

General Terms & conditions Heartful Coaching

ARTICLE 1. PARTIES AND CONCEPTS

1.1 Customer: the person or persons to whom Heartful Coaching provides its services.

1.2 Heartful Coaching: is registered as a contractor with the Chamber of Commerce in Groningen under number 64642224. Heartful Coaching is located at Schoolplein 3, 9321 HV in Peize and provides services in the field of women's coaching and personal development in the form of personal coaching, (on-line) training, workshops, messages such as blogs, podcasts, videos, etc. via, for example, but not exclusively social media and its website(s).

1.3 Client: the person or agency or its possible legal successor(s) that has placed an order for delivery to Heartful Coaching. Unless otherwise agreed in writing, the client is the one who must pay the agreed price for the services provided by Heartful Coaching. The client (the entity to be billed) and the customer (the person experiencing the service) can be the same, but this does not necessarily have to be the case.

1.4 Third parties: Heartful Coaching may, at its own discretion, provide its services (partly) with the help of third parties engaged by it. Heartful Coaching can change the size and composition of its team according to its own needs if it deems this necessary for the proper implementation or continuity of its services.

1.5 Order amount: the total amount of the order as agreed in the signed order confirmation, the order placed via the website or mentioned in the quotation or program proposal approved by the client.

ARTICLE 2. APPLICABILITY OF THESE GENERAL TERMS AND CONDITIONS

2.1 These General Terms and Conditions apply to all offers, quotations, assignments and work agreed with Heartful Coaching.

2.2 These General Terms and Conditions also apply if Heartful Coaching involves third parties for the execution of the assignment.

2.3 Heartful Coaching reserves the right to adapt or change these General Terms and Conditions in the future. New versions will take effect immediately as soon as they are made publicly available via the website of Heartful Coaching.

2.4 If one or more provisions of these General Terms and Conditions expire, the other provisions of these General Terms and Conditions will continue to apply. In that case, the parties will agree on replacement provisions that are based as much as possible on the intention of the original provision.

ARTICLE 3. OFFERS AND GRANTING OF THE ORDER

3.1 All offers from Heartful Coaching have a validity period of 30 days from the date of the offer, are without obligation and can be revoked without any form. Heartful Coaching is not bound by offers if they are not accepted in writing within 30 days from the date of the offer. If the offer is accepted within the validity period, Heartful Coaching reserves the right to revoke the offer within five working days of receipt of the acceptance.

3.2 Quotations from Heartful Coaching are exclusively based on the information provided to the contractor by a (future) client. The client will provide Heartful Coaching with all information that is important for making the quotation and for compiling and carrying out the assignment to the best of its ability. If this information proves to have been incorrect and/or incomplete at any time, Heartful Coaching reserves the right to unilaterally adjust the order amount agreed with the client in the interim.

3.3 An assignment is granted by the client through: a) placing an order via the website or via other online (social media) channels of Heartful Coaching and/or b) the signed return of an agreement issued by Heartful Coaching and/or c) agreeing in writing and/or by email to a (digitally) sent quotation or order confirmation. In the event of an agreement on a quotation, this will subsequently also serve as an order confirmation.

3.4 The absence of a legally signed order confirmation, agreement or quotation does not release the client from its obligations as laid down in these General Terms and Conditions and the provisions mentioned by Heartful Coaching in its quotation or order confirmation as soon as delivery of the goods has commenced. services agreed with Heartful Coaching.

3.5 An assignment composed of parts does not oblige Heartful Coaching to carry out a partial assignment for an arithmetically equal part of the agreed assignment sum. If partial implementation is desired, additional binding agreements will be made.

ARTICLE 4. INTERIM CHANGE OF THE ASSIGNMENT

4.1 If the client needs to change the assignment or its execution in the meantime, Heartful Coaching will implement the intended adjustments, if possible. Any resulting costs that exceed the original order amount will be invoiced to the client as additional work, without a separate written order being required. By instructing the client to change the assignment, the client has agreed in advance to the additional costs.

ARTICLE 5. DURATION AND TERMINATION OF THE ASSIGNMENT

5.1 The duration of the assignment depends on the form of coaching or training and is agreed in advance as much as possible in the assignment confirmation. If possible, the assignment confirmation will provide an estimate of the duration of the assignment and the number of sessions and/or meetings to be held.

5.2 After the duration of the assignment has expired, the customer can no longer claim parts of the assignment that have not been included or have not yet been included, such as remaining coaching hours and access to (digital) teaching materials in any form.

ARTICLE 6. INTERIM TERMINATION OF THE ASSIGNMENT

6.1 Both parties can terminate the agreement unilaterally if one of them is of the opinion that the assignment can no longer be carried out in accordance with the assignment. Such a decision must be substantiated, written and communicated to the other party in a timely manner.

6.2 If the client decides to terminate prematurely for reasons other than negligence on the part of the contractor, Heartful Coaching is still entitled to payment of the full agreed order sum, including reimbursement of any (additional) costs incurred and any costs yet to be incurred. If payment has already been made, no refund will be made.

6.3 Heartful Coaching may only use its authority to prematurely terminate if, as a result of facts or circumstances that cannot be attributed to Heartful Coaching and which prevent proper execution of the assignment, completion of the assignment in all respects reasonably cannot be expected from Heartful Coaching. In that case, Heartful Coaching retains at least a claim to payment for the work it has carried out until the moment of premature termination.

ARTICLE 7. CLIENT OBLIGATIONS

7.1 The client strives to ensure that the number of participants agreed in the assignment actually participates in the services agreed with Heartful Coaching. If the number of participants ultimately turns out to be lower than agreed, the client is still obliged to pay the full order amount as stated in the quotation and/or order confirmation as agreed with Heartful Coaching.

7.2 If a participant / customer cannot participate due to unforeseen circumstances, this vacant place can be filled by another candidate, after prior consultation with and permission from Heartful Coaching. If filling the vacant position is not possible, the client will still be charged the full order amount, unless expressly agreed otherwise.

7.3 The client provides all necessary information, documents and data that Heartful Coaching needs to carry out the assignment as agreed. If Heartful Coaching requests this, the client will provide Heartful Coaching with a workspace with sufficiently good internet facilities at his/her location free of charge.

7.4 The client may only involve or engage third parties in the execution of the assignment after prior written permission from Heartful Coaching.

ARTICLE 8. CONTRACTOR'S OBLIGATION

8.1 Heartful Coaching will provide the services it provides to the best of its ability. Heartful Coaching has no more than a best efforts obligation, which means that Heartful Coaching does not guarantee the success and success of its services or the form and extent to which this service contributes to the goal set by the client and/or customer.

ARTICLE 9. RATES, COSTS AND PRICES

9.1 Heartful Coaching's quotation always clearly states which rates and costs will be charged by Heartful Coaching for the work stated therein.

9.2 The prices in quotations, assignments and other publications include VAT, exclude government levies and exclude other costs to be incurred or incurred for the assignment, such as but not limited to shipping and administration costs and travel costs, unless otherwise stated.

ARTICLE 10. CANCELLATION CONDITIONS

10.1 If the client, for reasons not attributable to Heartful Coaching, is not accepted at the agreed time, the following percentages of the order sum / purchase price will be charged. not credited:

1:1 coaching cancellation: if a session is canceled by the client within 24 hours before the start, it will be considered as completed.

1:1 coaching noshow: if the client is more than 15 minutes late for a planned session, the session will be cancelled. The session is then considered completed and will be charged to the client.

1:1 coaching trajectory: If the client, in consultation with Heartful Coaching, decides to cancel a trajectory during the duration of the trajectory, the sessions already completed plus other services purchased, materials used and administration costs incurred will be charged. Sessions not yet administered will be waived.

Workshop: if the registration for a workshop is canceled by the client within 5 working days before the start of the workshop, it will be considered as completed.

10.2 If the client, at his own expense and risk, discusses hotel accommodation for an overnight stay for an activity organized by Heartful Coaching and this activity unexpectedly does not take place or there are incorrect dates, then the risk of not being able to cancel this accommodation free of charge rests entirely with at the client.

ARTICLE 11. BILLING AND PAYMENT TERMS

11.1 The costs for services provided by Heartful Coaching will be charged to the client by Heartful Coaching by means of a digital invoice. Heartful Coaching is free to charge the entire amount of the assignment in one installment or to invoice the assignment amount in partial installments. It can also be agreed that (part of) the order amount will be invoiced as an advance.

11.2 Payment by the client must be made before the due date stated on the invoice.

11.3 After this due date, the client is in default and owes Heartful Coaching the statutory interest on the amount of the invoice, without any notice of default being required. If payment is not made, the assignment can also be unilaterally suspended by Heartful Coaching without Heartful Coaching becoming liable to pay damages to the client as a result. Moreover, in that case, Heartful Coaching is entitled to unilaterally terminate the agreement without judicial intervention being required.

11.4 For agreed periodic payments, payment is required before the due date on the (partial) invoice. If the client is in default with regard to the payment of the partial invoice, Heartful Coaching is entitled to claim the full amount.

11.5 Payment in parts can only be made after approval and confirmation by Heartful Coaching. If partial payments are not made on time, Heartful Coaching is entitled to charge statutory interest on the amount paid late.

11.6 If the client uses payment by direct debit or credit card, the client must always ensure that there is sufficient balance so that direct debit or credit card payment can proceed without any problems. If payment is reversed for whatever reason, Heartful Coaching is entitled to charge the resulting additional (administration) costs to the client.

11.7 If the client does not meet his payment obligations to Heartful Coaching or if the client fails in any other way to fulfill his obligations under his agreement with Heartful Coaching, the latter is entitled to all collection and/or other judicial or to charge extrajudicial costs to the client, with a minimum of 25% of the agreed order amount.

ARTICLE 12. LIABILITY

12.1 Heartful Coaching and its employees and partners are never liable for any (direct or indirect) damage caused to the client and/or to the customer by and/or during the use of services provided by and/or on behalf of Heartful Coaching.

12.2 Heartful Coaching is never liable for the quality or outcome of the services it provides. Heartful Coaching is only subject to a best efforts obligation. (see also article 8).

ARTICLE 13. INTELLECTUAL PROPERTY / COPYRIGHT

13.1 All documents developed by Heartful Coaching are legally copyrighted. Copyright or other intellectual property rights relate to the services provided by Heartful Coaching and to all course materials used.

13.2 Everything developed and/or used by Heartful Coaching for the execution of the assignment is and remains the property of Heartful Coaching. This also applies to the reports and feedback to be published by Heartful Coaching. The client is only entitled to use these reports, reports or feedback within its own organization. Disclosure of one or more of these matters can only take place after prior written permission has been obtained from Heartful Coaching.

ARTICLE 14. CONFIDENTIALITY

14.1 Heartful Coaching is obliged to maintain confidentiality of everything that has become known to it about its client. Heartful Coaching adheres to the Personal Registration Act and will only use its client's data for the processing and administrative handling of the assignment. The client's data will not be provided to third parties unless there are compelling legal reasons for doing so.

ARTICLE 15. SPECIAL PROVISIONS

15.1 Heartful Coaching reserves the right to immediately exclude participants from a training or workshop who, through their behavior or presence, disrupt or hinder the normal course of the workshop or training from further participation. Exclusion will be communicated to the client in writing (possibly afterwards) with reasons and does not release the client from the obligation to pay Heartful Coaching the full order amount.

15.2 Heartful Coaching is entitled, without giving reasons, to change the location where training courses or events are organized at any time if it has reasons to do so. Any resulting costs for participants cannot be recovered from Heartful Coaching.

15.3 Dutch law applies to everything that may happen under quotations or orders that are not provided for in these General Terms and Conditions.

15.4 In the event of disputes, the competent Dutch court will make a decision.