



## TERMS AND CONDITIONS

### Article 1: Definitions

In these general terms and conditions the following terms have the following meanings:

Contractor:

The natural or legal person on behalf of whom the Coach offers services in the field of coaching, training or related activities under the application of these general terms and conditions.

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 affiliated with NOBCO.

Coachee:

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

Services:

All activities that have been commissioned, or that arise from or are directly related to the commission, all this in the broadest sense of the word.

Agreement:

Any agreement between the Client and the Contractor to provide Services by the Contractor on behalf of the Client.

NOBCO:

The Dutch Order of Professional Coaches Foundation.

### Article 2: Applicability of these conditions

1. These general terms and conditions apply to all offers and agreements whereby the Contractor offers or delivers Services in the context of his profession.
2. These general terms and conditions also apply to every Agreement in which third parties are involved for the performance by the Contractor.
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 purchasing 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 void or should be destroyed, the other provisions of these general terms and conditions remain fully applicable. The Client and the Contractor will then enter into consultations to agree on a new provision to replace the invalid or nullified provision, in accordance with the purpose and intent of the original provision as much as possible.
6. These general terms and conditions also apply to additional assignments and follow-up assignments from the Client.

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

1. The Contractor performs the Services in accordance with the “NOBCO Ethical Code of Conduct” or the applicable professional rules and is bound by the Complaints Regulations of the NOBCO or the relevant professional rules and disciplinary jurisdiction. The applicable rules of conduct and regulations can be found on the NOBCO website: [www.nobco.nl](http://www.nobco.nl).

### **Article 4: Offers and conclusion of the Agreement**

1. All offers made by Contractor are without obligation and are valid for 30 days, unless stated otherwise. The Contractor is only bound by an offer if the Client's acceptance thereof has been confirmed to the Contractor without reservation or change within the stipulated period of validity.

2. The prices in the offers are exclusive of VAT unless expressly stated otherwise.

3. The Agreement is concluded by acceptance of the offer 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 in writing an agreement made between the Client and the Contractor and the Client does not dispute the correctness thereof in writing within ten working days or - if that term is shorter - before the start of the work.

### **Article 5: Execution of the Agreement**

1. Each Agreement leads to a best efforts obligation for the Contractor, whereby the Contractor is obliged to fulfill its obligations to the best of its ability, with the necessary care and 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 will ensure that all information, which the Contractor indicates is necessary for the execution of the agreement, is provided to the Contractor in a sound, complete and timely manner. If the information required for the execution of the Agreement has not been provided to the Contractor in time, 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 term has been agreed by the Contractor for the completion of certain activities, this is not a strict deadline, unless expressly agreed otherwise. Exceeding the agreed term therefore does not result in an attributable shortcoming on the part of the Contractor. For that reason, the Client cannot dissolve the Agreement and is not entitled to compensation. If the agreed term is exceeded, the Client may set a new, reasonable term within which the Contractor must execute the agreement. Exceeding this new term may provide the Client with grounds for termination of the Agreement.

5. When the Contractor is given the assignment to fulfill an assignment or a part thereof in collaboration with a third party, the Client will determine in consultation with all those involved what everyone's task is. The contractor accepts no joint and several liability, nor liability for the performance of the task and the associated work of the third party.

## **Article 6: Confidentiality**

1. The Contractor is, subject to any obligation that the law or a competent governmental body imposes on him to disclose certain data, obliged to maintain confidentiality towards third parties all confidential information that it has obtained under the Agreement from the Client or from another source. Information is considered confidential if this has been communicated by the Client or if this arises from the nature of the information. The contractor ensures that this obligation is also imposed on any employees or third parties engaged by him in an assignment.
2. Conversations, sessions and other contacts that take place in any form between Contractor and Coachee are considered to be strictly confidential. The Contractor will therefore not make any statements to anyone, including the Client, about the content and course of these contacts, unless the Coachee has given explicit permission for this.

## **Article 7: Intellectual property**

1. The Contractor is entitled to the intellectual property rights with regard to the products it provides - under the Agreement - to the Client and / or Coachee or - under the Agreement - used products, including but not limited to testing, readers, reports, models, exercise material and computer programs.
2. The Client and / or Coachee may / may not use these products, without the express written permission of the Contractor, on which the Contractor is the right holder with regard to intellectual property rights, other than for the benefit of this assignment.
3. The Contractor is entitled to use the knowledge obtained through the execution of the work for other purposes, insofar as no confidential information is brought to the notice of third parties and provided that it cannot be traced back to individual Clients or Coachees.

## **Article 8: Fee and costs**

1. Unless expressly agreed otherwise, the Contractor's fee consists of a predetermined fixed amount per Agreement or per Service provided and/or can be calculated on the basis of rates per time unit worked by the Contractor.
2. All fees are exclusive of government levies such as turnover tax (VAT) as well as travel and other expenses incurred for the Client, including but not limited to invoices from engaged third parties.
3. The Contractor can request the Client to pay a reasonable advance in connection with fees that the Client owes or will owe and/or expenses that must be incurred on behalf of the Client. When a reasonable advance has been requested by the Contractor, the Contractor 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 this.
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 due to measures imposed by the government.

## **Article 9: Payment**

1. Payment must be made within 15 days after the invoice date, in a manner to be indicated by the Contractor. Payment will be made without deduction, set-off or suspension for any reason.
2. After the expiry of 15 days after the invoice date, the Client is in default. From the moment of default, the Client owes the Contractor default interest on the amount due, equal to the statutory interest.
3. In the event that there are several Clients, each Client is jointly and severally liable to the Contractor for the payment of the total invoice amount if the work has been carried out for all these Clients.
4. Payments made by the Client always serve in the first place to pay all interest and costs owed, and in the second place due and payable invoices that 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 Contractor takes recovery measures against the Client who is in default, the costs related to that collection will be borne by the Client, which costs will be set for at least 15% of the outstanding invoices.

These costs include the costs of any debt collection agencies, bailiffs and / or lawyers to be called in.

## **Article 11: 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 performance of the Agreement. This is the case if the Contractor does not observe the required care and expertise in the execution of the Agreement
2. If the Contractor is liable for damage suffered by the Client or Coachee, then its liability is limited to the amount that is paid out under the professional liability insurance or other liability insurance taken out by the Contractor, plus the deductible applicable to the Client, whereby the total of these amounts is limited to the maximum amount of the insurance. A copy of the policy with conditions of the professional liability insurance will be sent by the Contractor on request.
3. If, for whatever reason, no insurance payment takes place, the liability of the Contractor towards the Client and/or Coachee is limited to the fee of the assignment to which the liability relates, with a maximum of € 5,000.
4. The Contractor is not obliged to compensate indirect damage suffered by the Client or Coachee, including but not limited to consequential damage, loss of profit and damage as a result of business interruption.
5. The contractor will exercise due care when engaging third parties not working in its organization (such as consultants, experts or service providers). The Contractor is not liable for serious shortcomings towards the Client or Coachee or for any errors or shortcomings of these third parties. In such a case, the Client is obliged to hold the engaged third parties liable and to recover any damage suffered from these third parties.

6. The Contractor is not liable for damage of whatever nature suffered by the Client or Coachee, if the Contractor has assumed incorrect and / or incomplete information provided by the Client in the performance of its assignment, unless the Contractor was or should have been clearly aware of this inaccuracy or incompleteness.

7. The contractor, or coaches or third parties engaged by him, who are responsible for guiding coachees, will not give or use resources, methods, techniques or create situations that limit or adversely affect the ability of the Coachee when observing, analyzing and assessing any threat to the Coachee, in whatever form. If the Coachee should suffer any injury, the Contractor or coaches or third parties to be engaged by him are in no way liable for this.

8. The Client indemnifies the Contractor against all claims (such as damages and legal claims) from third parties that are related to the performance of the Agreement between the Client and the Contractor, unless it concerns claims as a result of serious shortcomings on the part of the Contractor.

9. If the Client and/or Coachee has not brought a legal claim against the Contractor within 1 year after discovering the damage, this legal claim will lapse after the end of the year.

#### **Article 12: Cancellation conditions**

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

2. In the event of cancellation by the Client of training courses and related activities within 2 or 4 weeks (see cancellation terms of the different training activities) before the start of the activities in question, the Client must pay 100% of the costs of the canceled hours or the agreed principal, and if this is canceled longer than within 2 or 4 weeks the Client owes 50% of the costs of the canceled hours or the agreed principal.

3. In the event of cancellation by the Client of Coaching and other coaching services within 24 hours before the start of the activity concerned, the Client will owe 100% of the costs of the canceled hours or the agreed principal, between 24 and 48 hours before the start of the activities 50% of these costs and in case of cancellation longer than 48 hours before the start of these activities, a maximum of 25%.

4. The Client owes 100% of the total agreed principal if he does not use the agreed services of the Contractor, even without canceling.

#### **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 notification to the Client if the Client fails to pay the invoice sent by the Contractor within 14 days of a written reminder.

2. The Contractor is entitled, with immediate effect, to terminate the Agreement without judicial intervention by means of a registered written notification to the Client if any obligation arising from this Agreement is not or not properly complied with within 14 days of a written reminder.

3. Both the Client and the Contractor can terminate the Agreement with immediate effect by registered letter if the other person is granted a moratorium or has been declared bankrupt.

**Article 14: Dispute resolution**

1. Dutch law applies to all Agreements and legal acts between the Client and the Contractor.
2. If the Contractor and the Client or Coachee have a dispute arising from this agreement, they are obliged to attempt to resolve this dispute in consultation first and, if this does not work, to use mediation.
3. If consultation and/or mediation does not lead to a resolution of the dispute, the competent legal authority where the Contractor is established is exclusively authorized to take cognizance of the dispute.

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