

## General terms & conditions for the supply of coaching services

November 2017

These terms & conditions are deposited at the Chamber of Commerce Leiden on November 8, 2017, under the number 50270222.

### Article 1. Definitions

**Sevenbirds:** provider of coaching services, established in Leiden, who uses these terms & conditions for its service offerings

**Client:** the person, company, or any organization who gives an assignment to Sevenbirds or for whom Sevenbirds performs work

**Coachee:** the person who participates in any of the coaching services provided by Sevenbirds; in case the coachee pays for the services her- or himself, the coachee is referred to as self-paying coachee

**Services:** means various coaching services – including but not limited to individual one-to-one coaching trajectories consisting of several coaching sessions, coaching programs for a group of coachees, and workshops – as requested by the client

**Session:** means a meeting between the coachee and Sevenbirds to work on the agreed issues, takes usually 1 to 1.5 hours

### Article 2. Application of these terms & conditions

**2.1** These terms & conditions apply to all services and products supplied by Sevenbirds. Deviations from these terms are only valid, if they have been agreed in writing by both parties.

**2.2** These terms & conditions are also applicable to all individual (legal) persons that are connected to Sevenbirds.

**2.3** These terms & conditions also apply to additional assignments and follow-up orders from a client.

**2.4** Any purchasing or other terms & conditions of the client shall not apply unless explicitly accepted by Sevenbirds.

### Article 3. Proposals & contracts

**3.1** The proposals made by Sevenbirds are free of obligation. They are valid for ten days unless otherwise indicated. The client is only bound to a proposal, if the acceptance is confirmed by signing the contract.

**3.2** The fees in the contracts are exclusive of VAT unless otherwise stated.

**3.3** Proposals are based on the information available to Sevenbirds.

### Article 4. Execution of services

**4.1** Signed contracts lead to a commitment obligation for Sevenbirds, not a result obligation, whereby Sevenbirds is obliged to fulfill its obligations in such a way as to meet standards of care and workmanship according to the criteria by the time of completion.

**4.2** If a proper execution of the agreement requires this, Sevenbirds has the right to involve third parties, e.g. other coaches to run a group coaching program or as a back-up, providers of psychological tests, etc. This will always be done in consultation with the client.

### Article 5. Fees for company clients

**5.1** The client owes Sevenbirds a fee, based on an hourly or daily rate – except in case of a fixed fee having been agreed upon.

**5.2** The client will be charged separately for costs incurred for the use of special tools and tests provided by third parties, room rent, equipment rent, and travel expenses.

### Article 6. Fees for self-paying coachees

**6.1** The coachee owes Sevenbirds a fee, based on a package price – except in case of an hourly fee having been agreed upon.

**6.2** The coachee will be charged separately for costs incurred for the use of special tools and tests provided by third parties.

## **Article 7. Invoicing and payment for company clients**

**7.1** Fees and costs for a coaching trajectory will be invoiced to the client after the first three coaching sessions and after the seventh coaching session. Fees and costs of other services, e.g. workshops and coaching programs, will be invoiced after the delivery of the service. The invoice will specify the hours worked and the costs incurred.

**7.2** Payment must be made unless otherwise agreed in writing within 21 days of the invoice date, in a manner specified by the contractor in the currency in which it is invoiced. Payment will be made without deduction, compensation or suspension for any reason whatsoever.

**7.3** In case of non- or late payment the client is liable for payment of the legal commercial interest rate from the expiry date on the invoice, as well as any debt collection costs. Sevenbirds is entitled to terminate or suspend all work to be performed for the client, without being liable for any damages to the client.

**7.4** In the event of liquidation, bankruptcy or settlement of the client, the claims of Sevenbirds and the obligations of the client towards Sevenbirds shall be immediately due.

## **Article 8. Invoicing and payment for self-paying coachees**

**8.1** Fees for a coaching trajectory must be paid in two installments: one half the total amount at least three days before the first coaching session takes place, the second half before the fifth coaching session takes place. Costs for special tools and test will be invoiced in addition to the second installment.

**8.2** Fees for attending a workshop must be paid before the workshop takes place. Otherwise the participation cannot be guaranteed.

**8.3** Payment must be made in a manner specified by Sevenbirds in the currency in which it is invoiced. Payment will be made without deduction, compensation or suspension for any reason whatsoever.

**8.4** In case of non-payment, Sevenbirds is entitled to terminate all work to be performed for the coachee, without being liable for any damages to the coachee.

## **Article 9. Contract duration and cancellation for company clients**

**9.1** If the contract concluded between the parties relates to delivering the same performance more than once, it is deemed to have been entered indefinitely unless otherwise explicitly agreed in writing.

**9.2** Both parties may terminate the agreement at any time in writing per email or letter. If the duration of the assignment is one year or longer, the parties must observe a notice period of at least one month.

**9.3** Sevenbirds has the right to cancel a service without notice, or to refuse a client's participation or to refuse a coachee. In such cases, the client is entitled to repayment of the full amount paid to Sevenbirds so far.

**9.4** The client has the right to cancel an assignment for a service by email or letter.

**9.5** Coaching trajectory: The client's cancellation is free of charge up to one week before the coaching trajectory starts. In case of non-cancellation, the client is obliged to pay the total amount of the coaching trajectory (based on the standard hours). In case of cancellation within one week, Sevenbirds is entitled to charge 50% of the due amount.

**9.6** Coaching program/ workshop: The client's cancellation is free of charge up to two weeks before the coaching trajectory starts. In case of non-cancellation, the client is obliged to pay the total amount of the coaching program or workshop. In case of cancellation within two weeks, Sevenbirds is entitled to charge 50% of the due amount.

**9.7** If the client or the coachee terminates or otherwise does not participate after the start of a service, the client is not entitled to any refund unless the special circumstances of the case in the opinion of Sevenbirds justify.

**9.8** An individual coaching session can be canceled or rescheduled free of charge up to 48 hours before the start of the meeting. In case of cancellation or rescheduling within 48 hours, Sevenbirds is entitled to charge EUR 120.00. If the client or the coachee does not appear on the scheduled time, the same rate will be applied.

## **Article 10. Contract duration and cancellation for self-paying coachees**

**10.1** Both parties may terminate the agreement at any time in writing per email or letter. If the duration of the assignment is one year or longer, the parties must observe a notice period of at least one month.

**10.2** Sevenbirds has the right to cancel an agreement without notice, or to refuse a coachee. In such cases the coachee is entitled to repayment of the full amount paid to Sevenbirds so far.

**10.3** The coachee has the right to cancel an assignment by email or letter.

**10.4** Coaching trajectory: The coachee's cancellation is free of charge up to one week before the coaching trajectory starts. In case of non-cancellation, the client is obliged to pay the total amount of the coaching trajectory. In case of cancellation within one week, Sevenbirds is entitled to charge 50% of the due amount.

**10.5** Workshop: The coachee's cancellation is free of charge up to one week before the coaching trajectory starts. In case of non-cancellation, the client is obliged to pay the total amount of the workshop fee. In case of cancellation within one week, Sevenbirds is entitled to charge 50% of the due amount.

**10.6** If coachee terminates or otherwise does not participate after the start of a service, the coachee is not entitled to any refund unless the special circumstances of the case in the opinion of Sevenbirds justify.

**10.7** An individual coaching session can be canceled or rescheduled free of charge up to 48 hours before the start of the meeting. In case of cancellation or rescheduling within 48 hours, Sevenbirds is entitled to charge EUR 90.00. If the coachee does not appear on the scheduled time, the same rate will be applied.

## Article 11. Confidentiality

**11.1** By entering into an agreement with Sevenbirds, the client and the coachee has granted permission for automatic processing of personal data obtained from the contract. This personal information will only be used by Sevenbirds for its own activities.

**11.2** The parties are required to maintain confidentiality of any confidential information they have obtained from each other or from another source under their agreement. Information is confidential, if notified by the other party or if it is due to the nature of the information.

**11.3** Sevenbirds has the right to use the client/ the coachee as a reference and add the client's name to the list of business relations/clients as published on Sevenbirds' website or in other communications, unless the client states its objections in writing.

## Article 12. Intellectual property

**12.1** In so far as the copyright, trademark, model, trade name or other intellectual property rights are based on the services provided by Sevenbirds for the execution of the agreement, the holder of the rights is and remains the owner of the rights. The client may only use the material for the purpose assigned to the client, do not multiply them, and do not change or remove copyright, trademark, model, trade name, and other indications.

**12.2** Sevenbirds reserves the right to use the knowledge gained in carrying out the work for other purposes, in so far as no confidential information is disclosed to third parties.

## Article 13. Liability

**13.1** Sevenbirds accepts no liability whatsoever for any damage caused by or in connection with services rendered by it, aside from the client demonstrating that the damage is caused by intentional or gross negligence of Sevenbirds.

**13.2** Any liability on the part of Sevenbirds for damages that have been incurred in direct consequence of an agreement between Sevenbirds and the client is strictly limited to the exact fee that Sevenbirds has received or will receive for its activities.

**13.3** By way of derogation from the provisions of paragraph 2 of this article, liability for a longer term than six months shall be limited to the invoice amount due for the last six months.

**13.4** Any claims by the client are to be submitted to Sevenbirds as soon as possible, but at the latest within three months after the damage occurred. All liability claims shall expire one year after the claim arises.

**13.4** If in the execution of an assignment an event occurs which leads to Sevenbirds being liable, that liability will not exceed the maximum amount payable in such cases under Sevenbirds' liability insurance, including the own risk that Sevenbirds carries in connection with that insurance.

**13.5** Any liability of Sevenbirds for business damage or other indirect, immaterial, corporate, or consequential damages of any kind is expressly excluded.

**13.6** If Sevenbirds calls in a non-connected (legal) person within the framework of the execution of an assignment, Sevenbirds is not liable for mistakes made by this (legal) person.

#### **Article 14. Settlement of disputes**

**14.1** The legal relationship between Sevenbirds and the client is subject to Dutch law.

**14.2** In the case of any disputes that follow from this agreement or subsequent agreements, the parties will initially attempt to solve these with the aid of impartial mediation.

**14.3** Only when it is proven impossible to find a solution to such a dispute with the aid of mediation, the dispute will be settled by a qualified judge in a district court. This will be the district in which Sevenbirds is established.