

Terms and Conditions

Article 1 – Definitions and Applicability

In these terms and conditions:

Contractor: **Liis Lulla Coaching**, registered in the trade register under number **18107906284** uses these general terms and conditions for the provision of services.

Client: the person of the body that orders the contractor to accept services.

Client: the person who uses one of the services offered by the contractor.

The principal and the client can, but need not, be the same.

Unless agreed otherwise in writing, these general terms and conditions apply to all offers and agreements of the contractor.

Subject to these general terms and conditions, they are only valid if they have been bound and agreed in writing.

The applicability of each condition of the client is determined by the contractor by hand, unless it has been laid down in writing by the contractor.

These general terms and conditions cannot be applied to silence.

Article 2 – Quotations and offers

Quotations from the contractor are based on information provided by the client.

All quotations and offers from the contractor are without obligation, unless expressly stated otherwise in the offer.

Quotations are valid until the date stated on the quotation. After this date, no rights can be derived from the underlying offer.

Unless stated otherwise in a quotation, the quoted prices are exclusive of VAT for companies and inclusive of VAT for private clients.

Quotations do not automatically apply to future assignments.

The contractor cannot be held to a quotation if the client can reasonably understand that (a part of) the quotation contains an obvious mistake or error.

Article 3 - Establishment and fulfilment of agreement

An agreement is concluded between the contractor and a client by offer and acceptance.

An assignment is granted by the signed return of a quotation issued by the contractor, or by agreeing to a digital quotation sent by the contractor.

The agreement is also deemed to have been concluded in accordance with the quotation issued by the contractor, as soon as the contractor has commenced the actual provision of services.

The agreement concluded with the contractor leads to a best efforts obligation for the contractor, not an obligation of result.

The contractor is obliged to perform the work to be performed by it to the best of its knowledge and ability, in accordance with the requirements of good workmanship.

In some cases, the contractor performs its services (partly) with the help of third parties engaged by it.

In the event of force majeure, as a result of which compliance with the agreement cannot reasonably be expected from the contractor, the implementation of the agreement will be suspended in order to be fulfilled at a later date, or the agreement will be terminated, all without any obligation to pay compensation.

Article 4 – Provision of information by the client

The client is obliged to provide all personal data requested by the contractor. The contractor will only ask for information that is necessary for the execution of the agreement. If changes occur in the data provided by the client after the conclusion of the agreement, this must be passed on to the contractor.

The contractor is not responsible for the consequences of the client not having received information due to incorrect (address) data.

Article 5 – Payment

Payment must be made within the term indicated on the invoice, in a manner to be indicated by the contractor, unless otherwise agreed. If no term has been agreed, payment must be made within 14 days of the invoice date.

If the client fails to pay the invoice on time, it will be in default immediately and without notice of default. The client then owes statutory interest to the contractor. In that case, the contractor may decide to suspend the provision of services to the client or to terminate the agreement with immediate effect. The contractor will inform the client in writing of any intention to suspend the service or terminate the agreement.

Objections to the amount of the invoice do not suspend the payment obligation of the client.

All judicial and extrajudicial costs involved in the collection will be borne by the client.

Unless agreed otherwise in writing, the client is the one who is obliged to pay the agreed price for the services provided by the contractor.

Article 6 – Cancellation/termination of the agreement

The contractor has the right to cancel a coaching session, coaching trajectory, workshop or training without giving any reason or to refuse participation of a client or 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 it to the contractor.

Cancellation by the client can be done free of charge up to 6 weeks before the start of a coaching process, workshop or training. In the event of non-cancellation, the client is obliged to pay the total amount of the coaching process, coaching session, workshop or training.

In the event that the client or the client, after the start of the coaching program or training, terminates participation prematurely or otherwise does not participate in it, the client is not

entitled to any refund, unless the special circumstances of the case, in the opinion of the contractor, justify otherwise. .

An individual coaching session can be canceled or moved free of charge up to 24 hours before the start. The Contractor strives to always allow appointments to continue or to move them to another time. In the event of cancellation within 24 hours, the contractor is entitled to charge the previously agreed price.

The contractor has the right to terminate the agreement with immediate effect and without judicial intervention, if the client fails to fulfill the obligations arising from the agreement, including the obligations laid down in these terms and conditions, unless the client, after written notice, has been summoned to fulfill its obligations within 14 days after sending this notice.

Article 7 – Liability and risk

The contractor does not accept any liability towards the client as a result of a shortcoming or wrongful act attributable to the contractor.

If the contractor should be liable for any damage, then the liability is limited to a maximum of the amount of the total compensation of an assignment.

The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the contractor or its subordinates.

If, due to or in connection with the performance of services by the contractor or otherwise, damage is caused to persons or property, for which the contractor is liable, that liability will be limited to the amount of the payment under the liability insurance taken out by the contractor, including the deductible that the contractor bears in connection with that insurance.

Article 8: Force majeure

The contractor is not obliged to fulfil any obligation towards the client if it is prevented from doing so by force majeure. The contractor can suspend the obligations under the agreement during the period that the force majeure lasts. If this period lasts longer than two months, both parties are entitled to dissolve the agreement, without any obligation to pay damages to the other party. Work performed by the contractor before the occurrence of the force majeure may be invoiced to the client.

Article 9 – Intellectual Property and User Right

The copyright and any other intellectual property rights remain with the contractor. All documents produced and/or provided by the contractor, such as reports, advice, calculations, etc., are exclusively intended for use by the client and may not be reproduced, made public or used by anyone other than the contractor without the prior consent of the contractor. be exported, unless expressly agreed otherwise or unless the nature of the documents provided dictates otherwise.

Article 10 - complaints procedure

Any complaints about services provided by the contractor must be made known to the contractor in writing and with reasons within 8 days after delivery thereof. Failing this, the client is deemed to agree with the services provided. Submitting a complaint does not release the client from his payment obligation.

Article 11 - final provision

If a provision in these general terms and conditions is null and void or should be nullified, the other provisions of these general terms and conditions will remain fully applicable. To replace the void or voided provision, the contractor and the client will agree on a new provision in consultation. The aim and purport of the original provision will be taken into account as much as possible.

Dutch law applies to the agreement between the contractor and the client.

These conditions remain in force if the contractor changes its name, legal form or owner.

Privacy regulations

In order to perform the assignment as well as possible, the contractor keeps a record of personal and administrative data. To guarantee clients and clients that their privacy is protected and that their data is handled carefully, the contractor applies privacy regulations.

Article 1 – Personal data

The personal data provided by the client to the contractor are personal data within the meaning of the Personal Data Protection Act (Wbp). The contractor is responsible for ensuring that this personal data is processed in accordance with the Wbp and in a proper and careful manner.

The personal data provided by the client are exclusively intended for the purpose for which they were transferred and issued. This concerns data with which the contractor can carry out the assignment, data with which the contractor can keep the financial administration and data with which the contractor can contact the client.

The client may request to inspect his personal data and to correct, supplement or change this data.

Article 2 – Confidentiality

The contractor treats all information about individual clients confidentially and ensures that this information is not disclosed to third parties. Only in emergencies where the life of the client himself or others is or threatens to be in danger, this can be deviated from.

The contractor shall ensure that this confidentiality obligation is also observed by any third parties engaged in the performance of its work.

Article 3 – Retention period

The personal data will not be kept longer than is necessary for the execution of the assignment, unless otherwise agreed with the client.

These general terms and conditions have been drawn up by the Professional Association for Lifestyle Coaches in the Netherlands and registered with the Chamber of Commerce under number 64219887.