

# Terms and Conditions of Powerful People

## Article 1. Definitions

1. In these general terms and conditions the following definitions apply:

**Contractor:** Powerful People, personally represented by Wouter Metz, who uses these general terms and conditions to offer services;

**Client:** the person, company or body giving the order for the work;

**Services:** all products and services provided by the contractor to the client.

**Coachee:** the person who participates in a guidance, advice or coaching process, the latter if he is not the client himself.

## Article 2. Applicability of these terms and conditions

1. These general terms and conditions apply to all offers and agreements whereby the contractor offers or provides services. Deviations from these terms and conditions are only valid if expressly agreed upon in writing;

2. Not only the contractor but also all persons or companies involved in the execution of any order for the client may invoke these general terms and conditions;

3. These general terms and conditions shall also apply to additional assignments and follow-up assignments from the client;

4. Any purchase or other general terms and conditions of the client shall not apply unless expressly accepted by the contractor in writing.

## Article 3. Quotations

1. Quotations made by the contractor are without obligation; they are valid for 30 days, unless otherwise indicated. The contractor shall only be bound by the offers if the acceptance thereof is confirmed in writing by the other party within 30 days;

2. The prices in the said offers are exclusive of VAT, unless otherwise indicated;

3. Quotations shall be based on the information available with the Supplier.

## Article 4. Execution of the Agreement

1. Agreements concluded with the contractor lead to an obligation of effort for the contractor, not to an obligation of result, whereby the contractor is obliged to fulfil its obligations in such a way as may be required according to standards of care and craftsmanship at the time of performance. The contractor shall comply with the NOBCO guidelines and rules of conduct to the best of his knowledge and ability;

2. If and in so far as required for the proper performance of the Agreement, the Contractor shall have If and to the extent required for the proper execution of the agreement, the contractor has the right to have certain work performed by third parties. This will always take place in consultation with the client;

3. The client will see to it that all data which the contractor indicates

The client will ensure that all information which the contractor indicates is necessary or which the client should reasonably understand is necessary for the execution of the agreement will be provided to the contractor in a timely manner.



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If the data necessary for the execution of the agreement are not provided to the contractor in time, the contractor shall be entitled to suspend the execution of the agreement and/or to charge the client for the additional costs resulting from the delay according to the usual rates;

4. The contracted party will not be liable for damage, of whatever nature, as a result of the fact that the contracted party has relied on incorrect and/or incomplete information provided by the client, unless it should have been aware of such incorrectness or incompleteness;

#### Article 5. Contract duration and termination

1. If the agreement concluded between the parties relates to the delivery of the same performance more than once

of the same performance more than once, it shall be deemed to have been entered into for an indefinite period unless expressly agreed otherwise in writing.

otherwise expressly agreed upon in writing.

2 Both parties may terminate the agreement in writing at any time. If the duration of the assignment is one year or longer, the parties must observe a notice period of at least 3 months.

#### Article 6. Modification of the Agreement

1. If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement the work to be done, parties will timely and in consultation adapt the agreement accordingly;

2. If the parties agree that the agreement will be amended or supplemented, the time completion of the performance may be affected as a result. The Contractor will inform the Client of this as soon as possible;

3. If amending or supplementing the Agreement will have financial and/or qualitative consequences. If amending or supplementing the agreement has financial and/or qualitative consequences, the Supplier will inform the Client in advance;

4. If a fixed fee has been agreed, the Supplier will indicate the extent to which the change or supplement to the agreement will result in an increase of this fee.

#### Article 7. Secrecy

1. The parties are obliged to keep confidential all confidential information that they receive from each other or from other sources in the context of their

their agreement from each other or from another source. Information is considered confidential if it has been communicated by the other party or if it arises from the nature of the information.

2. The assignment will not be referenced externally by the contractor without the client's permission.

#### Article 8. Intellectual property

1. In so far as any copyright, trademark, design, trade name or other intellectual property rights are vested in the services provided by the contractor in performance of the agreement, the contractor shall be and remain the holder or owner of such rights. The client may only use the tangible carriers of these rights for the purpose for which they were provided to the client, may not multiply them and may not change or remove copyright, trademark, design, trade name, and other designations;

2. Contractor reserves the right to use the knowledge gained in the execution of the work for other purposes, as long as no confidential information is brought to the knowledge of third parties.



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### Article 9. Payment

1. Unless otherwise agreed in writing, payment must be made within 14 days of the invoice date, in a manner to be indicated by the contractor and in the currency in which the invoice was raised. Payment shall be made without deduction, compensation or suspension for whatever reason;
2. If the client has not paid the amounts due by the due date, he shall he shall automatically be in default, without further notice of default being required. In the event of default of payment by the client, the contractor shall be entitled to discontinue or suspend all work to be performed for the client with immediate effect, without becoming liable to the client for damages in any way.
3. In the event of default of payment, the principal shall also be liable for default interest on the outstanding claims at the statutory rate;
4. In case of liquidation, bankruptcy or suspension of payment of the client, the claims of the contractor and the obligations of the client towards the contractor will be immediately due and payable;
5. Payments made by the client shall always serve to settle firstly all interest and costs due, secondly all invoices due and payable that have been outstanding the longest, even if the client states that the payment relates to a later invoice. even if the client states that the payment relates to a later invoice;
6. If more than the usual effort is required of the contractor to perform the Agreement, the Supplier may demand payment (or equivalent security) before commencing its work.

### Article 10. Collection costs

1. In the event that the contractor, for reasons of its own, decides to pursue a claim for non-payment of one or more unpaid invoices through the courts, the client will be liable for the following in addition to the principal sum and principal sum and interest owed, the client will be obliged to reimburse all judicial and extrajudicial costs reasonably incurred. This shall always include the costs of collection agencies, as well as the costs and fees of bailiffs and lawyers, even if these exceed the legally awarded legal costs. The compensation of judicial and extrajudicial costs incurred shall amount to at least 15% of the principal sum due.

### Article 11. Liability

1. The contractor does not accept any liability, howsoever arising, for damage caused by or in connection with services provided by it, unless the client proves that the damage was caused by intent or gross negligence on the part of the contractor
2. The liability of the contractor is limited to the invoice value of the order, at least that part of the order to which the liability relates;
3. Contrary to the provisions of paragraph 2 of this article, in the event of an order with a duration of duration than six months, the liability will be further limited to the invoice amount due over the last six months. invoice amount due over the last six months.
4. If damage is caused to persons or objects by or in connection with the performance of services by the contractor or otherwise, for which the contractor is liable, such liability shall be limited to the amount paid out under the general liability insurance taken out by the contractor, including the excess borne by the contractor in connection with such insurance.
5. Any liability of the contractor for trading loss or other indirect or consequential loss of any kind is expressly excluded.



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## Article 12. Cancellation/ termination of the agreement.

1. The service provider has the right to cancel a course, training, guidance or coaching without giving a reason or to refuse the participation of a coaching program or to refuse participation of a client or to refuse the coachee designated by the client, in which cases the client is entitled to a refund of the full amount paid by the client to the contractor;
2. The client for a course, training, guidance or coaching program shall be entitled to cancel participation in or assignment for a course, training, guidance or coaching program by letter sent by registered mail;
3. Cancellation of the assignment by the client up to four weeks before the start of the course, training, guidance or coaching process, free of charge. In case of non-cancellation, the client shall be obliged to pay the total amount of the course, training, guidance or coaching program.
4. In the event of cancellation within 4 weeks up to and including 1 week before the start of the course, training, guidance or coaching process, the contractor will be entitled to charge 50% of the amount due and, in the event of cancellation within one week, the full amount.
5. If the client or the coachee designated by the client after the start of the course the course, training, guidance or coaching process prematurely terminates participation or does not participate. The client is not entitled to any reimbursement, unless the special circumstances of the case, in the opinion of the contractor, justify otherwise.
6. An individual guidance or coaching session may be cancelled or postponed free of charge up to 48 hours before the start of the session.  
An individual guidance or coaching session may be cancelled or rescheduled free of charge up to 48 hours before the start of the session. In the event of cancellation or rescheduling within 48 hours, the contracted party will be entitled to charge the full fee agreed upon for the session, with a minimum of €100. If the client or designated coachee does not appear at the scheduled meeting, the same rates will be applied.
7. If one of the parties materially fails to fulfill its obligations and, after being expressly reminded of this by the other party, fails to fulfill this obligation within a reasonable period of time, the other party is entitled to terminate the agreement without the terminating party owing the defaulting party any compensation. The performances that were delivered until the termination shall be paid in the agreed manner.

## Article 13. Personal data

1. By entering into an agreement with the contractor, permission is granted to the contractor for automatic processing of personal data obtained from the agreement. See the privacy statement on the website for more information.

## Article 14. Dispute resolution

1. Any agreement between the contractor and the client is governed by Dutch law;
2. Disputes arising from agreements to which these terms and conditions apply and which do not fall within the competence of the subdistrict court, will be submitted to the competent court in the district in which the contractor has its registered office.



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