

## 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 obligations of result.
- A quotation is valid until the date stated in the quotation. If no date is included, no rights can be derived from the quotation.
- Written questions, of an educational or administrative nature, will be answered within 14 calendar days. The client will receive an acknowledgment of receipt and an indication of when the client can expect an answer about correspondence that requires a longer processing time.
- The client has a reflection period of 14 calendar days after online registration for a course, education or training. If a course, education or training has already started within 14 calendar days after registration, cancellation is no longer possible. The course, training or coaching has started on the date when the client has been sent a first study assignment.

### 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 participants.
- 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. Cancellation

- Company trainings and company counselling in the Netherlands can only be cancelled in writing by the client. Cancellation costs of rented training locations will be paid by the client. The following cancellation costs are charged:
  - In case of cancellation within 7 days: 100% of the confirmed amount
  - If cancelled within 14 days: 75% of the confirmed amount
  - If cancelled within 21 days: 50% of the confirmed amount
  - If cancelled within 28 days: 100% of the confirmed amount
- Company trainings outside of the Netherlands cannot be cancelled. For company trainings

abroad (such as study visits), you can, in consultation with the contractor, be replaced by a colleague, provided he / she successfully completes the introductory / intake interview with the contractor. The advice of the contractor after the introductory / intake interview is binding.

- Private counseling arrangements can be changed free of charge up to 48 hours in advance. If you wish to reschedule the date within 48 hours before the appointment, 100% of the agreed appointment rate must be paid.

## **5. Rescheduling**

An open training or study trip can be rescheduled or canceled by the contractor in the event of insufficient participants. In the event of cancellation, the client will receive his (down) payment.

## **6. Replacement**

If due to illness or other circumstances the contractor cannot execute the assignment on the agreed date, the contractor is free to hire a replacement or to reschedule the training, workshop or counseling to another date in consultation with the client in the current year.

## **7. Change in the assignment**

Any changes in the co-operation made by the client that the contractor could not have foreseen and cause additional work will be paid by the client to the contractor in accordance with the rate agreed in the agreement. There is also a situation of additional work if, as a result of the provision of incorrect or incomplete data by the client, the contractor must re-organize her planned work. The contractor will charge the costs for additional work on the basis of subsequent calculation to the client.

## **8. Confidentiality**

- The content of the contact with clients (whether or not in individual counseling) is confidential. The contents 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 received from each other or from another source within the framework of the agreement.
- Information is considered confidential if this has been reported by the other party (such as in the General Conditions) or if this results from the nature of the information.
- If the contractor is obliged to provide confidential information to third parties appointed by the law or the competent court and the contractor cannot rely on a right of non-disclosure in this respect, the contractor is not obliged to pay damages or compensation and the client is not entitled to terminate the assignment on the basis of any damage caused by this.
- The client and contractor will impose their obligations on the basis of this article on any third parties that they may engage.

## **9. Payments**

- Invoices must be paid within fifteen calendar days of the invoice date.
- The rates are subject to typing errors.
- Contractor's fee is exclusive: expenses of contractor, invoices of third parties engaged, VAT and other levies that can be imposed by the government.
- Travel costs are charged at € 0.29 per kilometer unless otherwise agreed.
- If the client remains in default with the timely payment of an invoice, then the client is legally in default and the client owes statutory interest. Client is then due interest over each month,

or part of the month, with part of the month being considered as the whole month.

- In case of liquidation, (application) bankruptcy, admission of client to the statutory debt restructuring under the Act Debt Management Natural Persons, 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 set off the amount owed by him to the contractor.
- If the client is in default or omission in the (timely) fulfillment of his obligations, then all reasonable costs involved in obtaining payment out of court will be paid by the client. The extrajudicial costs are calculated on the basis of what is customary in Dutch debt collection practice, currently the calculation method according to Rapport Voorwerk II.

## **10. Complaints procedure**

- Complaints with regard to the work performed or with regard to the invoice amount must be reported by the client to the contractor in writing within two weeks after completion of the work.
  - The receipt of the complaint will be confirmed in writing within two weeks. The complaint will be responded to within four weeks. If a longer period of time is required to conduct research, the client will be informed of this within four weeks, explaining the postponement. An indication will also be given when the contractor is expected to give a definitive answer.
  - A complaint will always be treated confidentially.
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- Complaints as indicated above do not suspend the payment obligations of the client.
  - Complaints and the manner of handling are registered and kept for a period of three years.

## **11. Expiration period**

Contrary to the statutory limitation periods, the limitation period of all claims and defenses of the client versus the contractor is one year.

## **12. Contract transfer**

- The client is not entitled to transfer any obligation from the agreement to third parties without written permission from the contractor. In so far as the contractor may have given written permission for a contract transfer, the client remains at all times liable to the third party for the obligations under the agreement of which these general conditions form part.
- Furthermore, in so far as the contractor may have given written permission for a contract transfer, the client must inform the contractor of this beforehand and the contractor has the right to terminate the contract by the date on which the transfer will take place. The contractor is not obliged to pay any compensation in this matter.

## **13. Force majeure**

- The contractor is not obliged to fulfill any obligation towards the participant if contractor is prevented from doing so as a result of force majeure.
- If the contractor is absent by force majeure, replacement is sought or an alternative training day is planned. No refund is provided.
- Force majeure is understood in these general terms and conditions, in addition to the relevant provisions in the law and jurisprudence. It means all external causes, foreseen or unforeseen, on which the contractor does not have any influence, but as a result of which the contractor is

unable to fulfill her obligations.

#### **14. Applicable law**

Dutch law applies to this agreement.

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