- The client is the client in these general terms and conditions.
- Hélène van Oudheusden Personal Coach is the contractor.
- In case of an agreement about an assignment, the client also agrees to the general terms and conditions. Any purchase or other conditions of the client do not apply to an order.
- The services of the contractor always concern an effort commitment, no agreements can be made about result obligations.
- A quotation is valid until the date stated in the quotation. If no date is included, a term of 14 calendar days after the quotation date applies.
- Written questions of an educational or administrative nature, will be answered within 14 calendar days. The client will receive a confirmation of receipt for correspondence that requires a longer processing time and an indication of when the client can expect an answer.
- The client has a reflection period of 14 calendar days after online registration for an (online) course, education or training. If an (online) course, education or training has already started within 14 calendar days after registration, cancellation is no longer possible. An (online) course, training or coaching has started on the date when the contractor has sent a first study assignment to the client.

2. Intellectual property

All rights of intellectual property and the copyright of (tailor-made) trainings, workshops, coaching and study trips lie with the contractor.

3. Liability

- The contractor is not liable for damage of any nature whatsoever that arises because the contractor has assumed incorrect and/or incomplete information provided by or on behalf of the client.
- The contractor is not liable for damage, loss or theft of luggage of the clients.
- If the contractor is liable for any damage, the liability of the contractor is limited to invoice amount, at least to that part of the amount to which the liability relates.

4. Deposit

When registering for a workshop or training by the client, with or without the possibility of scheduling a date immediately, a deposit of 25% of the workshop or training fee applies. This is in connection with: registering for the workshop or training, recording it in the agenda and performing preparatory work by the contractor.

5. Cancellation

* Organizational training and private participation in the Netherlands for webinars, trainings, retreats or mentorship programs can only be canceled in writing by the client. Cancellation costs for rented training locations are the responsibility of the client. The following fees will be charged:

- a. For cancellation more than five months before the start: 50% of the confirmed amount
- b. For cancellation between four and five months before the start: 75% of the confirmed amount
- c. For cancellation within four months before the start: 100% of the confirmed amount

* Private appointments can be rescheduled free of charge up to 24 hours in advance. In case of rescheduling within 24 hours before the appointment, 100% of the agreed appointment fee must be paid.

6. Relocation

An open training or training/coaching retreat outside of the Netherlands abroad can be rescheduled or cancelled by the contractor if there are insufficient clients. In the event of cancellation, the client will receive any (down) payment back within 14 days.

7. Replacement

If the contractor is unable to carry out the assignment on the agreed date due to illness or other circumstances beyond the contractor's control, the contractor is free to hire a replacement or to move the training, workshop or education to another date in the current school year in consultation with the client.

8. Outside of the Netherlands: organizational training, study visit or coaching retreat

*The client can choose to make the payment in one installment or in two installments. If no preference is specified, an invoice for full payment in one installment will be sent. A surcharge applies for payment in two installments. The payment term for invoices is 14 calendar days.

*The client is responsible for the correct and valid travel documents. If participation in a (part of) a trip is not possible due to the lack of these documents, the risk is for the client. No refund will be given. The contractor is never liable for any damage resulting from the lack of client's correct and valid travel documents.

*The client is responsible for taking out business travel and cancellation insurance prior to the trip. If the client takes out travel and cancellation insurance that does not provide sufficient coverage, any additional costs resulting from this will be borne by the client. The contractor is never liable for any damage resulting from the client not being sufficiently insured.

*The contractor is not liable for damage to the client during training courses, work visits and excursions.

*For training courses abroad, the client can, in consultation with the contractor, have himself replaced by a colleague, provided that this colleague passes the introductory/intake interview positively. The advice of the contractor after the introductory/intake interview is binding.

*A surcharge of € 150 per person applies for participation by fewer than five people.

*Cancellation by the client is only possible in writing. Cancellation costs for rented accommodation/hotel room are always borne by the client. The following costs will be charged in addition to the cancellation costs of the rented accommodation/hotel room:

- a. In case of cancellation more than five months before commencement: 50% of the confirmed amount

b. In case of cancellation between four and five months before commencement: 75% of the confirmed amount

c. In case of cancellation within four months before commencement: 100% of the confirmed amount

9. Changes to the assignment

Changes to the assignment by the client that could not be foreseen by the contractor and that cause additional work, will be paid by the client to the contractor in accordance with the agreed rate in the agreement. Additional work also occurs if, as a result of the provision of incorrect or incomplete information by the client, the contractor has to reorganize its planned activities. The contractor will charge the client for the costs of additional work on the basis of a subsequent calculation.

If an assignment has been agreed for a longer period, for example multiple half-days, sessions or consultancy hours in a calendar year or school year, and the client wishes to reduce the number of half-days, sessions or consultancy hours during the calendar year or school year, a cancellation fee of 50% of the unused half-days, sessions or consultancy hours applies.

10. Confidentiality

*The content of the contact with clients is confidential. The content of proposals and confirmations as well as financial data are also confidential.

*The client and contractor undertake to maintain confidentiality of all information that they have obtained from each other or from other sources in the context of the agreement. Information is considered confidential if this has been reported by the other party or if this results from the nature of the information.

*If the contractor is obliged by law or a court ruling to provide confidential information to third parties designated by law or the competent court and the contractor cannot invoke a right to refuse to give evidence in this regard, the contractor is not obliged to pay damages or compensation and the client is not entitled to terminate the assignment on the grounds of any damage caused by this.

*The client and contractor will impose their obligations under this article on any third parties they engage.

11. Payments

*Invoices must be paid within fourteen calendar days of the invoice date.

*The rates mentioned are subject to typing errors.

*The fee of the contractor is exclusive of: expenses of the contractor, declarations of third parties engaged, VAT and other levies that (may) be imposed by the government.

*Travel expenses are charged at € 0.29 per kilometer unless otherwise agreed.

*If the client fails to pay an invoice on time, the client is legally in default and the client owes statutory interest. The client then owes interest for each month, or part of a month, whereby a part of a month is considered to be the entire month.

*In the event of liquidation, (application for) bankruptcy, admission of the client to statutory debt restructuring under the Debt Restructuring (Natural Persons) Act, attachment or (provisional) suspension of payment of the client, the claims of the contractor on the client are immediately due and payable.

*The client is never entitled to offset the amount owed by him to the contractor.

*If the client is in default or in breach of his obligations (in a timely manner), all reasonable costs incurred to obtain satisfaction out of court will be borne by the client. The extrajudicial costs will be calculated on the basis of what is customary in Dutch debt collection practice, currently the calculation method according to Rapport Voorwerk II.

*If there is any refund by the contractor, this will be paid within fourteen days at the latest.

12. Complaints procedure

*Complaints regarding the work performed or regarding the invoice amount must be reported in writing to the contractor by the client within two weeks after completion of the work, failing which any claim against the contractor will lapse.

*Receipt of the complaint will be confirmed in writing within two weeks. The complaint will be responded to within four weeks. If more time is needed to conduct an investigation, the client will be informed of this within four weeks, explaining the delay. An indication will also be given of when the contractor expects to be able to provide a definitive answer.

*A complaint will always be treated confidentially.

*Complaints as stated above do not suspend the payment obligations of the client.

*If and to the extent that a complaint is honored, the client has the choice between adjusting the fee charged, or improving or re-performing the work about which a complaint was reported free of charge. If performing the work has demonstrably become pointless, the client has the right to a refund in proportion to the fee already paid by the client.

*If a complaint cannot be resolved to the satisfaction of the client and the contractor, the complaint will be submitted to Mr. Kosmas Navrouzoglou, owner of Grecophile (www.grecophile.eu/contact). The judgment of this independent third party is binding for the contractor, any consequences will be dealt with by both parties within four weeks.

*Complaints and the manner in which they are dealt with are registered and kept for a period of three years.

13. Expiration period

In deviation from the statutory limitation periods, the limitation period for all claims and defenses of the client against the contractor is one year after the start of the co-operation.

14. Transfer of contract

*The client is not entitled to transfer any obligation under the agreement to third parties without the written consent of the contractor. Insofar as the contractor has already given written consent for a transfer of contract, the client remains liable at all times, in addition to this third party, for the obligations under the agreement of which these general terms and conditions form part.

*Furthermore, insofar as the contractor has already given written consent for a transfer of contract, the client must inform the contractor of this in advance and the contractor has the right to terminate the agreement on the date on which the transfer will take place. The contractor is not liable for any damages in this regard.

15. Force majeure

*The contractor is not obliged to fulfil any obligation towards the client if the contractor is prevented from doing so as a result of force majeure.

*If the trainer is prevented from doing so as a result of force majeure, a replacement will be sought or a new training day will be planned. No refund will be provided.

*Force majeure in these general terms and conditions means, in addition to what is understood in law and case law, all external causes, foreseen or unforeseen, over which the contractor has no influence, but which prevent the contractor from fulfilling its obligations.

16. Evaluations

An evaluation form is available from the contractor for the evaluation of services provided. The client has the option to complete this form.

17. Applicable law

This agreement is governed by Dutch law.

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