
General Terms & Conditions

Van Ede & Partners



1 Definitions

In these general terms and conditions, the following terms starting with a capital letter are understood to mean:

Client: The person (s) and / or legal person (s) who has entered an agreement with the Contractor to perform Services in the field of coaching or related activities.

Contractor: Van Ede Group B.V. including the affiliated companies and parties that, with the permission of Van Ede Groep B.V. are trading under the name Van Ede & Partners.

Client: The person participating in

- a counseling program in the field of career coaching, executive coaching and outplacement;
- master classes, training or workshops; or
- related activities.

Services: All activities in the field of career coaching, executive coaching and outplacement that have been commissioned, or that arise from or are directly related to the assignment. All this may be understood within the broadest possible sense of the word.

Agreement: Any agreement between the Client and the Contractor to provide Services by the Contractor on behalf of the Client.

Parties: Client and Contractor jointly.

2 Applicability

2.1 These conditions apply to all Agreements closed with the Contractor. The applicability of the general terms and conditions of the Client, however named, is hereby expressly rejected.

2.2 These general terms and conditions also apply to every Agreement in which third parties are involved in the performance by the Contractor.

2.3 Deviations from these conditions are only binding if and insofar as they have been agreed on in writing between the Parties.

2.4 If these conditions have also been drawn up in a language other than Dutch, the Dutch version will be binding in the event of a dispute.

2.5 If one or more provisions of these general terms and conditions are void or should be destroyed, the other provisions of these general terms and conditions remain fully applicable. The Client and the Contractor will then enter into consultations to agree on a new provision to replace the invalid or nullified provision, in accordance with the purpose and outline of the original provision as much as possible.

3 Quotations and inception of the Agreement

3.1 All offers made by the Contractor are without obligation and are valid for 2 months, unless indicated otherwise. The Contractor is only bound by an offer if the Client's acceptance thereof has been confirmed to the Contractor without reservation or change within the stipulated period of validity.

3.2 The Contractor cannot be held to its offers if the Client should have understood, in terms of reasonableness and fairness and generally accepted views in society, that the offer or part thereof contains an obvious mistake or clerical error.

3.3 The prices in the offers are exclusive of VAT unless expressly stated otherwise.

3.4 The Agreement comes into effect by acceptance of the offer by the Client as referred to in the last sentence of paragraph 1 or by paying the fee charged by the Contractor to the Client. Unless otherwise stipulated, the Parties have also entered into an Agreement if the Contractor confirms in writing an agreement made between the Parties and the Client does not dispute

the correctness thereof in writing within 10 working days or - if that term is shorter - before the start of the agreed Services.

4 Executing the Agreement

4.1 Each Agreement leads to a best efforts obligation for the Contractor, whereby the Contractor is required to fulfill its obligations to the best of its ability, with the necessary care and craftsmanship.

4.2 In all cases where the Contractor deems it useful or necessary, it has the right - in consultation with the Client and / or Client - to have certain Services performed by third parties or to be assisted by third parties.

4.3 The Client will ensure that all information, which the Contractor indicates is necessary for the performance of the Agreement, is provided to the Contractor in a sound, complete and timely manner. If the information required for the execution of the Agreement has not been provided to the Contractor in time, the Contractor has the right to suspend the execution of the Agreement and / or to charge the Client for the additional costs arising from the delay in accordance with the usual rates.

4.4 If a term has been agreed on for the completion of certain Services by the Contractor, this is not a strict deadline, unless expressly agreed otherwise. Exceeding the agreed term therefore does not result in an attributable shortcoming on the part of the Contractor. For that reason, the client cannot dissolve the Agreement and is not entitled to compensation. If the agreed term is exceeded, the Client may set a new, reasonable term within which the Contractor must execute the Agreement. Exceeding this new term may provide the Client with a ground for dissolution of the Agreement.

4.5 Clients purchase the Services in advance. Unless otherwise specified, these can be used for the period specified in the offer from the date of the Client's intake.

5 Changes to the Agreement

5.1 If during the execution of the Agreement it appears that a proper execution requires to change or supplement the Agreement, the Contractor will inform the Client of this as soon as possible. The Parties will then proceed to amend the Agreement in a timely and cooperative manner.

5.2 If the Parties agree that the Agreement will be amended or supplemented, the time of completion may be influenced by this. The Contractor will inform the Client of this as soon as possible.

5.3 If the amendment or addition to the Agreement will have financial, quantitative and / or qualitative consequences, the Contractor will inform the Client of this in advance.

5.4 The Contractor is more specifically entitled:

1. to change the counseling process or programs of master classes, training courses or workshops in the interim for reasons of qualitative improvement;
2. change elements of a guidance program and / or the planning of master classes, training courses, workshops regarding place and time;
3. in case of insufficient registrations, to cancel a master class, training or workshop, or to not accept new registrations for an existing master class, training or workshop. Registered participants will receive a notification of this, after which their obligations will lapse and / or obligations that have already been met will be refunded and / or a replacement master class, training or workshop will be offered.

6 Confidentiality and Privacy

6.1 Information provided by the Client or project commissioner will be treated confidentially by the Contractor, its employees and independent professionals working for it. The contractor adheres to the applicable privacy legislation.

6.2 The Contractor applies a privacy policy. This is published on www.vanede.nl.



7 Intellectual property

7.1 The Contractor is entitled to the intellectual property rights with regard to the Services and products it provides - under the Agreement - to the Client and / or Client or used under the Agreement, including but not limited to readers, exercise material, models, techniques, instruments. This includes software.

7.2 The Client and / or project commissioner may not use these Services and / or products, to which the Contractor is entitled with regard to intellectual property rights, other than for the benefit of this assignment, without the express written permission of the Contractor.

8 Fee and costs

8.1 Unless explicitly agreed otherwise, the Contractor's fee consists of a predetermined fixed amount per Agreement or per Service provided and / or can be calculated on the basis of rates per time unit worked by the Contractor.

8.2 All fees are exclusive of government levies such as sales tax (VAT), as well as exclusive travel and other expenses incurred for the Client and / or project commissioner, including but not limited to invoices from engaged third parties.

9 Payment

9.1 The fee will be charged by the Contractor to the Client and paid by the latter in advance.

9.2 Unless otherwise stipulated, the Client will pay the fee to the Contractor within 15 days of the invoice date. After this period, the Client owes interest of 1% per month on the outstanding invoice amount. In the absence of timely payment, all reasonable costs incurred in order to obtain this payment including legal costs are for the account of the Client.

9.3 In the event that there are several Clients, each Client is jointly and severally liable to the Contractor for the payment of the total invoice amount.

9.4 If and insofar as the Client does not make use of these agreed Services after commencement of the agreed Services - even without cancellation - no full or partial refund will be granted.

10 Liability

10.1 The Contractor is only liable to the Client and / or project commissioner for damage as a result of gross misconduct with regards to executing of the Agreement. This is the case if the Contractor does not observe the required care and expertise in the execution of the Agreement.

10.2 If, for whatever reason, no insurance payment can be claimed, the liability of the Contractor towards the Client and / or project commissioner is limited to the fee of the assignment to which the liability relates, with a cap of € 5,000.

10.3 The Contractor is not obliged to compensate for indirect damage suffered by the Client or the project commissioner, including but not limited to consequential damage, loss of profit and damage as a result of business interruption.

10.4 The Client indemnifies the Contractor against all claims (such as damages and legal claims) of third parties that are related to the performance of the Agreement between the Client and the Contractor, unless it concerns claims resulting from serious shortcomings of the Contractor.

10.5 If the Client and / or project commissioner has not brought a legal claim against the Contractor within one year after discovering the damage, this legal claim will lapse after the year's end.

11 Cancellation policy

11.1 The Services ought to commence on the date of acceptance by the Contractor - which happens upon signing the agreement - of the offer received from the Contractor. Apart from



this, the parties can agree on a different starting date, but then this date will have to be explicitly and separately agreed on in writing by the Parties.

11.2 Unless otherwise stipulated, a Client can cancel the Agreement in writing up to 10 working days before the start of the agreed Services without giving any reason. The cancellation date is the date of the postmark, email date or fax date.

11.3 The Client owes the full agreed principal if he cancels the Agreement after the 10 working day period referred to in paragraph 2.

11.4 Cancellation of a single coaching session by the Client must take place - regardless of the reason for cancellation - at least 24 hours in advance, whereby the confirmation of receipt by the coach is required. In the event of cancellation within 24 hours, the relevant costs on the credit will be deducted from the total number of agreed supervision hours, or will get still invoiced.

12 Termination of the Agreement

12.1 The Contractor is entitled to terminate the Agreement, with immediate effect, without judicial intervention, by means of a written notification thereof to the Client, if the Client fails to pay an invoice sent by the Contractor within 14 days of a written reminder.

12.2 The Contractor is entitled to terminate the Agreement with immediate effect and without judicial intervention by means of a written notification thereof to the Client if any obligation arising from the Agreement is not or not properly complied with within 14 days of a written reminder.

12.3 Both the Principal and the Contractor can terminate the Agreement in writing with immediate effect, if the other party is granted a moratorium or has been declared bankrupt.

13 Disputes

13.1 Dutch law applies to all Agreements between the Client and the Contractor.

13.2 If the Contractor and the Client or project commissioner have a dispute arising from this Agreement, they will try to resolve this dispute between each other first and, if this does not work, to use mediation. A mediator will be appointed by mutual agreement. The costs of the mediator will be borne by the parties in halves.

13.3 If consultations and / or mediation do not lead to a resolution of the dispute, all disputes with regard to this Agreement or with regard to everything related to or arising from it will be submitted exclusively to a qualified Dutch court.

14 Other provisions

14.1 The Contractor is authorized to make changes to these conditions. These changes will take effect at the announced time of entry. The Contractor will send the amended conditions to the Client in a timely manner. If no time of commencement has been communicated, a change towards the Client will take effect as soon as the change has been notified to him by the Contractor.

14.2 These conditions are also stated on www.vanede.nl.