

## Terms and Conditions for the Provision of (Coaching and Training) Services

### Article 1. Definitions

1. In these terms and conditions, the following definitions apply:
  - **Contractor:** Johan van Bavel, director of Intention, who applies these terms and conditions for offering services;
  - **Client:** the individual, business, or organization commissioning the services;
  - **Services:** all products and services provided by the contractor to the client, including coaching, guidance, advisory services, event organization, and any other activities in the context of an assignment, including work not explicitly requested by the client;
  - **Coachee:** the person participating in a coaching or guidance process, if they are not themselves the client.

### Article 2. Applicability

1. These terms and conditions apply to all offers and agreements whereby the contractor provides services. Deviations are valid only if explicitly agreed in writing;
2. Not only the contractor but also all persons or entities involved in executing any assignment for the client can invoke these terms;
3. These terms also apply to additional or follow-up assignments;
4. General terms and conditions of the client do not apply, unless explicitly accepted in writing by the contractor.

### Article 3. Offers

1. Offers from the contractor are without obligation and valid for 30 days unless otherwise stated. The contractor is bound only if acceptance occurs in writing within this period;
2. Prices are exclusive of VAT unless stated otherwise;
3. Offers are based on information available to the contractor at the time.

### Article 4. Execution of the Agreement

1. The contractor has an **obligation of best effort**, not a result obligation, and will perform its services according to professional standards and due care, in line with the International Coaching Federation (ICF) guidelines;
2. The contractor may involve third parties in the execution of services, always in consultation with the client;
3. The client must provide all necessary information in a timely manner. Delays may result in suspension of work and additional costs;
4. The contractor is not liable for damages caused by incorrect or incomplete information provided by the client, unless the contractor could reasonably have known of such inaccuracies.

### Article 5. Duration and Termination

1. Agreements with recurring services are assumed to be for an indefinite period unless agreed otherwise in writing;
2. Either party may terminate the agreement in writing. For assignments of one year or longer, a notice period of at least three months applies.

### Article 6. Modification of the Agreement

1. If modification or addition is necessary for proper execution, parties shall discuss and adjust in time;

2. Changes may affect the completion date; the contractor will inform the client as soon as possible;
3. Financial and/or qualitative consequences will be communicated in advance;
4. For fixed-fee assignments, the contractor will indicate whether changes affect the total fee.

#### **Article 7. Confidentiality**

1. Parties must maintain confidentiality regarding any information that is communicated as confidential or is reasonably considered confidential;
2. Without the client's permission, the contractor will not refer externally to the assignment.

#### **Article 8. Intellectual Property**

1. All intellectual property rights of the services provided remain with the contractor. The client may use the services only for their intended purpose;
2. The contractor may use acquired knowledge for other purposes, provided no confidential information is disclosed.

#### **Article 9. Payment**

1. Payment is due within 21 days of the invoice date, unless otherwise agreed in writing, without deduction, set-off, or suspension;
2. In case of late payment, the contractor may suspend services;
3. Default interest will be charged at the statutory rate;
4. In case of liquidation, bankruptcy, or suspension of payment, all claims are immediately due;
5. Payments are applied first to interest and costs, then to the oldest invoices;
6. For additional efforts, the contractor may request advance payment or security.

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

1. If legal action is required for collection, all reasonable costs are borne by the client, at a minimum 15% of the principal, including collection agency and attorney fees.

#### **Article 11. Liability**

1. The contractor is not liable for damages resulting from services unless caused by intent or gross negligence;
2. Liability is limited to the invoice value of the assignment or the relevant part;
3. For assignments longer than six months, liability is limited to the invoice amount of the last six months;
4. Personal or property damage is covered by the contractor's liability insurance;
5. Indirect or consequential damages are excluded.

#### **Article 12. Cancellation / Termination**

1. The contractor may cancel courses, trainings, or coaching programs, or refuse participation; in such cases, fees paid will be refunded;
2. The client may cancel in writing;
3. Free cancellation is possible up to 4 weeks before the start date;
4. Cancellation 4 weeks to 1 week prior: 50% of the fee; within 1 week: 100%;
5. No-show or early termination does not entitle the client to a refund, unless otherwise decided by the contractor;
6. Individual coaching sessions may be canceled or rescheduled up to 48 hours in advance free of charge; later cancellations incur the full fee, with a minimum of €90;

7. In case of significant breach after notice, the other party may terminate the agreement; delivered services will be invoiced;
8. Event cancellation: all costs incurred are for the client's account.

#### **Article 13. Personal Data**

1. By entering into an agreement, the client consents to the processing of personal data by the contractor for its own operational purposes.

#### **Article 14. Governing Law and Dispute Resolution**

1. Dutch law applies to all agreements;
2. Disputes will be submitted to the competent court in the contractor's district, unless the subdistrict court has jurisdiction.