

## **ARTICLE 1: DEFINITIONS**

In these Terms&conditions the following will be mentioned as:

Contractor: Roel Gaasbeek, operating under Your Own Way, Hiking Coach & Motivational Speaker, situated in Borne The Netherlands registred at the Chamber of Commerce with number: 89305213.

Client: All (legal) persons who established an agreement or contract (verbally or in writing) to give coaching, lectures or English classes. This can be the client in person, an employer or a different client.

Services: All provided services and products from the contractor to the client such as coaching, counseling, training, lectures and other forms of counseling in the widest context of these given terms. All other activities concerning and needed to complete the assignment, containing work not specifically given by the client as well.

Terms & Conditions: These Terms&Conditions

In writing: Next to traditional writing communication options, communication per e-mail or any other way of communication which can be seen as a fitting way of communicating in these present times.

## **ARTICLE 2: VALIDITY OF THESE TERMS AND CONDITIONS**

1. These terms and conditions are valid and applicable to all offers and agreements given by the contractor. Exceptions on these terms are only valid when they are agreed up on in writing.
2. Not only the contractor, but also persons or corporations/companies who are involved to execute the assignment for the client can appeal to these terms and conditions as well.
3. These terms and conditions also apply on additional or follow-up assignments.
4. Possible sourced or other terms and conditions on the side of the client are not valid, unless agreed up on in writing by the contractor.
5. If in any case any points in these articles are not valid, other points remain so.
6. Only Dutch law is applicable on these terms and conditions.

## **ARTICLE 3: TENDERS**

1. The tenders provided by the contractor are non-committal and free of charge. The tender will stay valid for 30 days. The contractor is bound to the tender if the client accepts the tender and is confirmed in writing within the period of 30 days.
2. The rates on the tender for individual and business clients are given excluding 21% tax.
3. The tender will be provided on the basis of the information given by the client.

## **ARTICLE 4: EXECUTION OF THE ASSIGNMENT**

1. The client agrees up on the fact that the contractor works for other clients as well.
2. Both parties agree not to have a contract of employment stated in Dutch Civil Law in article 7:610 e.v.BW.
3. The contractor is totally independent while working on his assignments. He executes his work in his own vision and without guidance or supervision of a manager or other client.

4. The agreement for the assignment will be executed by the contractor with full commitment, there is no commitment for results, unless agreed up on in writing.

5. If it is necessary to consult or let work be done by a third party to make the agreement a success, the contractor has the right to do so. This will only be done in agreement with the client.

6. All reasonably and relevant information necessary to execute the assignment must be provided by the client and within a reasonable time frame. If the necessary information is not provided, or not provided on time, the contractor has the right to cancel or delay the agreement. All costs made will be charged at the client.

7. The contractor is not responsible for any damage, of any kind, even if the contractor acts with incorrect or incomplete information provided by the client, unless this incorrectness or incompleteness should be known to him.

#### **ARTICLE 5: LENGTH OF CONTRACT AND TIME-FRAME**

1. If a time-frame is agreed up on to execute the assignment, than this time-frame is never a fatal time-frame. If the time-frame is exceeded the client has to inform the contractor about this matter in writing.

#### **ARTICLE 6: CHANGE OF THE CONTRACT**

1. If it seems that it is necessary that during execution of the contract more or different information is needed to bring it to a success, both parties will change the contract in mutual agreement.

2. Agreed up on changes in the contract of both parties may influence the time-frame of the contract or time of an assignment. The contractor will inform the client as soon as possible when this is the case.

3. If the change has any influence on the quality of the service or product delivered, the contractor will inform the client prior to delivery about this situation.

4. If a set rate is agreed up on the contractor will inform the client about any changes in the rates due to made changes in the contract.

#### **ARTICLE 7: CONFIDENTIALITY**

1. The contractor will not publicize any information provided by the client unless this is agreed up on in writing or if the contractor is obliged to do so according to Dutch Law.

2. Both parties are obliged to maintain confidentiality of all information available to execute the contract or assignment. Information is seen as confidential if the information is given to execute the contract or is given during execution of the contract.

3. In case of eminent danger for the client, contractor, certain persons or for society, the contractor has the right to share information if the eminent danger can be prevented.

4. If the contractor is obliged by Dutch Law to provide information, no compensation in what kind can be asked or demanded for by the client.

## **ARTICLE 8: INTELLECTUAL PROPERTY**

1. Copyright, brand-, models-, tradenames- or other rights of intellectual property are, and will remain in the ownership of the contractor. The client can only use these intellectual properties to execute the assignment explained in the contract. The client is not allowed to share, change, multiply, replicate or sell these intellectual properties owned by the contractor.
2. The contractor is free to use gained knowledge obtained during execution of the contract for other purposes. It is not allowed for the contractor to share or use confidential information about the client.

## **ARTICLE 9: PAYMENT**

1. Payments must be done within 14 days of the invoice date in a currency stated by the contractor on the invoice. The payment will be done without any compensation, suspension or deduction in any form. The client is not allowed to cancel the payment, even when there is a complaint.
2. When the client fails to pay within 14 days of the invoice date, the client is at fault. In case of a payment default the contractor is allowed to cancel all further obligations towards the client, without the possibility for the client to ask for compensation in any kind.
3. In case of a failed payment the client is obliged to pay a default interest over the outstanding payments equal to interest stated by Dutch Law.
4. In case of a suspension of payment, bankruptcy, or liquidation of the client, outstanding payments can be demanded immediately by the contractor.
5. The payments done by the client are at first meant for costs and interest, second for invoices longest outstanding, even if the client states that the payment is meant for a different invoice.

## **ARTICLE 10: COLLECTION COSTS**

1. If the contractor wants to collect outstanding payments at the client through a legal procedure he has the right to do so. Supplementary costs like interest, reasonable legal fees are charged at the client next to the principal outstanding amount. Legal fees like costs for lawyers, legal procedures and debt companies will be charged as well, even if these costs will exceed the costs of a legal process. The reimbursement of judicial costs and non-judicial costs is at least 15% of the principal amount.

## **ARTICLE 11: LIABILITY**

1. The contractor will give his best effort, best insight and ability to execute the assignment as coaching, lectures, counselling, classes and presentations. The end result can rely on circumstances where the contractor has no influence on. The contractor gives no guarantee about the end result.
2. If a product is delivered in defective state the contractor is only obliged to return the payment or to send a replacement product.
3. The contractor cares no responsibility for any damage done, direct or indirect, unless the damage was done due to recklessness by the contractor.
4. If there are any physical or mental disorders, the contractor will strongly advice to seek medical help. Coaching or counselling is in no ways a replacement for any medical treatment or can be seen as a medical treatment.

5. If the client is or was treated by a specialist, psychiatric or any other professional caregiver, uses medication for mental illness, the client has to inform the contractor about this before the assignment has started.
6. The contractor is never liable for any emotional, direct or indirect damage deriving from decisions made by the client, discussed with the contractor in advance or not. The client is always responsible for decisions, choices, own behaviour and consequences, during and after the assignment.
7. If the contractor is liable, then his liability is written in these terms and conditions. The contractor is in no way liable for any (physical) damage incurred during a hiking coaching, for example a sprained ankle, damaged knee or broken leg caused by a fall.
8. The liability of the contractor in case of attributable shortcoming agreed in the contract is limited to a refund of the direct damage to a maximum of the principal outstanding amount presented in the contract.
9. Direct damage is solely:
  - Reasonable costs for determination of the damage, to the extent that the determination is valid for damage mentioned in these terms and conditions.
  - Reasonable costs by informing the contractor about his failing performance.
  - Reasonable costs made to prevent damage of further damage, if the client can prove these costs indeed prevented further damage as mentioned in these terms and conditions.
10. The limitations for liability for direct damage mentioned in these terms and conditions are not valid if the contractor caused the damage on purpose or through recklessness.

#### **ARTICLE 12: CANCELLATION OR TERMINATION OF THE CONTRACT**

1. The contractor has the right to refuse a contract, assignment, coaching, lecture, class or counselling without having to state the reasons. In this case the client has the right of a full reimbursement of the invoice paid.
2. The client has the right to cancel any assignment, coaching, lecture, class or counselling in writing.
3. The client has the right to cancellation till four weeks before the start of an assignment, coaching, lecture, class or counselling without any costs being charged. If the client fails to cancel, the client is obliged to pay full rate.
4. If a cancellation is done within four weeks until 1 week before the assignment, coaching, lecture, class or counselling starts, the contractor will charge 50% of the rate.
5. If a client decides to stop during an assignment, no reimbursement is given unless there are special circumstances judged by the contractor, justifying that.
6. An individual coaching or class can be cancelled until 24 hours before the coaching or class starts. With a cancellation or re-scheduling within these 24 hours the contractor has the right to send an invoice with full rates.
7. If one of both parties falls short in compliance of agreed obligations and is informed about this matter in written form, and does not execute the assignment within reasonable time, the other party can cancel all further agreements made. The until the cancellation provided services must be paid as agreed up on.

### **ARTICLE 13: PERSONAL DATA**

1. By agreeing to an assignment or contract done by the contractor the contractor has permission to automatic processing of personal data given by the client. These personal data will only be used by the contractor to execute the assignment or contract. In no circumstances will these data be shared or made public, unless Dutch Law obliges contractor to do so. See article 7 in these terms and conditions.

### **ARTICLE 14: DISPUTE SETTLEMENT**

1. Dutch Law applies to all contracts and assignments made.
2. Disputes settlements will be done and held by a suited judge in the district court where the contractor is settled.

