

Terms & Conditions

1. Definitions

- 1.1 Supplier: Geluksjager (registered in the Trade Register under 69083711).
- 1.2 Customer: The (legal) person, who has commissioned the Supplier to provide their services.
- 1.3 Participant: the natural person who takes part in a service provided by Supplier.
- 1.5 Agreement: any agreement between Customer and Supplier for the provision of services (including, but not limited to, coaching sessions, training, workshops and sounding board sessions) by the Supplier for the benefit of the Customer.

2. Applicability of General Terms and Conditions

- 2.1 These general terms and conditions apply to all offers, quotations, contracts, work and agreements between Supplier and Customer or Participant.
- 2.2 Deviations from these general terms and conditions shall only be valid if and insofar as they have been agreed in writing between Supplier and Customer.
- 2.3 Any acquisition or other terms and conditions by the Customer are not applicable unless the Supplier has expressly accepted these in writing.
- 2.4 If one or more provisions in these general terms and conditions are null and void or should be annulled, the remaining provisions in these terms and conditions shall remain fully applicable. Supplier and Customer shall then consult to agree on a new provision to replace the void or voided provision, in accordance with the purpose and tenor of the original provision as far as possible.
- 2.5 These general terms and conditions also apply to additional and follow-up contracts between Supplier and Customer.

3. Realisation of the Agreement

- 3.1 All offers, order confirmations and participation forms drawn up by the Supplier shall be without obligation and valid for a period of one month, unless stated otherwise in writing.
- 3.2 The Contractor shall be bound only if the quotation is accepted, or the order confirmation or participation form by the Customer is confirmed to the Contractor without reservation or amendment within the period of validity stipulated.
- 3.3 An agreement with a natural person such as the Customer can also be concluded if, at the request of that natural person, a meeting has been held with, or on behalf of, the Supplier on the basis of which the parties have agreed on a counselling program, and which is followed by the despatch of an invoice by the Supplier.

4. Execution of the Agreement

- 4.1 The Supplier shall execute the Agreement to the best of their knowledge and ability. With regard to the execution of the Agreement, the Supplier has an obligation to perform to the best of their ability and can therefore not be held accountable on the basis of an obligation to achieve a result.
- 4.2 In all cases where the Contractor deems it useful or necessary, they have the right, in consultation with the Customer, to have certain activities performed by third parties or to be assisted by third parties. The Customer indemnifies the Supplier against all third-party claims.
- 4.3 Offers made by the Supplier will be based on information provided by the Customer/Participant.
- 4.4 The Customer guarantees that, to the best of their knowledge, all information essential for the execution of the Agreement is provided to the Supplier in a proper, complete and timely manner. If the information required for the execution of the Agreement has not been provided to the Supplier in good time, the Supplier shall have the right to suspend the execution of the Agreement and/or to charge the Customer for the costs arising from the delay.
- 4.5 If a term has been agreed by the Supplier for the completion of certain activities, this is not a deadline, unless explicitly agreed otherwise. Exceeding the agreed term does not therefore constitute an attributable shortcoming on the part of Supplier. For this reason, the Customer is not entitled to terminate the Agreement and has no right to compensation. If the agreed period is exceeded, the Customer may set a new, reasonable period within which the Supplier must fulfil the Agreement.

5. Fees and expenses

- 5.1 The Supplier's fee consists of a predetermined value per Agreement or per service provided and/or can be calculated on the basis of rates per unit of time worked by the Supplier.
- 5.2 In accordance with tax regulations, 21% VAT is invoiced for services provided by the Supplier.
- 5.3 All prices are exclusive of VAT unless otherwise stated in writing.
- 5.4 The Supplier reserves the right to change and/or index their rates periodically.
- 5.5 Cost statements are related to the defined structure of the service. Changes to this structure in terms of scope, phasing, method, analysis, reporting, planning and execution, which are made in consultation with the Customer, may lead to changes in prices. Any changes in prices will always be discussed with the Customer in advance.

- 5.6 The Supplier may request the Customer to pay a deposit in connection with fees that the Customer owes or will owe and/or expenses that will be incurred on the Customer's behalf. This advance payment is settled at the end of the Agreement or as appropriate in the interim.
- 5.7 In the case of meetings, coaching and advice sessions and sounding board discussions, prices include the cost of the arrangements (room, drinks and lunch, if applicable) and materials, unless otherwise stated.
- 5.8 In the case of in-house meetings, prices are exclusive of arrangement costs and accommodation/materials costs and inclusive of travel expenses, unless otherwise stated.

6. Terms of payment

- 6.1 The Supplier shall send an invoice before the commencement of any work.
- 6.2 Payment of the invoice for the work in question must be made within 14 days of the invoice date. Payment shall be made without any deductions, adjustment or postponement for any reason.
- 6.3 If the Client fails to pay within the agreed period, they shall be in breach of contract without any notice of default being required and the Supplier reserves the right to terminate the Agreement with immediate effect.
- 6.4 In the event of a failure to meet the payment requirement in good time, the Customer is obliged to reimburse all judicial and extrajudicial costs of debt recovery, including any attorney fees incurred, as well as the statutory (commercial) interest from the date of breach to the Supplier.
- 6.5 Payments made by the Customer always serve to settle all interest and costs due in the first instance, and secondly to settle due and payable invoices which have been outstanding the longest, even if the Customer states that the payment relates to a subsequent invoice.

7. Intellectual property

- 7.1 The Supplier is entitled to the intellectual property rights relating to the services, texts, images and other materials made available in the context of the provision of services, which it provides to the Customer/Participant or which it uses in the context of the Agreement, unless agreed otherwise in writing.
- 7.2 The Customer/Participant may not use these services and/or products, to which the Contractor is entitled in respect of intellectual property rights, other than for the purposes of this assignment, without the explicit written consent of the Contractor.
- 7.3 In the event that this article is violated, the Customer/Participant is immediately liable to pay a penalty of €10,000 excl. In the event of an infringement of this article, the Customer/Participant is liable to a penalty of €10,000 excl. VAT

8. Liability

- 8.1 The Supplier is not liable for any damage which may be caused by the Customer/Participant using the content of the material provided, lessons given, advice and/or instructions. The use of materials, the application of instructions and advice by the Customer/Participant shall be entirely at their own expense and risk.
- 8.2 The Supplier is not liable for any damage suffered by the Customer/Participant as a result of actions or decisions taken in connection with the services of the Supplier. The Customer/Participant shall remain responsible for any choices made at all times.
- 8.3 The liability of the Supplier is limited to the invoice value of the order, or at least that part of the assignment to which the liability relates.
- 8.4 Any liability of the Supplier for loss of trading or other indirect or consequential damages of any kind is expressly excluded.
- 8.5 The Supplier is not liable for any shortcomings toward the Customer/Participant by engaged third parties. Where appropriate, the Customer is obliged to hold the third parties involved liable themselves and to recover any damages from these third parties.
- 8.6 The Supplier is not liable for any damage suffered by the Customer/Participant, of any kind, if the Supplier has assumed incorrect and/or incomplete data provided by the Client in the performance of their assignment.
- 8.7 If the Customer/Participant has not filed any claim against the Supplier within one year of the discovery of the damage, this legal claim will lapse after the end of the year.

9. Cancellation

- 9.1 In the event of cancellation by Customer/Participant, training workshops and team coaching sessions shall be subject to the following conditions:
- 10% of the agreed fee, including costs incurred, will be charged up to 2 months before the start date of the meeting.
 - 50% of the agreed fee, including costs incurred, will be charged up to 1 month before the start date of the meeting.
 - 100% of the agreed fee, including costs incurred, is charged up to 2 weeks before the start date of the meeting.
- 9.2 In the event of cancellation by Customer/Participant, one-to-one coaching sessions and sounding board discussions shall be subject to the following conditions:

- a) up to 48 hours prior to the appointment, 50% of the total cost will be charged. The contractor may decide not to charge these costs in the event of a valid reason for cancellation.
- b) up to 24 hours prior to the appointment, 100% of the total cost will be charged. The contractor may decide to charge 50% of the costs in the event of a valid reason for cancellation.

9.3 Customer cancellations must be made in writing via e-mail (info@geluksjager.nl) and are only valid after the Supplier has sent a confirmation of receipt.

9.4 The Customer/Participant shall owe 100% of the total agreed fee including costs, if, even without cancelling, they do not use the agreed services of the Contractor.

9.5 If, due to force majeure or too few participants, an assignment cannot be carried out on the planned dates, the Customer will be informed as soon as possible. New dates will be agreed in consultation. Postponement for this reason does not provide the right to cancellation or compensation.

10. Termination of the Agreement

10.1 The Supplier shall be entitled to terminate the Agreement, with immediate effect, without judicial intervention, by means of a written notice to the Customer, if the Customer fails to pay an invoice sent by the Supplier within 14 days of a written reminder.

10.2 The Supplier shall be entitled, with immediate effect, to terminate the Agreement without judicial intervention by means of a written notice to the Customer, if any obligation arising from this Agreement is not fulfilled or is not properly fulfilled within 14 days of a written demand.

10.3 Both the Customer and the Supplier may terminate the Agreement with immediate effect by registered letter if the other party is granted a suspension of payment or is declared bankrupt.

10.4 In the event that the Supplier cancels the order prematurely, the Supplier will refund the costs of the services already paid for but not realised.

10.5 Under no circumstances can the Supplier be held responsible for the consequences of terminating the Agreement.

11. Confidentiality and privacy

11.1 All information shared between the Supplier and the Customer/ Participant, including the discussions held between them, is considered strictly confidential and must be treated as such.

11.2 The Contractor shall, both during, and after, the end of the Agreement(s) with the Customer/Participant, keep confidential and handle with due care all Customer/Participant data and knowledge provided in the context of the Agreement(s), except for any obligation imposed on it by law or by a competent governmental body to disclose certain information.

11.3 All Agreement(s) between the Supplier and the Customer/Participant shall be governed by the privacy statement as shown on www.geluksjager.nl

12. Application of law and dispute resolution

12.1 Dutch law applies to all Agreement(s) between the Customer and the Supplier.

12.2 In the event that the Supplier and the Customer/ Participant have a dispute arising from this Agreement, they are obliged to first attempt to resolve this dispute in consultation

12.3 If consultation does not result in a resolution of the dispute, the court in the district in which the Supplier is established shall have exclusive jurisdiction to take cognisance of the dispute.