

## General terms and conditions CoachingDeli

### 1. Definitions

1. In these general terms and conditions, the following definitions apply:
  - 1.1 **Contractor:** Bianca Thomas, carrying on coach under the trading name *CoachingDeli*.
  - 1.2 **CD:** The professional who operates under the name of CoachingDeli.
  - 1.3 **Client:** The legal entity taking the services of the Contractor and that issues the assignment.
  - 1.4 **Parties:** The Contractor and the Customer
  - 1.4 **Sponsor:** Where the Customer is a company or other organization that has sponsored a nominated individual executive or employee as the client to receive the coaching and/or training services of the Contractor (e.g., under an executive coaching engagement), that nominated individual.
  - 1.5 **Services:** All services provided by the Contractor in connection with the activities of CoachingDeli, including coaching, training, and the giving and organizing of workshops, retreats and courses.
  - 1.6 **Offer:** A quotation or engagement letter setting out the Services to be provided and indicating the applicable terms and conditions and price.
  - 1.7 **Agreement:** The agreements between the client and CoachingDeli.

### 2. Applicability of General Terms and Conditions

- 2.1 These conditions apply to every offer and every agreement between the CD and the Client/Sponsor to which the parties have declared these conditions applicable, insofar as the parties have not deviated from these conditions expressly and in writing.
- 2.2 The present terms and conditions also apply to all agreements with the CD for the implementation of which third parties must be involved.
- 2.3 The Client/Sponsor is deemed to be aware of these general terms and conditions and to accept them without reservation by the written acceptance of the Offer from the Contractor/CD, or by signing the agreement to take Services from the Contractor/CD.

### 3. Offers, Prices and Invoices

- 3.1 The quotations made by CD are without obligation; they are valid for 30 days, unless stated otherwise. CD is only bound by the offers if their acceptance is confirmed in writing by the other party within 30 days.
- 3.2 The Client/Sponsor has a reflection period of 14 days. This means that the Client/Sponsor can withdraw a signed order confirmation (quotation) within 14 days, without additional costs.
- 3.3 The prices in the quotations mentioned are exclusive of VAT, unless stated otherwise, and other costs that are not included in the agreement (e.g. travel costs, costs of third parties). Any Services falling outside the Offer are qualified as 'extra work' which CD can invoice above the agreed price.
- 3.4 The price is due as soon as the agreement has been concluded and CD has issued an invoice. Invoices are payable by bank transfer within 14 days of the invoice date.
- 3.5 Offers are based on the information available at the CD and/or its associate(s).

### 4. Assignments and Cancellation

4. A quotation becomes an assignment as soon as the quotation has been confirmed.
  - 4.1 An agreement with the Contractor/CD is concluded when the Client/Sponsor signs the Offer and returns it via any channel, or signs the agreement to take Services from the Contractor.
  - 4.2 The agreement is entered into for an indefinite period of time unless the parties explicitly agree otherwise in writing.
  - 4.3 A. If an assignment, or part thereof, is withdrawn within 24 hours before the start of its execution, the Client/Sponsor will be charged 100% of the time and costs reserved for the execution.
  - 4.4 B. If an assignment, or part thereof, is withdrawn within two days (48 hours) before the start of its execution, the Client/Sponsor will be charged 50% of the time and costs reserved for the execution.
  - 4.5 C. If an assignment, or part thereof, is withdrawn within one week before the start of its execution, the preparatory work that was necessary for the execution of the assignment will be charged to the Client/Sponsor.

### 5. Implementation of Agreement for Guidance

- 5.1 The CD will execute the agreement in accordance with the guidelines and rules of conduct of the International Coaching Federation (ICF) and German Association of Professional Coaches and Trainers (dvct e.V.) and to the best of its knowledge, ability and in accordance with the requirements of good workmanship. The Contractor undertakes to perform the Services with the greatest care, professional competence and to the best of her ability. The services provided by the Contractor are an obligation of effort and not an obligation of result.
- 5.2 In view of the nature of the Services, the Contractor cannot give any guarantees with regard to the (often personal) end results. More specifically, the Contractor cannot guarantee that the participation of the Client or Sponsor will lead to

them achieving the desired goals or improvements, or the desired level of personal, financial or professional success.

5.3 If and insofar as required for the proper execution of the agreement, CD has the right to have certain activities performed by third parties. This will always be done in consultation with the client.

5.4 The Client/Sponsor will ensure that all information of which CD indicates that it is necessary or of which the Client/Sponsor should reasonably understand that it is necessary for the performance of the agreement is provided to CD in a timely manner. If the information required for the execution of the agreement has not been provided to CD on time, CD has the right to suspend the execution of the agreement and/or to charge the additional costs resulting from the delay to the Client/Sponsor according to the usual rates.

5.5 The Contractor/CD is not liable for damage, of whatever nature, due to the fact that CD has assumed incorrect and/or incomplete information provided by the Client/Sponsor, unless it should have been aware of this inaccuracy or incompleteness.

5.6 Agreements concluded with CD lead to an obligation to perform to the best of its ability, not to an obligation to achieve a result. CD will observe the care of a good Contractor as referred to in Article 7:401 of the Dutch Civil Code.

## **6. Acknowledgement by the Client**

6.1 The Customer acknowledges that the Contractor/CD cannot give any guarantees with regard to the end result and cannot obtain a refund of the price in the event of dissatisfaction with the end result, except in the case of proven error on the part of the Contractor/CD.

6.2 The Customer acknowledges that the Services provided by the Contractor/CD do not involve the diagnosis or treatment of mental disorders and that coaching is not a substitute for counseling, psychotherapy or other mental health care and treatments.

## **7. Suspension and termination options**

7.1 If an invoice is not paid on time, CD reserves the right to suspend the performance of the Services, after simple notification, until the invoice has been paid. CD does not owe any compensation for this and CD determines when CD can provide the services again.

7.2 CD has the right to dissolve the agreement if circumstances arise on the part of the Customer or Sponsor that make further cooperation impossible or if CD is of the opinion that no favorable result can be achieved as a result of a lack of input/commitment on the part of the Customer and/or Sponsor.

7.3 If CD proceeds to suspension and/or dissolution in accordance with Article 7.1 or 7.2, CD is in no way obliged to compensate for any damage or costs to the Customer and/or the Sponsor.

## **8. Amendments to Agreement**

8.1 If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in good time and in mutual consultation.

8.2 If the parties agree that the agreement will be amended or supplemented, the time of completion of the performance may be affected. CD will inform the client of this as soon as possible.

8.3 If the change or addition to the agreement has financial and / or qualitative consequences, CD will inform the client about this in advance.

8.4 If a fixed fee has been agreed, CD will indicate to what extent the change or supplement to the agreement will result in this fee being exceeded.

8.5 Contrary to paragraph 3, CD will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to it.

## **9. Confidentiality**

9.1 The parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement.

9.2 The assignment will not be referred to externally by the CD without the Client's/Sponsor's consent.

9.3 Consistent with the guidelines of the International Coaching Federation (ICF): This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent. Confidential information does not include information that:

- (a) was in the Coach's possession prior to its being furnished by the Client;
- (b) is generally known to the public or in the Client's industry;
- (c) is obtained by the Coach from a third party, without breach of any obligation to the Client;

- (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or
- (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose;
- (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and
- (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

Release of Information (Optional, based upon specific situation): The Coach engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by ICF. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with ICF staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared. According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

## 10. Intellectual Property

10.1 Without prejudice to the provisions of article 8 of these terms and conditions, the CD reserves the rights and powers it is entitled to under the Copyright Act.

10.2 All documents provided by CD, such as exercises, tests, reports, assessments, sketches, drawings, software, etc., are exclusively intended to be used by the client and may not be reproduced by him without the prior consent of CD, made, or brought to the attention of third parties.

10.3 CD also reserves the right to use the knowledge gained through the execution of the work for other purposes, insofar as no confidential information is disclosed to third parties.

## 11. Cancellation Policy

11.1 Both parties can 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 1 month.

## 12. Dissolution of Agreement

12.1 The claims of CD against the client are immediately due and payable in the following cases:

§ if after the conclusion of the agreement, the CD becomes aware of circumstances that give the contractor good reason to fear that the client will not fulfill its obligations;

§ if the CD has asked the client to provide security for compliance when concluding the agreement and this security is not provided or is insufficient.

12.2 In the aforementioned cases, CD is entitled to suspend the further execution of the agreement or to proceed to dissolve the agreement, all this without prejudice to the right of the contractor to claim compensation.

## 13. Defects, Complaint Periods

13.1 Complaints about the work performed must be reported to CD in writing by the client within 8 days after discovery, but no later than 14 days after completion of the work in question.

13.2 CD will confirm this within 14 days after receipt of the complaint, stating the contact person. Furthermore, the complaint will be dealt with as quickly as possible and will be treated in confidence.

13.3 If a complaint is well-founded, CD will still perform the work as agreed; unless this has meanwhile become demonstrably pointless for the client. The latter must be made known in writing by the client.

13.4 If it is no longer possible or useful to provide the agreed services as yet, CD will only be liable within the limits of Article 17.

13.5 In case of disputes, the complainant can turn to the independent complaints committee of the International Coaching Federation (ICF, [www.coachingfederation.org](http://www.coachingfederation.org)). CoachingDeli submits to their complaints procedure.

## 14. Fee

14.1 A. Paragraphs 2, 5 and 6 of this article apply to offers and agreements in which a fixed fee is offered or agreed.

14.1 B. If no fixed fee is agreed, paragraphs 3 to 6 of this article apply.

14.2 The parties can agree on a fixed fee when the agreement is concluded. The fixed fee is exclusive of VAT.

14.3 If no fixed fee is agreed, the fee will be determined on the basis of the hours actually spent. The fee is calculated according to CD's usual hourly rates, applicable for the period in which the work is performed, unless a deviating hourly rate has been agreed.

14.4 Any cost estimates are exclusive of VAT.

14.5 The costs due will be charged monthly.

14.6 If CD agrees on a fixed fee or hourly rate with the client, CD is nevertheless entitled to increase this fee or rate. The

CD may pass on price increases if the contractor can demonstrate that significant price changes have occurred between the time of the offer and delivery in respect of, for example, wages and/or comparable market rates.

## 15. Payments

15.1 Payment must be made within 14 days of the invoice date, in a manner to be indicated by the contractor and in the currency in which the invoice is made, unless otherwise agreed.

15.2 After the expiry of 14 days after the invoice date, the client is in default; from the moment of default, the client owes interest of 1% per month on the amount due.

15.3 In the event of liquidation, bankruptcy or suspension of payment of the client, the claims of the CD and the obligations of the client towards the contractor will be immediately due and payable.

15.4 Payments made by the client always serve to settle in the first place all interest and costs owed, in the second place of due and payable invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.

15.5 In the case of reimbursement of amounts credited by CD, a payment term of a maximum of 30 days will be applied.

## 16. Collection Costs

16.1 If the client is in default or fails to fulfill one or more of its obligations, all reasonable costs incurred in obtaining settlement out of court will be for the account of the client. In any case, the client owes:

- on the first	Euro 3,000	15%
- on the excess up to	Euro 6,000	10%
- on the excess up to	Euro 15,000	8%
- on the excess up to	Euro 60,000	5%
- on the excess above		3%

16.2 If CD demonstrates that it has incurred higher costs, which were reasonably necessary, these will also qualify for reimbursement.

## 17. Liability

If CD is liable, that liability is limited as follows:

17.1 CD's liability is limited to the invoice value of the order, or at least that part of the order to which the liability relates.

17.2 Contrary to the provisions of paragraph 1 of this article above, in the case of an assignment with a duration longer than six months, the liability is further limited to the invoice amount due over the last six months.

17.3 The limitations of liability included in these terms and conditions do not apply if the damage is due to intent or gross negligence on the part of CD or its subordinates.

17.4 CD is never liable for consequential damage.

17.5 Liability of the Client/Sponsor:

The Client and/or Participant is responsible for the correctness, timeliness, reliability and completeness of all data, information and documents that they provide to the Contractor.

A. The Client/Sponsor indemnifies the Contractor against all claims from third parties for compensation of damage, insofar as this damage is for the account of the Client/Sponsor under these general terms and conditions and/or the agreement. The Client/Sponsor indemnifies the Contractor against liability claims from Sponsors related to the Services and/or materials provided by the Contractor.

B. The Client/Sponsor may not transfer its contractual rights and obligations, unless with the prior written consent of the Contractor. The Client/Sponsor remains jointly and severally liable for all obligations with regard to the Contractor, even if the transfer is valid.

## 18. Force Majeure

18.1 In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this regard in law and jurisprudence, all external causes, foreseen or unforeseen, on which CD cannot exert influence, but as a result of which CD is unable to fulfill its obligations. come. This includes strikes in the company of CD.

18.2 CD also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after CD should have fulfilled its obligation.

18.3 During force majeure, CD's obligations are suspended. If the period in which fulfillment of the obligations by CD is not possible due to force majeure lasts longer than 2 months, both parties are entitled to dissolve the agreement without there being an obligation to pay compensation in that case.

18.4 If the CD has already partially fulfilled its obligations upon the commencement of the force majeure, or can only partially fulfill its obligations, it is entitled to separately invoice the already executed or executable part and the client is obliged to pay this invoice as if it concerned a separate contract. However, this does not apply if the already performed or executable part has no independent value.

## **19. Processing of Data**

19.1 CD, responsible within the meaning of the Wbp (Wet bescherming persoonsgegevens), is responsible for and entitled to (digitally) process the personal data, which are collected in the context of the services referred to in these general terms and conditions, or at least subject it to its direct authority. processed and ensures that any processors comply with applicable laws and regulations.

19.2 CD only provides data to executing professionals if an agreement of confidentiality has been signed with this and only in the context of the execution of an assignment. The foregoing does not affect the fact that data can sometimes be traced back to an individual person by consulting public registers and social media.

19.3 CD refers to her EU General Data Protection Regulations 2016/679 (GDPR) policy and guidelines attached to the agreement.

## **20. Complaints and Dispute Settlement**

20.1 The Customer and/or the Sponsor are obliged to report and motivate in writing any complaints immediately, but no later than 14 calendar days after delivery of the service, failing which the Customer and/or Sponsor will be deemed to have agreed with the delivered service and to have renounced all rights and powers that are available to the Customer on the basis of the law and/or agreement.

20.2 The Contractor undertakes to treat every such complaint accurately and confidentially. Complaints have to be sent via e-mail to [info@coachingdeli.com](mailto:info@coachingdeli.com).

20.3 The CD and the client agree to handle disputes in accordance with the International Coaching Federation (ICF) complaints procedure.

20.4 If no settlement is reached in accordance with this arrangement, disputes arising from this agreement, or further agreements thereof, or legal relationships arising therefrom, will be submitted to the court (rechtbank) in 's-Hertogenbosch in the first instance, to the exclusion of others.

## **21. Applicable Law**

21.1 Dutch law applies to every agreement between the contractor and the client.

21.2 The nullification or voidability of any provision of this agreement does not affect the validity of the other.

21.3 All disputes arising from or related to the Agreement and all obligations arising from it, if they cannot be settled mutually after reasonable consultation, will in the first instance be settled by the 's-Hertogenbosch District Court.

## **22. Changes to the conditions**

The version that applied at the time of the realization of this assignment is always applicable.

CoachingDeli, Spinnerstraat 16, 5683MK Best, The Netherlands

[www.coachindeli.com](http://www.coachindeli.com)

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