

General terms and conditions Paula Nijland Coaching (V1. May 2024)

Article 1: Definitions

For the purposes of these general terms and conditions, the following definitions apply:

Contractor: Paula Nijland Coaching, established in Utrecht under Chamber of Commerce no. 93767935.

Client: The natural or legal person who has instructed the Contractor to perform Services in the field of coaching, training or related activities.

Coach: The coach or trainer affiliated with Paula Nijland Coaching.

Coachee: The natural person who participates in a counselling programme in the field of coaching, training, advice or related activities.

Services: All products and services provided by the Contractor to the Client, including coaching, training and other forms of guidance, or advice, all in the broadest sense of the word, as well as all other activities of any nature whatsoever performed for the benefit of the Client, carried out in the context of an assignment, or arising from, including work that has not been performed at the explicit request of the Client.

Agreement: Any agreement between Client and Contractor for the provision of Services by the Contractor for the benefit of the Client.

NOBCO: The Dutch Order of Professional Coaches Foundation.

Article 2: Applicability of these terms and conditions

1. These general terms and conditions apply to all quotations, offers and Agreements in which Services are offered or delivered by the Contractor in the context of its profession.

2. These general terms and conditions also apply to any Agreement in which third parties are involved by the Contractor for execution of the agreement.

3. Deviations from these general terms and conditions are only valid if and insofar as they have been agreed in writing between the Client and the Contractor.

4. Any purchase or other general terms and conditions of the Client do not apply, unless the Contractor has explicitly accepted them in writing.

5. If one or more provisions of these general terms and conditions are null and void or should be annulled, the other provisions of these general terms and conditions remain fully applicable. In that case, the Client and the Contractor will enter into consultations in order to agree on a new provision to replace the void or annulled provision, as much as possible in line with the purpose and intent of the original provision.

6. These general terms and conditions also apply to additional and follow up assignments from the Client.

Article 3: Applicable codes of conduct and regulations

The Contractor performs the Services in accordance with the "NOBCO Ethical Code of Conduct" or the professional rules replacing it and considers itself bound by the NOBCO Complaints Regulations or the professional rules and disciplinary jurisdiction replacing it. The applicable codes of conduct and regulations can be found on NOBCO website: www.nobco.nl.

Article 4: Quotations and formation of the Agreement

1. All quotations made by the Contractor are without obligation and are valid for 30 days, unless otherwise indicated. The Contractor is only bound by a quotation if the Client's acceptance thereof has been confirmed in writing to the Contractor within the stipulated period of validity without reservation or amendment.
2. The prices in the quotations are exclusive of VAT unless explicitly stated otherwise.
3. The Agreement is concluded by acceptance of the quotation by the Client as referred to in the last sentence of paragraph 1. The Client and the Contractor have also concluded an Agreement if the Contractor confirms an agreement made between the Client and the Contractor in writing and the Client does not dispute the correctness thereof in writing within ten working days or – if that period is shorter – before the start of the work.
4. Changes to assignments are only binding if these changes have been confirmed in writing by the Contractor.
5. The Client has the right to terminate the Agreement without giving reasons within 14 calendar days after the conclusion of the Agreement.
6. Quotations are based on the information available to the Contractor.

Article 5: Execution of the Agreement

1. Each Agreement leads to an obligation for the Contractor to perform to the best of its ability, with due care and the necessary craftsmanship, in accordance with the standards and guidelines of the NOBCO as they apply at the time of the execution of the Agreement.
2. In all cases in which the Contractor deems it useful or necessary, it has the right – in consultation with the Client – to have certain work carried out by third parties or to be assisted by third parties.
3. The Client shall ensure that all information, of which the Contractor indicates that it is necessary for the performance of the Agreement, is provided to the Contractor properly, completely and in a timely manner. If the information required for the execution of the Agreement is not provided to the Contractor in a timely manner, the Contractor has the right to suspend the execution of the Agreement and/or to charge the Client for the additional costs arising from the delay in accordance with the usual rates.
4. If a deadline has been agreed upon by the Contractor for the completion of certain activities, this is not a strict deadline, unless explicitly agreed otherwise. Exceeding the deadline therefore does not constitute a breach of contract by the Contractor. For this reason, the Client cannot terminate the Agreement and is not entitled to compensation. If the agreed deadline is exceeded, the Client may, however, set a new, reasonable term within which the Contractor must perform the Agreement. Exceeding this new term may provide grounds for the Client to dissolve the Agreement.

5. When the Contractor is instructed to carry out an assignment or part thereof in collaboration with a third party, the Client will determine everyone's role in consultation with all parties involved. The Contractor does not accept joint and several liability, nor liability for the performance of the task and the associated activities of the third party.

6. The Contractor is not liable for any damage, of whatever nature, caused by the Contractor relying on incorrect and/or incomplete data provided by the Client, unless this inaccuracy or incompleteness should have been known to it.

Article 6. Contract Duration and Termination

1. If the Agreement between the parties relates to the delivery of the same performance more than once, it shall be deemed to have been entered into for an indefinite period of time, unless explicitly agreed otherwise in writing.

2. Either party may terminate the Agreement in writing at any time. If the duration of the assignment is one year or longer, the parties must observe a notice period of at least 2 months.

3. The Contractor is entitled to exclude a Coachee, who seriously hinders the progress of the coaching, from further participation.

Article 7. Amendment of the Agreement

1. If during the execution of the Agreement it becomes apparent that it is necessary to change or supplement the work to be carried out for proper execution, the parties will timely and in mutual consultation adjust the Agreement accordingly.

2. If the parties agree that the Agreement will be amended or supplemented, the time of completion of the performance may be affected. The Contractor will inform the Client of this as soon as possible.

3. If changes or additions to the Agreement have financial and/or qualitative consequences, the Contractor will inform the Client of this in advance.

4. If a fixed fee has been agreed, the Contractor will indicate the extent to which the amendment or addition to the Agreement will result in this fee being exceeded.

Article 8: Confidentiality

1. The Contractor is obliged to maintain confidentiality towards third parties concerning all confidential information obtained from the Client or other sources in the context of the Agreement, unless required by law or a competent government body. Information is considered confidential if it has been communicated as such by the Client or if it arises from the nature of the information.

2. Conversations, sessions, and other contacts in any form between the Contractor and the Coachee are considered strictly confidential. The Contractor will not disclose any information about the content and progress of these contacts to anyone, including the Client, unless the Coachee has given explicit permission.

3. The Coachee hereby gives permission to use material from the sessions for courses, study, peer review or other peer purposes without mentioning identity and personal data.

Article 9: Intellectual property

1. The Contractor is entitled to the intellectual property rights with regard to the products provided by it – in the context of the Agreement – to the Client and/or Coachee or – in the context

of this Agreement – used, including but not limited to tests, readers, reports, models, training materials and computer programs.

2. The Client and/or Coachee may not use these products to which the Contractor is entitled with regard to the intellectual property rights, other than for the purpose of this assignment, without the explicit written permission of the Contractor.

3. All course materials issued become the physical property of the Coachees. They are also free to adapt and reproduce them for their personal use.

4. The Contractor is entitled to use the knowledge acquired from the work for other purposes, provided that no confidential information is disclosed to third parties and it cannot be traced back to individual Clients or Coachees.

Article 10: Fees and costs

1. Unless explicitly agreed otherwise, the Contractor's fee consists of a predetermined fixed amount per Agreement or per Service provided and/or can be calculated on rates per time unit worked by the Contractor.

2. All fees are exclusive of government levies such as turnover tax (VAT), as well as exclusive of travel and other expenses incurred on behalf of the Client, including but not limited to invoices from third parties engaged.

3. The Contractor may ask the Client to pay a reasonable advance concerning fees owed or to be owed by the Client and/or expenses to be incurred on behalf of the Client. If the Client has not paid the amounts owed by the due date, they will be automatically in default, without further notice of default being required. If the Contractor has requested a reasonable advance, it has the right to suspend the execution of the work until the Client has paid the advance to the Contractor or has provided security for it, without being liable for any damages towards the Client in any way.

4. The Contractor reserves the right, in consultation with the Client, to adjust the agreed fees annually due to changes in the general price index and measures imposed by the government.

5. If the Coachee decides to leave early during the coaching session on their initiative, the full participation fee for this session remains due.

6. The Coachee is obliged to compensate for any damage caused to movable or immovable property on the premises where the coaching takes place, unless they are the owner of the property.

Article 11: Payment and collection

1. Payment must be made within 14 days of the invoice date, unless explicitly stated otherwise in the Agreement, in a manner to be specified by the Contractor. Payment will be made without deduction, set-off or suspension for any reason whatsoever.

2. After 14 days from the invoice date, the Client is in default. From the moment of default, the Client owes the Contractor default interest equal to the statutory interest on the payable amount.

3. In the event of liquidation, bankruptcy or suspension of payments of the Client, the Contractor's claims and the Client's obligations towards the Contractor are immediately due and payable.

4. In case there are multiple Clients, each Client is jointly and severally liable to the Contractor for the payment of the total invoice amount if the work has been performed for all these Clients.

5. Payments made by the Client always serve to settle in the first place all interest and costs owed, and in the second place to settle the oldest outstanding invoices, even if the Client states that the payment relates to a later invoice.
6. If the Contractor is required to perform more than usual effort in executing the Agreement, the Contractor may require payment (or equivalent security) before starting its work.
7. If the Contractor takes collection measures against a Client who is in default, the costs associated with that collection will be borne by the Client, which costs are set at a minimum of 15% of the outstanding invoices, with a minimum of EUR 75.00 for each partially or fully unpaid invoice.
8. These costs include the costs of any collection agencies, bailiffs and/or lawyers that may be engaged.

Article 12: Liability

1. The Contractor is only liable to the Client and/or Coachee for damage as a result of a serious attributable shortcoming in the execution of the Agreement. This is the case if the Contractor does not exercise the required care and expertise and the Client demonstrates that the damage was caused by intent or gross negligence on the part of the Contractor in executing the Agreement.
2. If the Contractor is liable for damage suffered by the Client and/or Coachee, its liability is limited to the amount paid out in the relevant case under the professional liability insurance or other liability insurance taken out by the Contractor, plus the deductible applicable to the Client, with the total of these amounts limited to the maximum amount of the insurance. A copy of the policy with the terms and conditions of the professional liability insurance will be sent by the Contractor upon request.
3. If, for any reason, no insurance payout occurs, the Contractor's liability to the Client and/or Coachee is limited to the fee of the assignment, or at least that part of the assignment to which the liability relates, with a maximum of €2000,-.
4. The Contractor is not obliged to compensate for indirect damage suffered by the Client and/or the Coachee, including but not limited to consequential damages, lost profits and damage due to business interruption.
5. The Contractor shall exercise the necessary care when engaging third parties (such as consultants, experts, or service providers) not working within its organization. The Contractor is not liable for serious shortcomings towards the Client and/or Coachee or for any errors or shortcomings of these third parties. In such a case, the Client is required to hold the engaged third parties liable and to recover any damages suffered from these third parties.
6. The Contractor is not liable for damage suffered by the Client and/or Coachee, of any kind, if the Contractor based the execution of its assignment on incorrect and/or incomplete data provided by the Client, unless this inaccuracy or incompleteness was or should have been clearly known to the Contractor.
7. The Contractor or the coaches or third parties engaged by it, who are responsible for guiding Coachees, will not give or use any means, methods, techniques, or instructions or create situations that limit or adversely affect the Coachee's ability to perceive, analyse, and assess threats of injury, in any form. If the Coachee were to sustain any injury, the Contractor or the coaches or third parties engaged by it, will not be liable for it in any way. The Coachee is responsible for his or her own safety at all times.

8. The Client indemnifies the Contractor against all claims (such as damages and legal claims) from third parties related to the execution of the Agreement between the Client and the Contractor, unless these claims result from serious shortcomings of the Contractor.

Article 13: Cancellation terms

1. In case of cancellation by the Client of Services such as coaching and other guidance programs within 2 working days before the start of the relevant activity, the Client owes 100% of the costs of the cancelled hours.

2. Cancellation of an in-company training:

2.1 Cancellation can be done free of charge up to four weeks before the start of the training. Only if specific training or educational materials have been developed, these will be charged.

2.2. From four weeks to two weeks before the start of the training, half of the fee for the training is due. Full fee is due if cancelled less than two weeks before the start of the training.

2.3. Rescheduling training dates can be done free of charge up to two weeks in advance. Converting physical training to online training is free of charge, unless extra sessions are needed.

3. The Client shall owe 100% of the total agreed principal sum if, even without cancelling, it does not make use of the Contractor's agreed Services.

4. The Contractor has the right to cancel a course, training, guidance or coaching program without reason, or to refuse participation of a Client or to refuse the Coachee designated by the Client. The Contractor has the right to terminate the Agreement in whole or in part or to temporarily suspend the performance of the Agreement, without being obliged to pay any compensation, except for work already performed.

Article 14: Termination of the Agreement

1. The Contractor is entitled to terminate the Agreement, with immediate effect, without judicial intervention, by means of a written notification to the Client, if the Client fails to pay the invoice sent by the Contractor, within 14 days of the written reminder.

2. Both the Client and the Contractor may terminate the Agreement with immediate effect by registered letter if the other party is placed in suspension of payment or has been declared bankrupt.

3. If, during the coaching process, the Coach suspects issues or conditions that do not fall within his or her field of work or expertise, he/she will inform the Coachee and, if desired, refer him/her to an expert. The consequences for the coaching process will be determined in close consultation.

Article 15. Personal data

By entering into an Agreement with the Contractor, the Contractor is granted permission for automatic processing of the personal data obtained from the Agreement. The Contractor will only use this personal data for its own activities.

Article 16: Applicable law to these terms and conditions

All Agreements and legal acts between the Client and the Contractor are subject to Dutch law.

