

## **Terms and Conditions**

### **Article 1. Definitions**

Terminology used in these Terms and Conditions is defined as follows:

Contracted Party:

The private individual or the legal entity by order of whom Coach Services is offering coaching, training or related activities under governed by these Terms and Conditions.

Client:

The private individual or the legal entity who has given the Contracted Party the assignment to perform coaching, training or related Services.

Coach:

The Coach, registered with NOBCO.

Coachee:

The private individual participating in a support programme in coaching, training or related activities.

Services:

All activities for which an assignment has been given, or ensuing from or are directly related to the assignment, all to be taken in the broadest sense of the word.

Agreement:

Each arrangement between the Client and the Contracted Party for the performance of Services by the Contracted Party for the benefit of the Client.

NOBCO:

De Stichting Nederlandse Orde van Beroeps Coaches (Foundation Dutch Order of Professional Coaches).

### **Article 2. Applicability of these Terms and Conditions**

1. These Terms and Conditions apply to all quotations and agreements in which Services are being offered or delivered by the Contracted Party within the scope of his profession.
2. These Terms and Conditions also apply to any agreement for the performance of which the Contracted Party will engage third parties.
3. Derogations from these Terms and Conditions are only valid if and to the extent that the Client and the Contracted Party have agreed to these in writing.

4. Any purchasing conditions or other terms and conditions used by the Client are not applicable, unless the Contracted Party has explicitly accepted these in writing.
5. In the event that one or more stipulations of these Terms and Conditions are void or declared invalid, all other stipulations of these Terms and Conditions remain fully applicable. The Client and the Contracted Party will then consult with each other to agree to a new stipulation as a replacement for the void and/or invalid stipulation, consistent with the objectives and the purpose of the original stipulation as much as possible.
6. These Terms and Conditions are also applicable to any additional assignments and ensuing assignments the Client may give.

### **Article 3. Applicable Rules and Regulations of Conduct**

1. The Contracted Party performs the Services in accordance with the "NOBCO Ethische Gedragscode" ("NOBCO Ethical Code of Conduct") or the professional Code of Conduct replacing it and considers himself bound to the Complaints Regulations of the NOBCO or the Rules of Professional Conduct and the Regulations on Discipline replacing these. The applicable Rules and Regulations of Conduct are to be found on NOBCO's website: [www.nobco.nl](http://www.nobco.nl).

### **Article 4. Quotations and conclusion of the Agreement**

1. All quotations made by the Contracted Party are free of engagement and stand for 30 days, unless stated otherwise. The Contracted Party is only bound to a quotation if its acceptance has been confirmed, without reservation or alteration, to the Contracted Party by the Client within the fixed period of validity.
2. Prices set 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 final sentence of sub section 1. The Client and the Contracted Party have also entered into an Agreement if the Contracted Party has confirmed an agreement between the Client and the Contracted Party in writing and the Client has not disputed the correctness of it in writing within ten working days, or – if that is a shorter period – before commencement of operations.

### **Article 5. Performance of the Agreement**

1. For the Contracted Party, each Agreement leads to an obligation to perform to the best of his abilities, with due precision and expertise, in accordance with the NOBCO standards and directions applicable at the time of the performance of the Agreement.
2. In all cases wherein the Contracted Party deems it useful or necessary, he has the right to engage third parties for the performance of operations or to have third parties assist him, in consultation with the Client.
3. The Client takes care that all information which the Contracted Party has indicated that they are necessary for the execution of the agreement, is provided correctly, completely and promptly. If the Client fails to promptly provide the required information, the Contracted Party has the right to suspend performance of the Agreement and to charge the Client for any extra costs relating to the suspension, in accordance with customary rates.
4. If a term has been agreed on for completion of certain operations by the Contracted Party, this is not to be regarded as a strict deadline, unless explicitly agreed otherwise. Consequently, if the agreed time limit is exceeded, this does not constitute an

attributable failure to comply on the part of the Contracted Party. Therefore, the Client cannot dissolve the Agreement and has no right to compensation. If the term is exceeded, the Client can, however, set a new reasonable time limit for performance, within which the Contracted Party is to perform the Agreement. If this new time limit is exceeded, this may give the Client grounds to dissolve the Agreement.

5. When the Contracted Party receives the order to fulfil an assignment or part of it in cooperation with a third party, the Client will determine everybody's tasks, in close consultation with all involved. The Contracted Party excludes joint and several liabilities, as well as any liability for the performance of the tasks of third parties and the operations related to these tasks.

## **Article 6. Confidentiality**

1. The Contracted Party may not disclose any confidential information provided by the Client or obtained otherwise during performance of the Agreement to third parties, except in case of any obligation imposed by law or by an authorised public body to disclose certain information. Information is deemed to be confidential if it has been qualified as such by the other party or if confidentiality is implied by the (private) nature of the information. The Contracted Party takes due care that a similar duty of confidentiality is imposed on any employees or third parties engaged by him in performance of an agreement.

2. Conversations, sessions and any other contacts in whatever form that take place between the Contracted Party and Coachee are deemed to be strictly confidential. The Contracted Party is not to disclose any information about the content or course of these to anybody, including the Client, unless the Coachee has explicitly given permission to do so.

## **Article 7. Intellectual Property Rights**

1. The Contracted Party is owner of the intellectual property rights pertaining to products that the Client and/or Coachee provided to the Contracted Party for performance of the contract, including, but not limited to, tests, readers, reports, models, exercise materials and computer programs.

2. The Client and/or Coachee may not use these products that are exclusively owned by the Contracted Party, for purposes other than performance of the Agreement, unless the Contracted Party has given his prior written consent and then only for the purpose of the assignment.

3. The Contracted Party has the right to use knowledge obtained in performance of the operations for other purposes, as long as no confidential information is disclosed to third parties and provided that it cannot be traced back to any individual Client and/or Coachee.

## **Article 8. Fees and Costs**

1. The Contracted Party's fee consists of a fixed amount, determined in advance, per Agreement or per provided Service and/or can be calculated based on rates per time unit that the Contracted Party has worked, unless agreed otherwise.

2. All fees are exclusive of Government taxes such as turnover tax/VAT and are also exclusive of travel expenses and other expenses made on behalf of the Client, including expense accounts of third parties engaged in the performance of the Agreement.

3. The Contracted Party may request a reasonable advance payment of fees from the Client in relation to expenses made on behalf of the Client. If the Contracted Party has requested a reasonable advance, he has the right to suspend the performance of services until the Client will have paid the advance to him or has provided security for payment.
4. The Contracted Party has the right to annually adjust the fees agreed on, in consultation with the Client, due to changes in the general price index and governmental regulations.

### **Article 9. Payment**

1. Payment is due within 14 days from date of invoice, by method of payment indicated by the Contracted Party. Payment will take place without deduction, adjustment or suspension for any reason whatsoever.
2. After 14 days from date of invoice, the Client is in default. The Client is liable to pay the Contracted Party interest for late payment on the payable amount equal to the statutory interest from the moment of default.
3. If there are several Clients, each Client is jointly and severally liable towards the Contracted Party for payment of the total sum of invoice in the event that the operations have been performed for the benefit of all these Clients.
4. Payments made by the Client will firstly serve to settle any accrued interest and costs, and secondly to settle the longest outstanding invoices, even if the Client states that the payment is intended to settle an invoice of a later date.

### **Article 10. Collection Costs**

In the event that the client is in default of full payment of the amounts indebted to the contracted party, the client is liable for extrajudicial costs and the following applies:

1. To the extent that the client did not act while practising a profession or business, the contracted party may claim an amount equal to the maximum legally permitted compensation of extrajudicial collection costs permitted by law, as determined in the (Dutch) Compensation for Extrajudicial collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten) and calculated in accordance with this Decree, to the extent – after the default took effect – that the unsettled amount has not been paid by the client if the client, being in default, fails to pay the unsettled amount within 14 days from the day after a reminder notice was sent to him.
2. To the extent that the client did act while practising a profession or business, the contracted party may claim compensation of the extrajudicial (collection)costs, which, in deviation from article 96, subsection 4 of Book 6 of the Dutch Civil Code, and the Compensation for Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten), are set at 15% of the total outstanding principal amount, with a minimum of EUR 75,00 for each unsettled or partially unsettled invoice.

### **Article 11. Liability**

1. The Contracted Party is only liable towards the Client and/or Coachee for any damage resulting from a serious failure to comply with the Agreement that is attributable to him.

This is the case if the Contracted Party fails to exercise due care in performing the Agreement or lacks professional competence.

2. In the event that the Contracted Party should be liable for any damage suffered by the Client and/or Coachee, his liability will be limited to the amount of indemnity payable for each accident under the Contracted Party's professional liability insurance, or any other liability insurances, to be increased by the Client's insurance deductible. The total amount will not exceed the maximum amount payable by the insurer. The Contracted Party will provide a copy of the insurance policy containing the conditions of the professional liability insurance upon request.

3. If, for whatever reason, no insurance payout takes place, liability of the Contracted Party towards the Client and/or Coachee will be limited to the fee for the assignment on which the liability is based, with a maximum amount of € 5.000,-.

4. The Contracted Party is not obliged to pay compensation for consequential damage suffered by Client and/or Coachee, including but not limited to consequential loss, loss of earnings and damage resulting from stagnation of business.

5. The Contracted Party will observe due care engaging third parties for employment (such as advisers, experts or service providers). The Contracted Party is not liable towards the Client and/or Coachee for any serious failures by these third parties. In such a case, the Client must file his liability claim against the third party engaged and recover any damage sustained from these third parties.

6. The Contracted Party is not liable for any damage suffered by the Client and/or Coachee, irrespective of its nature, resulting from of inaccurate and/or incomplete information provided by the Client, unless the Contracted Party should have been aware of these inaccuracies or incompleteness, or they should have been knowable to the Contracted Party.

7. The Contracted Party, or coaches and third parties he may engage, responsible for supporting coachees, are not to use or provide any means, methods, techniques or instructions, or create situations, that will limit or affect the Coachee's capability, or influence his capability negatively, while observing, analysing and judging imminent harm for the Coachee, in any shape, manner or form. If the Coachee should nevertheless sustain any harm, the Contracted Party, or coaches and third parties he may engage, will not in any way be liable.

8. The Client indemnifies the Contracted Party against any claims by third parties arising from the performance of the Agreement between Client and the Contracted Party, unless it concerns claims resulting from serious failure to perform by the Contracted Party.

9. Any claims against the Contracted Party by the Client and/or Coachee must be filed within 1 year from ascertaining the damage, after which the legal claim will be expired.

## **Article 12. Terms of Cancellation**

1. Cancellation by the Client is to be done by registered post.

2. If cancellation of training sessions and related operations by the Client takes place within 5 working days prior to commencement of the activities concerned, the Client is to pay 100% of the costs of the cancelled hours or of the agreed total sum. If this cancellation takes place more than 5 working days prior to commencement of the activities, the Client will be obliged to pay 50% of the costs of the cancelled hours or of the agreed total sum.

3. If cancellation of coaching and other support programmes by the Client takes place within 24 hours prior to commencement of the activities concerned, the Client will be obliged to pay 100% of the costs of the cancelled hours and/or of the agreed total sum;

if cancellation takes place between 24 and 48 hours prior to commencement of activities he will be obliged to pay 50% of these and if cancellation takes place earlier than 48 hours prior to commencement of these activities he will be obliged to pay 25% of these at the maximum.

4. The Client will be liable to pay 100% of the agreed total sum if he, even without cancellation, does not use the services of the Contracted Party agreed on.

### **Article 13. Termination of the Agreement**

1. The Contracted Party will have the right to immediately terminate the Agreement without the need for judicial intervention, by written notice of termination sent by registered post to the Client if the latter remains in default as to paying the invoice sent by the Contracted Party, within 14 days of the written final notice for payment.

2. The Contracted Party will have the right to immediately terminate the Agreement, without legal intervention, by written notice of termination sent by registered post to the Client if any contractual obligation is still not fulfilled or not fulfilled adequately within 14 days of the written final notice to comply.

3. The Client as well as the Contracted Party may immediately terminate the Agreement by means of a notice sent by registered post if the other party has been granted suspension of payment or has become bankrupt.

### **Article 14. Settlement of a dispute**

1. Dutch Law is applicable to all agreements between the Client and the Contracted Party.

2. If the Contracted Party and the Client and/or Coachee are in a dispute resulting from the agreement, they have the obligation to first strive to settle this dispute and, if they do not succeed, make use of mediation.

3. If mutual consultation and/or mediation do not lead to a settlement of the dispute, the court in the jurisdiction of which the Contracted Party has his place of business has exclusive authority to hear the case.

**Drawn up in [Your City], the Netherlands, on [Date] and registered with the Chamber of Commerce, [City/Region], the Netherlands, under number [number].**