

## **Clause 1: Definitions**

In these general terms and conditions the following terms are defined as follows:

Contractor:

Coacholution, established in Zwolle, The Netherlands, and listed in the Commercial Register of the Chamber of Commerce in Zwolle under number 55467601.

Commissioning Party:

The natural person or legal entity having assigned the Contractor to carry out Services.

Client:

The natural person participating in a counselling process in the area of advice, coaching, training or related activities.

Services:

All activities for which an assignment has been given, whether resulting from, or directly related with the assignment, all this in the broadest sense.

Agreement:

Any agreement between the Commissioning Party and the Contractor to carry out Services by the Contractor for the Commissioning Party.

ICF:

International Coach Federation.

## **Clause 2: Applicability of these terms and conditions**

1. These general terms and conditions are applicable to all offers and agreements in which the Contractor offers or supplies Services.
2. These general terms and conditions are also applicable to each Agreement in which third parties are called in by the Contractor for the carrying out of Services.
3. Deviations from these general terms and conditions are only applicable, if and insofar as they have been agreed in writing between the Commissioning Party and the Contractor.
4. Any purchase conditions or other general terms and conditions of the Commissioning Party are not applicable, unless the Contractor has explicitly accepted this in writing.
5. If one or more provisions of these general terms and conditions turn out to be void or are declared void, the remaining provisions of these general terms and conditions will remain fully applicable. The Commissioning Party and the Contractor will then consult with one another to agree on a new provision to replace the void provision or the provision that has been declared, as much as possible in accordance with the objective and purport of the original provision.
6. These general terms and conditions are also applicable to additional assignments and subsequent assignments from the Commissioning Party.

## **Clause 3: Applicable rules of conduct and regulations**

1. The Contractor carries out Services in the area of coaching or related activities in accordance with the "ICF Code of Ethics" or the rules of professional practice replacing the above and considers itself bound to the complaints regulations of the ICF or the rules of professional practice or disciplinary rules replacing the above. The applicable rules of conduct and regulations are stated on the website of the ICF ([www.coachfederation.org](http://www.coachfederation.org)).

## **Clause 4: Offers and formation of the Agreement**

1. All offers made by the Contractor are without obligation and are valid for a period of 30 days, unless otherwise indicated. The Contractor is only bound to the offer if the acceptance of the offer by the Commissioning Party has been confirmed to the Contractor within the period of validity set without reservation or changes.
2. The prices in the offers are in euros and exclusive of VAT unless otherwise indicated.
3. The Agreement is concluded by acceptance of the offer by the Commissioning Party as referred to in the last

## GENERAL TERMS AND CONDITIONS

sentence of paragraph The Commissioning Party and the Contractor have also concluded an Agreement if the Contractor has confirmed in writing an agreement made between the Commissioning Party and the Contractor and the Commissioning Party has not contested the correctness of it in writing within ten working days or – if this period is shorter – before the commencement of the activities.

### **Clause 5: Performance of the Agreement**

1. Each Agreement results in an obligation to use best endeavours for the Contractor whereby the Contractor is held to perform its obligations to the best of its abilities, with due care and the necessary professionalism. For Services in the area of coaching or related activities this entails that the work is to be performed in accordance with the standards and guidelines of the ICF as these apply at the time of the performance of the Agreement.
2. In all cases in which the Contractor considers it useful or necessary, it is entitled – in consultation with the Commissioning Party – to have certain activities carried out by third parties or to have itself assisted by third parties.
3. The Commissioning Party ensures that all information the Contractor designates as necessary for the performance of the agreement is properly, fully and timely provided to the Contractor. If the information necessary for the performance of the Agreement has not been timely provided to the Contractor, the Contractor is entitled to suspend the performance of the Agreement and/or to charge the extra costs resulting from the delay in accordance with the usual rates to the Commissioning Party.
4. If a specific period of time has been agreed for the completion of certain activities by the Contractor, this does not constitute a strict deadline, unless explicitly otherwise agreed. If the agreed term is exceeded this therefore does not constitute an attributable breach of the Contractor. The Commissioning Party cannot dissolve the Agreement for this reason and is not entitled to damages. However, in the event the agreed term is exceeded, the Commissioning Party can set a new, reasonable term within which the Contractor is to carry out the agreement. If this new term is exceeded, this can be a ground for the Commissioning Party to dissolve the Agreement.
5. When the Contractor is given the assignment to carry out an assignment or part of an assignment in collaboration with a third party, the Commissioning Party will determine in consultation with all the parties involved what each party's task is. The Contractor does not accept joint and several liability, nor liability for the performance of the task and the relating activities of the third party.
6. The Commissioning Party explicitly declares that neither this agreement, nor the relationship arising from the carrying out of the activities by the Contractor in the context of this agreement, constitute an employment agreement and that both as far as labour law and social insurance law are concerned fully mutual noncommitment and a lack of subordination are involved.
7. The Commissioning Party is aware that the Contractor also carries out other activities and in this context can accept assignments from other Commissioning Parties. Therefore the Commissioning Party cannot lay claim to exclusivity of the services of the Contractor and/or to the exclusive availability of the Contractor for the Commissioning Party.

### **Clause 6: Confidentiality**

1. Except for an obligation based on the law or from a competent government institution or a professional rule that obliges the disclosure of certain information, the Contractor is obliged to observe confidentiality towards third parties of all confidential information obtained in the context of the Agreement from the Commissioning Party or from another source. Information is considered confidential if this has been declared as such by the Commissioning Party or if this follows from the nature of the information. The Contractor assures that this obligation is also imposed on any employees or third parties called in by it in the course of an assignment.
2. Interviews, sessions and other contacts which take place between the Contractor and the Client in any form, are considered as strictly confidential. The Contractor shall thus not give any information to anyone, nor to the Commissioning Party, on the contents and the course of these contacts unless the Client has given express permission for this.

### **Clause 7: Use of the internet**

1. Both the Commissioning Party and/or the Client and the Contractor can make use of electronic mail and other internet applications for the communication and information exchange between one another.
2. The Commissioning Party and/or Client and Contractor acknowledge that the use of electronic mail and other internet applications involve risks, including but not limited to breach of confidentiality, distortion, slowdown

## GENERAL TERMS AND CONDITIONS

- and infection with a computer virus.
3. Both the Commissioning Party and/or the Client and the Contractor will do or refrain from doing everything that may reasonably be expected from them to prevent the occurrence of the risks referred to in the previous paragraph.
  4. The Commissioning Party and/or the Client and the Contractor hereby establish towards one another not to be liable for damage possibly occurring at one or all of them due to the use of electronic mail and other internet applications.
  5. In case of doubt about the correctness of information received by the Commissioning Party and/or the Client and the Contractor via electronic mail or other internet applications, the information sent by the sender is decisive.

### **Clause 8: Intellectual property**

1. The copyright of advice given by the Contractor or of documents otherwise drawn up in the context of the assignment belongs to the Contractor. The Commissioning Party will be granted an exclusive right of use. Without the explicit written permission of the Contractor, the Commissioning Party will not publish any data, parts of texts or summaries of the afore-mentioned documents, nor place these on the internet or multiply these in any way or share these in any way with third parties.
2. The Contractor is the party entitled to the intellectual property rights with regard to the products granted by it to the Commissioning Party and/or the Client – in the context of the Agreement – or used by it – in the context of this Agreement – including, without being limited to, tests, readers, reports, models, practice materials and computer programs.
3. Without the explicit written permission of the Contractor, the Commissioning Party and/or the Client are not allowed to use these products with respect to which the Contractor is the party entitled to the intellectual property rights, other than for the purpose of this assignment.
4. The Contractor is entitled to use the knowledge acquired for the performance of the activities for other purposes, in so far as no confidential information is made known to third parties and on the condition it cannot be converted into individual Commissioning Parties and/or the Client.

### **Clause 9: Fee and costs**

1. Unless explicitly agreed upon otherwise, the fee of the Contractor consists of either (i) a fixed sum determined in advance per Agreement and/or Service Rendered, or (ii) it can be calculated on the basis of rates per unit of time worked by the Contractor.
2. Unless explicitly otherwise agreed, the Commissioning Party owes the Contractor a compensation for the time spent by the Contractor in travelling for the purpose of the Services agreed upon, including, but not limited to, trips made for meetings with the Commissioning Party and/or the Client. This compensation is not included in the fee but is included in the offer separately.
3. All fees and compensations are exclusive of levies by the government, such as Value Added Tax (VAT) as well as exclusive of costs for transport and accommodation and other expenses incurred for the purpose of the Services agreed upon, including, but not limited to, expense claims of third parties called in.
4. The Contractor can request the Commissioning Party to make an advance payment amounting to all or a part of the fees the Commissioning Party owes or will owe and/or expenses to be incurred on behalf of the Commissioning Party. If it has been asked to make an advance payment, the Contractor will be entitled to suspend the performance of the activities until the moment that the Commissioning Party has made the advance payment to the Contractor or has furnished security to that end.
5. The Contractor reserves the right to annually adjust the fees agreed upon, in consultation with the Commissioning Party, as a result of amendments of the general price index and as a result of measures imposed by the government.

### **Clause 10: Payment**

1. Payment has to be made within 14 days of the invoice date in a way to be stated by the Contractor. Payment will be effected without any deductions, settlements or suspensions on whatever basis.
2. After 2 weeks have lapsed as from the invoice date, the Commissioning Party will be in default. As from the moment of the default, the Commissioning Party will owe the Contractor a default interest on the due and payable sum equal to legal interest.
3. In the event there is more than one Commissioning Party, each Commissioning Party will be jointly and severally

## GENERAL TERMS AND CONDITIONS

liable towards the Contractor for the payment of the total invoice sum if the activities have been performed on behalf of all these Commissioning Parties.

4. Payments made by the Commissioning Party always serve in the first place to pay all due and payable interest and costs and in the second place the oldest due and payable invoices, even if the Commissioning Party informs that the payment refers to a newer invoice.

### **Clause 11: Collection costs**

1. If the Contractor takes collection measures towards the Commissioning Party that is in default, the costs made in connection with this collection will be borne by the Commissioning Party, which costs are fixed at no less than 15% of the due and payable invoices. These costs include the costs of debt-collecting agencies, enforcement agents and/or lawyers.

### **Clause 12: Liability**

1. The Contractor is solely liable towards the Commissioning Party and/or the Client for damage arising from a serious imputable failure in the compliance with the Agreement. This is the case when the Contractor does not exercise due care and expertise in the performance of the Agreement.
2. If the Contractor is held to be liable for damage suffered by the Commissioning Party and/or the Client, its liability is limited to the amount to be paid, as the case may be, under the professional liability insurance or any other liability insurance taken out by the Contractor, increased by the excess applicable to the Commissioning Party, whereby the total of these sums is limited to the maximum sum of the insurance. A copy of the insurance policy with the terms and conditions of the professional liability insurance will be sent by the Contractor at request.
3. If, for whatever reason, the insurance company does not pay, the liability of the Contractor towards the Commissioning Party and/or the Client will be limited to the fee of the assignment to which the liability applies with a maximum of €5,000 (five thousand euro).
4. The Contractor is not held to compensate any consequential damage suffered by the Commissioning Party and/or the Client, including, without being limited to, loss of profit and damage due to business interruption.
5. The Contractor will exercise due care when calling in third parties not employed by its organisation (such as consultants, experts or service providers). The Contractor is not liable for serious shortcomings towards the Commissioning Party and/or the Client or for any faults or shortcomings of these third parties. In such event, the Commissioning Party itself is held to hold liable the third parties called in and to recover any damage suffered from these third parties.
6. The Contractor is not liable for damage suffered by the Commissioning Party and/or the Client, regardless of the nature of the damage, if the Contractor has taken as a basis incorrect and/or incomplete data furnished by the Commissioning Party, unless this incorrectness or incompleteness was or should have been obvious to the Contractor.
7. The Contractor or coaches or third parties to be called in by it, who are charged with assisting the Client, will not give or use means, methods, techniques or instructions or let situations arise that limit or affect the Client's powers of observing, analysing and assessing any injury threatening the Client, in whatever form. Should the Client sustain any injury, the Contractor and/or the coaches or third parties to be called in by it, is not liable for it in any way.
8. The Commissioning Party safeguards the Contractor against all claims (such as damage and legal claims) of third parties that are connected with the performance of the Agreement between the Commissioning Party and the Contractor, unless these are claims arising from serious shortcomings of the Contractor.
9. If the Commissioning Party and/or the Client has not instituted proceedings on the basis of a claim against the Contractor within 1 year after the discovery of the damage, these proceedings will be invalid after the lapse of that year.
10. Advice given by the Contractor outside the context of the Assignment is given to its best judgment but without any obligation and cannot lead to any liability of the Contractor towards Commissioning Party.

### **Clause 13: Cancelling terms and conditions**

1. Cancellation by the Commissioning Party and/or the Client has to be effected in writing.
2. Assignments with a duration of more than 2 consecutive weeks and that take more than 25% per week of the time available to the Contractor, to incidental training sessions of one or more days or corresponding activities, can be terminated by both the Commissioning Party and the Contractor taking into account a period of one

## GENERAL TERMS AND CONDITIONS

month without either party being held to pay damages and regardless the entitlement of the Contractor to remunerations, reimbursements and expenses due by the Commissioning Party to the Contractor till the moment of termination.

3. In the event of cancellation by the Commissioning Party and/or the Client of activities in the fields of advice, coaching or corresponding activities less than 24 hours before the commencement of said activities, the Commissioning Party owes 100% of the costs of the hours cancelled and/or the main sum agreed upon; between 24 and 48 hours before the commencement of the activities 50% of these costs; and in the event of cancellation at least 48 hours before the commencement of these activities no more than 25%.
4. The Commissioning Party owes 100% of the total main sum agreed upon, if it and/or the Client, do not use, also without cancelling, the Services agreed upon of the Party Accepting the Agreement.
5. If the Commissioning Party and/or the Client cancel the Services agreed upon of the Contractor or do not use these, also without cancelling, the Commissioning Party is also held to compensate the expenses connected with these Services, including, without being limited to, the costs for transport and accommodation of the Contractor as well as the expense claims of third parties called in.

### **Clause 14: Termination of the Agreement**

1. The Contractor is entitled to terminate the Agreement, without judicial intervention, by way of a registered written notice to that end to the Commissioning Party, if the Commissioning Party remains in default in the payment of the invoice dispatched by the Contractor within 2 weeks after a notice in writing.
2. The Contractor is entitled to terminate the Agreement, with immediate effect and without judicial intervention, by way of a registered written notice to that end to the Commissioning Party, if any obligation arising from this Agreement has not or not properly been complied with within 2 weeks after a notice in writing Both the Commissioning Party and the Contractor can terminate the Agreement with immediate effect by way of a registered written notice, if the other party has suspended its payments or has been declared bankrupt.

### **Clause 15: Force majeure**

1. If the Contractor cannot comply with its obligations towards the Commissioning Party as a result of a non-attributable shortcoming (force majeure), the compliance with these obligations will be suspended for the duration of the force majeure situation.
2. Force majeure is intended to mean each circumstance independent of the control of the Contractor, as a result of which the compliance of said Party's obligations towards the Commissioning Party is partially or entirely prevented or as a result of which the compliance with these obligations cannot be demanded in reasonableness from the Contractor, irrespective of whether this circumstance was foreseeable at the time of the conclusion of the agreement. More in particular, force majeure is intended to mean delays in (air) traffic and any illness of the Contractor.
3. If the force majeure situation takes longer than two months, both parties will be entitled to partially or entirely dissolve the agreement.
4. In case of force majeure, the Commissioning Party will not be entitled to any compensation or damages.
5. The Contractor will inform the Commissioning Party of a (threatening) force majeure situation as soon as possible.
6. Insofar as the Contractor has partially complied with its obligations arising from the agreement at the time of the commencement of the force majeure or will be able to comply with these and the part complied with or to be complied with has an independent value, the Contractor will be entitled to invoice the part complied with or to be complied with. The Commissioning Party will be held to pay this invoice as if it were a separate agreement.

### **Clause 16: Settlement of disputes**

1. All Agreements and legal acts between the Commissioning Party and the Contractor are governed by Dutch law.
2. If the Contractor and the Commissioning Party and/or the Client have a dispute arising from this Agreement, they are held first to attempt to settle it in consultation and, if this fails, to use mediation.
3. If consultation and/or mediation do not lead to a settlement of the dispute, the court competent to hear the case in which district the Contractor has its offices is exclusively competent to hear the dispute.