

# General terms and conditions

If you collect personal data with your website, then you are obliged to describe in the privacy statement how you collect personal data and what you use them for. Think of first names, last names, email addresses and other personal information that you receive through a login or payment option, but also through a blog with comment option, newsletter registration or contact form.

## GENERAL TERMS AND CONDITIONS Joan's Vitality Solutions

### Article 1: Definitions

#### Contractor:

The Trainer/Coach, Joan Hoexum, who offers services in the field of training, coaching or related activities under the application of these general terms and conditions.

#### Client:

The natural or legal person who has commissioned the Engaged Firm to provide services or who is purchasing services in the field of training, coaching or related work. The Client as a natural person means the participant in training, coaching or workshop programmes (Trainee/Coachee).

#### Trainer/Coach:

The Trainer/Coach, Joan Hoexum.

#### Trainee/Coachee:

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

#### Services:

All work commissioned or resulting from or directly related to the assignment, all in the broadest sense.

#### Agreement:

Every agreement between the Principal and the Contractor for the provision of services by the Contractor for the Principal.

## ARTICLE 2: Applicability of these terms and conditions

1. These general terms and conditions shall apply to all offers and Agreements under which services are offered or provided by the Contractor in the context of its profession.
2. These general terms and conditions shall also apply to any Agreement for the performance of which the Contractor engages third parties.
3. Deviations from these general terms and conditions will only be valid if and insofar as they have been agreed in writing between the Client and the Contracted Party.
4. Any general terms and conditions of purchase or other general terms and conditions of the Client are not applicable, unless the Contracted Party 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 will remain fully applicable. The Client and the Contracted Party will then consult to agree on a new provision to replace the void or voided provision, as much as possible in accordance with the purpose and tenor of the original provision.

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

#### Article 3: Applicable rules of conduct and regulations

1. The Contractor shall perform its services, insofar as they involve training, coaching or related work, in accordance with the code of conduct of The Society of NLP or Richard Bandler.

#### Article 4: Offers and formation of the Agreement

1. All offers made by the Supplier are without obligation and valid for 30 days, unless otherwise indicated. Octrooibureau Novopatent shall only be bound by an offer if its acceptance by the Client is confirmed to Octrooibureau Novopatent within the stipulated period of validity without any reservation or change.

2. The prices given in the offers are exclusive of VAT, unless explicitly stated otherwise.

3. The Agreement is concluded by the Client's acceptance of the offer as referred to in the final sentence of paragraph 1. The Client and the Contracted Party have also concluded an Agreement if the Contracted Party confirms an agreement made between the Client and the Contracted Party in writing and the Client does not dispute the correctness of this in writing within ten working days or - if this period is shorter - before the start of the work.

#### Article 5: Execution of the Agreement

1. For the Contractor, each Agreement results in a best efforts obligation, whereby the Contractor is obliged to fulfil its obligations to the best of his ability, with the necessary care and professionalism.

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 have itself assisted by third parties.

3. The Client shall ensure that all information which the Contractor indicates is required for the fulfilment of the Agreement is provided to the Contractor in a proper, complete and timely fashion. If the information required for the fulfilment of the Agreement has not been provided in good time to the Contracted Party, the Contracted Party will be entitled to suspend the fulfilment of the Agreement and/or to charge the Client for the additional costs arising from the delay in accordance with the customary rates.

4. If a deadline has been agreed for the completion of certain work by the Contracted Party, then this is not a deadline, unless explicitly agreed otherwise. Exceeding the agreed term does not therefore constitute an attributable shortcoming on the part of the Contracted Party. Principal is therefore not entitled to terminate the Agreement and has no right to compensation. If the agreed term is exceeded, the Client may set a new, reasonable term within which the Contracted Party must fulfil the Agreement. If this new term is exceeded, this may constitute grounds for the Client to terminate the Agreement.

5. If the Contracted Party is instructed to fulfil an assignment or part of an assignment in collaboration with a third party, the Client will determine each party's task in consultation with all the parties involved. The Contractor does not accept any joint and several liability or responsibility for the performance of the task and the associated work by the third party.

#### Article 6: Secrecy

1. Subject to any obligation to disclose certain information imposed on it by law or by a competent governmental body, the Contractor shall be obliged to observe secrecy vis-à-vis third parties in respect of all confidential information which it has obtained from the Client or from another source within the scope of the Agreement. Information will be deemed to be confidential if the Principal has indicated this or if this follows from the nature of the information. Contractor shall ensure that this obligation is also imposed on any employees or third parties engaged by him in the context of an assignment.

2. Conversations, sessions and other contacts that take place in any form whatsoever between the Contractor and the Trainee/Coachee are regarded as strictly confidential. The Contractor will therefore not disclose to anyone, including the Client, the content and course of these contacts unless the Trainee/Coachee has given its express consent.

#### Article 7: Intellectual property

1. The Contractor is entitled to the intellectual property rights relating to the products it provides to the Client and/or Trainee/Coachee or uses in the context of the Agreement, including but not limited to tests, readers, reports, models, teaching materials, practice materials and computer programs.

2. The Client and/or Trainee/Coachee may not make use of these products, in respect of which the Contractor is entitled to intellectual property rights, other than for the purposes of this assignment without the Contractor's express written permission.

3. The Contractor is entitled to use the knowledge acquired in the execution of the work for other purposes, to the extent that no confidential information is brought to the attention of third parties and provided that it cannot be traced back to individual Clients or Trainees/Coachees.

#### Article 8: Fee and costs

1. Unless explicitly agreed otherwise, the Contractor's fee shall consist of a predetermined fixed amount per Agreement or per service provided and/or may be calculated on the basis of rates per unit of time worked by the Contractor.

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

3. Octrooibureau Novopatent may request Client to pay a reasonable advance in connection with fees that Client owes or will owe and/or expenses that must be incurred on Client's behalf. If the Contracted Party has requested a reasonable advance payment, the Contracted Party will be entitled to suspend the execution of the work until the Client has paid the advance payment to the Contracted Party or has provided security for this.

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

#### Article 9: Payment

1. Payment shall be made within 14 days of the invoice date (or otherwise if expressly stated by the Contractor), in a manner to be indicated by the Contractor. Payment shall be made without any deduction, set-off or suspension for whatever reason, unless expressly stated by the Contractor. Payment for participation in training courses and coaching always takes place before the start of the service to be provided, unless agreed otherwise.

2. After the expiry of 14 days from the invoice date, the Client shall be in default. From the moment of default, the Client shall owe the Supplier default interest equal to the statutory rate on the amount due.

3. If there are several Clients, each Client will be jointly and severally liable towards the Contracted Party for the payment of the total invoice amount if the work has been performed for all these Clients.

4. Payments made by the Client shall always serve first to settle all interest and costs due, and secondly to settle due and payable invoices which have been outstanding the longest, even if the Client states that the payment relates to a later invoice.

#### Article 10: Collection costs

1. If the Contracted Party takes collection measures against the Client who is in default, the costs related to this collection shall be borne by the Client and shall be set at a minimum of 15% of the outstanding invoices.

These costs include the costs of any collection agencies, bailiffs and/or lawyers that may be engaged.

#### Article 11: Liability

1. The Contractor is only liable to the Client and/or Trainee/Coachee for losses arising from a serious breach in the performance of the Agreement. This will be the case if the Contractor fails to exercise the required care and expertise in the execution of the Agreement.

2. Should the Contractor be liable for loss or damage suffered by the Client or Trainee/Coachee, then its liability will be limited to the amount paid out as appropriate under the professional liability insurance policy or other liability insurance policy taken out by the Contractor, plus the Client's excess, the total of these amounts being limited to the maximum amount of the insurance policy.

3. If, for whatever reason, no insurance payment is made, and if the Contractor is liable, the Contractor's liability to the Client and/or Trainee/Coachee will be limited to the fee for the assignment to which the liability relates, subject to a maximum of EUR 3,000.

4. The Contractor is not obliged to compensate indirect damage suffered by the Client or Trainee/Coachee, including but not limited to consequential damage, loss of profit and damage as a result of stagnation of operations.

5. The Contractor will exercise due care when engaging third parties (such as consultants, experts or service providers) who do not work within its organisation. The Contracted Party will not be liable for serious failures vis-à-vis the Client or the Trainee/Coachee or for any errors or failures on the part of these third parties. In such a case, the Client is obliged to hold the third parties engaged liable itself and to recover any loss suffered from these third parties.

6. The Contractor is not liable for damage of any kind suffered by the Client or Trainee/Coachee if, in the execution of its assignment, the Contractor relied on incorrect and/or incomplete information

provided by the Client, unless such incorrectness or incompleteness was or should have been obvious to the Contractor.

7. The Contractor or any trainers, coaches or third parties engaged by it who are charged with supervising Trainees/Coachees will not provide or use any means, methods, techniques or instructions or allow situations to arise that limit or adversely affect the ability of the Trainee/Coachee to observe, analyse and assess any potential injury to the Trainee/Coachee, in any form whatsoever. Should the Trainee/Coachee incur any injury, the Contractor or any trainers, coaches or third parties engaged by it will not be liable in any way whatsoever.

8. The Client indemnifies the Contracted Party against all claims (such as damages and legal actions) from third parties connected with the fulfilment of the Agreement between the Client and the Contracted Party, unless these are claims resulting from serious shortcomings on the part of the Contracted Party.

9. If the Principal and/or Trainee/Coachee have not brought a legal claim against the Contractor within one year of discovering the damage, this legal claim will lapse at the end of the year.

#### Article 12: Cancellation conditions

1. Cancellation by the Client must be effected by registered letter.

2. In the event of cancellation by the Customer of training courses, coaching and related activities within five working days prior to the commencement of the activities concerned, the Customer must pay 100% of the costs of the hours cancelled or of the agreed principal sum. For cancellations within five to ten working days before the start of the activities, the Customer must pay 50% of the costs of the cancelled hours and/or the agreed upon principal sum. If the cancellation takes place within thirty to ten working days, the Customer must pay 10% of the costs of the hours cancelled or the principal sum agreed.

3. If Principal cancels participation in a Training or Coaching, whereby an agreement was entered into by means of a written or verbal confirmation, after which Principal received an invoice for advance payment from Provider, Principal shall owe 3% administration costs of the invoiced principal sum (if longer than the time period stipulated in article 12, paragraph 2).

4. In the event of cancellation by the Client of Training, Coaching and other support programmes within 24 hours prior to commencement of the activity in question, the Client shall owe 100% of the costs of the hours cancelled or of the agreed principal sum, between 24 and 48 hours prior to commencement of the activities 50% of these costs, and in the event of cancellation more than 48 hours prior to commencement of these activities a maximum of 25%.

5. The Client shall owe 100% of the total agreed principal amount if he does not make use of the agreed services of the Supplier even without cancelling.

#### Article 13: Termination of the Agreement

1. The Contractor is entitled to terminate the Agreement with immediate effect, without judicial intervention, by means of a registered written notice to the Client, if the Client remains in default of payment of the invoice sent by the Contractor within 14 days after a written demand.

2. The Contracted Party will be authorised to terminate the Agreement with immediate effect, without recourse to the courts, by means of a written notice sent by registered post to the Client, if

any obligation arising from this Agreement is not fulfilled, or is not properly fulfilled, within 14 days of the date of the written notice.

3. Both the Principal and the Contractor may terminate the Agreement with immediate effect by means of a registered letter if the other party is granted a suspension of payments or is declared bankrupt.

#### Article 14: Settlement of disputes

1. All Agreements and legal acts between the Client and the Contractor are governed by Dutch law.

2. In the event that the Contractor and the Client or the Trainee/Coachee have a dispute arising from this Agreement, they must first attempt to resolve this dispute in consultation and, if they fail to do so, they must make use of mediation.

3. If consultation and/or mediation do not result in a resolution of the dispute, the competent judicial authority where the Supplier is established will have exclusive jurisdiction over the dispute.

Joan's Vitality Solutions is registered with the Chamber of Commerce under number 62495860.