



L I F E S U P P O R T
C O A C H I N G

GENERAL CONDITIONS

AMENDED DECEMBER 2022

LIFE SUPPORT COACHING

The Hague

CoC: 87054655

E: info@lifesupportcoaching.eu

I: www.lifesupportcoaching.eu



Article 1. Definitions

- In these general terms and conditions:
- Contractor: Life Support Coaching, registered with the Chamber of Commerce under number 87054655, which uses these terms and conditions for the provision of services; the person, company or body that commissioned the work provided;
- Services: all products and services supplied by the contractor to the client including coaching, training and other forms of guidance or advice, all in the broadest sense of the word, as well as all other services performed for the benefit of the client work of any nature whatsoever, performed in the context of an assignment, including work that has not been carried out at the explicit request of the client;
- Client: the person who participates in a guidance, advice or coaching process, the latter if he is not the client itself.

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. Deviations from these conditions are only valid if expressly agreed in writing;
2. Not only the contractor, but also all persons or companies involved in the implementation of any assignment for the client are involved, can be subject to these general terms and conditions to appeal;
3. These general terms and conditions also apply to additional assignments and follow-up orders from the client;
4. Any purchase or other general terms and conditions of the client are not applicable apply, unless expressly accepted in writing by the contractor.

Article 3. Quotations

1. The quotations made by the contractor are without obligation; they are valid for 30 days, unless indicated otherwise. The Contractor is only bound by the offers if the acceptance thereof by the other party has been confirmed in writing within 30 days;
2. The prices in the quotations mentioned are exclusive of VAT, unless stated otherwise;
3. Quotations are based on the information available at the contractor.

Article 4. Execution of the agreement

1. Agreements concluded with the contractor lead to a best efforts obligation, not an obligation of result, whereby the contractor is obliged to fulfill its obligations in such a way as to standards of care and professionalism according to the standards of the moment of performance can be expected from the contractor.
2. If and insofar as a proper execution of the agreement requires this, the contractor has the right to have certain activities performed by third parties. This always will be done in consultation with the client;
3. The client ensures that all data, which the contractor indicates which are necessary or of which the client should reasonably understand that they are necessary for the performance of the agreement, will be provided to the contractor in a timely manner. If the information required for the implementation of the agreement is not provided in time to the contractor, the contractor has the right to carry out or to suspend the agreement and/or to charge the additional costs resulting from the delay in accordance with the usual rates to the client;



4. The contractor is not liable for damage, of any nature whatsoever, in case the contractor is based on incorrect and/or incomplete data provided by the client, unless these inaccuracy or incompleteness is known by the contractor.

Article 5. Contract duration and cancellation

1. If the agreement concluded between the parties relates to more than one delivery of the same performance, it is deemed to have been entered into for an indefinite period unless expressly agreed otherwise in writing.
2. Both parties can terminate the agreement in writing at any time. If the duration of the assignment is one year or longer, the parties must give a notice period of at least 1 month.

Article 6. Amendment of the agreement

1. If during the execution of the agreement it appears that it is necessary for proper execution to change or to supplement the work to be performed, the parties shall amend the agreement accordingly in good time and in consultation;
2. If the parties agree that the agreement will be amended or supplemented, this is possible however time of completion of the execution may be affected thereby. Contractor will inform the client of this as soon as possible;
3. If changes or additions to the agreement have financial and/or qualitative consequences, the contractor will inform the client about this in advance;
4. If a fixed fee has been agreed, the contractor will indicate to what extent the change or addition to the agreement will result in an exceeding of this fee.

Article 7. Confidentiality

1. The parties are obliged to observe secrecy with regard to all confidential information they receive in the context of their agreement from each other or from another source. Information counts as confidential if this has been communicated by the other party or if this follows from the nature of the information.
2. The assignment will not be referenced externally by the contractor without the permission of the client.

Article 8. Intellectual property

1. Insofar as copyright, trademark, design, trade name or other rights of intellectual title to the goods delivered by the contractor for the performance of the agreement services, the contractor is and remains the holder or owner of these rights. The client may only use the material which carries these rights for the purpose for which they have been provided to the client, do not reproduce them and not change or remove brand, model, trade name, and other indications;
2. The contractor reserves the right to use the information and learnings gained during the performance of the work to use this knowledge for other purposes, insofar as this does not disclose confidential information to third parties.

Article 9. Payment

1. Unless agreed otherwise in writing, payment must be made within 30 days of the invoice date, in a manner to be indicated by the contractor in the currency in which it is billed. Payment shall be made without deduction, set-off or suspension of any kind for whatever reason;



2. If the client has not paid the outstanding amounts at the latest on the due date, he will automatically be in default, without further notice of default being required. In case of payment default by the client, the contractor is entitled to cease or terminate the work to be performed for the client with immediate effect without being liable to pay damages to the client in any way become.
3. In the event of payment default, the client will also owe default interest the outstanding claims equal to the statutory interest;
4. In the event of liquidation, bankruptcy or suspension of payment of the client, the claims of the contractor and the obligations of the client towards contractor are immediately due and payable;
5. Payments made by the client always serve in the first place to settle all interest and charges due, in second place of due and payable invoices which are longest open, even if the client states that the payment relates to a later one invoice;
6. If more than the usual effort is required from the contractor for the implementation of the agreement, the contractor can demand prepayment or equivalent security.

Article 10. Collection costs

In the event that the client is in default with the full payment of the amount owed by the contractor amounts charged to the client, then the client owes the contractor extrajudicial costs due, whereby the following applies:

- a. Insofar as the client was not acting in the exercise of a profession or business, the contractor is entitled to a amount equal to the statutory maximum compensation in this respect out of court collection costs, as stipulated in and calculated in accordance with the Reimbursement Decree extrajudicial collection costs, insofar as the outstanding amount - after the commencement of the default – not yet after a reminder within 14 days calculated from the day after the day of reminder is paid by the contractor.
- b. Insofar as the client acted in the exercising a profession or business, the contractor is entitled to compensation for the extrajudicial (collection) costs, which costs in that case, contrary to Article 6:96 paragraph 4 of the Dutch Civil Code and contrary to the Decree on compensation for extrajudicial collection costs, already now in that case be set at an amount equal to 15% of the total outstanding principal amount with a minimum of € 75.00 for each partially or fully unpaid invoice.

Article 11. Liability

1. The contractor does not accept any liability whatsoever for damage caused by or in connection with services provided by it, unless the client demonstrates that the damage is caused by intent or gross negligence on the part of the contractor
2. The contractor's liability is limited to the invoice value of the assignment, at least that part of the assignment to which the liability relates;
3. Contrary to the provisions of paragraph 2 of this article, an assignment with a longer term exceeding six months, liability further limited to the last six months invoice amount due,
4. If through or in connection with the provision of services by the contractor or otherwise damage is caused to persons or property, for which the contractor is liable, that liability is limited to the amount of the payment on account of the by general liability insurance taken out by the contractor, including its own risk that the contractor bears in connection with that insurance.
5. Any liability of the contractor for trading loss or other indirect damage or consequential damage of any kind is expressly excluded.



Article 12. Cancellation/termination of the agreement

1. The contractor has the right, without giving any reason, to cancel a course, training, supervision or coaching program or to refuse participation by a client or to cancel the client designated participant, in which cases the client is entitled to repayment of the full amount paid by it to the contractor;
2. The client for a course, training, supervision or coaching process has the right participation in or the assignment for a course, training, supervision or coaching process to cancel by registered letter;
3. Cancellation by the client of the assignment is possible up to 2 weeks before the start of the course, training, guidance or coaching trajectory free of charge. In the event of non-cancellation, the client is obliged to pay the total amount of the course, training, supervision or coaching process to fulfil.
4. In case of cancellation within 2 weeks up to and including 1 week before the start of the course, training, guidance or coaching process, the contractor is entitled to 50% of the amount due and in case of cancellation within a week the full amount.
5. If the client or the participant designated by the client after the commencement of the course, training, supervision or coaching program terminates or terminates participation prematurely otherwise does not participate, the client is not entitled to any refund, unless the special circumstances of the case, in the opinion of the contractor, otherwise justify.
6. An individual counseling or coaching conversation is possible up to 48 hours before the start of the conversation to be canceled or moved free of charge. In case of cancellation or relocation within 48 hours the contractor is entitled to charge the full rate that has been agreed for the conversation to be charged with a minimum of € 75.00. If the client or the designated client does not appear on the scheduled call, the same rates apply used.
7. If one of the parties materially fails to fulfill its obligations and after here expressly indicated by the other party, this obligation cannot be fulfilled within a reasonable time period, the other party is entitled to terminate the agreement without notice the terminating party owes the defaulting party any compensation. The services to the Termination of performances that have been delivered will be paid in the agreed manner.

Article 13. Personal data

By entering into an agreement with the contractor, the contractor permission is granted for automatic processing of the personal data obtained from the agreement. The contractor will only use this personal data for its own purposes activities.

Article 14. Dispute Resolution

1. Dutch law applies to every agreement between the contractor and the client application;
2. Disputes arising from agreements to which these terms and conditions apply and that do not fall within the competence of the subdistrict court judge will be subject to the competent court of the district in which the contractor is established.