

## **General Terms and Conditions Career Coaching & Training by Projob bv**

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## Article 1. Definitions

In these General Terms and Conditions, the following terms have the following meanings:

**Contractor:** Projob Loopbaancoaching & Training.

**Client:** the person, company or body that instructs the Contractor to perform work.

**Services:** all the products supplied and services provided by the Contractor to the Client, including coaching, training and other forms of counselling, or provision of advice, all in the widest sense, as well as all other work of any nature performed for the benefit of the Client, carried out within the framework of an assignment.

**Agreement:** every arrangement between the Client and the Contractor regarding the provision of services by the Contractor for the benefit of the Client.

**Coachee:** the person taking part in a training, counselling process, advice process or coaching process, not being the Client himself.

**NOLOC:** Nederlandse Orde voor Loopbaanadviseurs. Outplacement Consultants and Career Coaches.

**Parties:** the Client, coachee and Contractor, jointly.

## Article 2: Applicability of these terms and conditions

1. These General Terms and Conditions apply to all offers and agreements through which the Contractor offers or provides services.
2. Derogations from these conditions are only valid if the Client and the Contractor expressly agree on them in writing.
3. In addition to the Contractor, all the persons or companies that are involved in the carrying out of any assignment for the Client may rely on these General Terms and Conditions.
4. These General Terms and Conditions also apply to all additional assignments and follow-up assignments of the Client.
5. Any purchase conditions or other general terms and conditions of the Client do not apply, unless the Contractor has expressly accepted these in writing.
6. In the event that one or more of these General Terms and Conditions are void or voided, the other stipulations of these General Terms and Conditions will continue to apply in full. In such case, the Client and the Contractor will consult in order to agree on a new stipulation to replace the void or voided stipulation, the objective or purport of which will be as close as possible to that of the original stipulation.

## Article 3: Applicable regulations

The Contractor provides the services in accordance with the "NOLOC Code of Conduct", or any professional rules that should take the place thereof, and considers itself bound by the

NOLOC Complaints Procedure or any professional rules and disciplinary proceedings that should take the place thereof. The applicable rules of conduct and regulations can be found on the NOLOC website.

#### **Article 4: Offers**

1. All the offers submitted by the Contractor are free of obligation. They are valid for 30 days, unless otherwise indicated. The Contractor is only bound by an offer if the Client's acceptance thereof is confirmed to the Contractor in writing within 30 days, without amendment or reservation.
2. The prices stated in the relevant offers are exclusive of VAT, unless expressly indicated otherwise.
3. Offers are based on the information available to the Contractor.
4. The agreement is formed by the Client's acceptance of the offer as referred to in the last full sentence of paragraph 1.

#### **Article 5: Performance of the agreement**

1. For the Contractor, agreements entered into with the Contractor lead to an obligation to perform to the best of its ability rather than to an obligation to achieve a result, with the Contractor being obliged to comply with its obligations in the manner that may be expected of the Contractor according to the standards of care and craftsmanship that apply at the time of the performance. The Contractor will comply with the NOLOC guidelines and rules of conduct to the best of its knowledge and ability.
2. If and insofar as the proper performance of the agreement so requires, the Contractor is authorised to have certain work performed by third parties. This will always be done in consultation with the Client.
3. The Client will ensure that all the details that the Contractor indicates are required or that the Client may reasonably be expected to understand are required for the performance of the agreement are provided to the Contractor in due time. If the details required for the performance of the agreement are not provided to the Contractor in due time, the Contractor will be authorised to suspend performance of the agreement and/or charge the costs arising from the delay to the Client according to the usual rates.
4. If a term has been agreed upon for completion of certain activities by the Contractor, this will not be a strict deadline, unless expressly agreed otherwise. Therefore, such a term being exceeded does not result in an attributable failure on the part of the Contractor and is therefore no ground for termination of the agreement. In the event that such a term is exceeded, the Client may set a new, reasonable term within which the Contractor must perform the agreement, without prejudice to force majeure.



That new, reasonable term being exceeded is a ground for termination of the agreement by the Client.

5. If the Contractor is instructed to carry out an assignment or part thereof in collaboration with a third party, the Client will determine the duties of each party in consultation with all the parties involved. The Contractor does not accept joint and several liability, or liability for the performance of the duties and the associated activities of the third party.

## **Article 6: Complaints**

1. The Client must submit complaints concerning the work performed to the Contractor within 8 days of discovery thereof, in writing, with a detailed description of the ground for the complaint.
2. If the complaint is not handled to the Client's satisfaction, the Client may turn to: NOLOC, attn. the administrative office, PO Box 1058, 3860 BB Nijkerk, tel. +31 (0)33 2473475, [www.noloc.nl](http://www.noloc.nl).

## **Article 7: Contract term and termination**

1. If the agreement entered into by the parties pertains to the same performance being delivered multiple times, it will be deemed to have been entered into for an indefinite period of time, unless expressly agreed otherwise in writing.
2. Both parties can terminate the agreement at any time, in writing. If the term of the assignment is a year or longer, the parties must observe a notice period of at least two months.

## **Article 8: Amendment of the agreement**

1. If, during the performance of the agreement, it is established that, in order for the agreement to be performed properly, the work to be carried out must be amended or supplemented, the parties will amend the agreement accordingly, in due time, in mutual consultation.
2. The parties agreeing to amend or supplement the agreement may influence the time of completion of the performance. The Contractor will inform the Client of this as soon as possible.
3. In the event that amendments or supplements to the agreement have financial and/or qualitative consequences, the Contractor will consult with the Client.
4. In the event that a fixed fee has been agreed upon, the Contractor will in such case indicate the extent to which the amendment of or supplement to the agreement will lead to the fee being exceeded.



## **Article 9: Confidentiality**

1. Both parties are obliged to preserve the confidentiality of all the confidential information they receive from each other or from a different source within the framework of their agreement, without prejudice to any obligation imposed on the parties by law or an authorised government body to disclose certain details. Information will be considered to be confidential if this has been communicated by the other party, including the coachee, or if this arises from the nature of the information.
2. The Contractor will not refer to the assignment externally without the Client's permission.

## **Article 10: Intellectual property**

1. Insofar as the services provided by the Contractor in the performance of the agreement are subject to copyrights, trademark rights, design rights, trade name rights and other intellectual property rights, the Contractor will be and continue to be the holder or owner of these rights. The Client may only use the physical carriers of these rights for the objective for which these have been provided to the Client, may not multiply these and may not change or remove notices concerning copyrights, trademark rights, design rights and trade name rights and other notices;
2. The Client is authorised to use the knowledge acquired through performance of the work for other purposes, insofar as this does not result in third parties being provided with confidential information, and provided that it cannot be traced back.

## **Article 11: Fee and costs**

1. Unless expressly agreed otherwise, the Contractor's fee consists of a predetermined amount per agreement or service provided and/or may be calculated on the basis of rates charged per unit of time worked by the Contractor.
2. All fees are exclusive of government levies such as turnover tax (VAT), and exclusive of travel expenses and other expenses incurred for the benefit of the Client, including but not limited to invoices submitted by the third parties engaged.
3. The Contractor reserves the right to amend the fees agreed upon in consultation with the Client in connection with changes in the general price index and in connection with measures imposed by the government.

## **Article 12: Payment**

1. Unless agreed otherwise in writing, invoices must be paid within 8 days of the invoice date, in a manner to be indicated by the Client and in the invoiced currency. Invoices will be paid without deduction, compensation or suspension on any basis.



2. In the event that the Client is in default of payment, the Contractor is authorised to immediately cease or suspend performance of the work to be performed for the benefit of the Client, without this resulting in the Contractor being liable to pay the Client compensation.
3. In the event that it is in default in payment, the Client will furthermore owe a default interest on the outstanding claims, which is equal to the statutory interest.
4. In the event that the Client is liquidated, wound up or granted a moratorium, the Contractor's claims and the Client's obligations towards the Contractor will be immediately due and payable.
5. All payments made by the Client will first be applied to settle all interest and costs owed and subsequently the payable invoices that have been outstanding the longest, even if the Client indicates that the payment pertains to a later invoice.

### **Article 13: Collection costs**

In the event that, for reasons of its own, the Contractor decides to collect a claim in connection with non-payment of one or more unpaid invoices by legal means, the Client will be obliged to pay all the legal and extrajudicial expenses that are reasonably incurred in addition to the principal sum and interest owed. This will always include the costs of collection agencies, as well as the costs and fees of bailiffs and lawyers, even if these exceed the legal costs to be awarded in court. The compensation of the legal and extrajudicial costs will amount to at least 15% of the principal sum owed.

### **Article 14: Liability**

1. The Contractor accepts no liability whatsoever, in whatever manner, for loss arising from or suffered in connection with the services provided by it, unless the Client shows that the loss was caused by an intentional act or gross negligence on the part of the Contractor.
2. The Contractor's liability is limited to the invoice value of the assignment, or rather, the part of the assignment to which the liability pertains.
3. In the event of personal injury or damage to items arising from or in connection with the Contractor's provision of services or otherwise, the liability is limited to the amount that, in the relevant case, is paid out under the liability insurance taken out by the Contractor, plus any excess that may apply for the Contractor, in which case the total of these amounts is limited to a maximum of € 10,000.00.
4. If, for whatever reason, there is no insurance payment, the Contractor's liability towards the Client is limited to the invoice value of the assignment to which the liability pertains, to a maximum of € 5,000.00.
5. Any liability of the Contractor for trading loss or other indirect loss or consequential loss of any kind, is expressly excluded.

6. The Contractor will take due care when engaging third parties that are not employed by its organisation (such as consultants, experts or service providers). However, the Contractor is not liable for mistakes made by or failure on the part of these third parties.
7. The Client indemnifies the Contractor against any third-party claims (such as those pertaining to loss and legal action) in relation to the performance of the agreement between the Client and the Contractor.
8. Any claims of the Client as referred to in this article must be submitted within two months of the loss or damage being discovered, failing which the Client forfeits its rights.

### **Article 15: Personal data**

By entering into an agreement with the Contractor, the Contractor is given permission for the automatic processing of personal data received pursuant to the agreement. The Contractor will only use these personal data for its own activities.

### **Article 16: Cancellation/termination of the agreement**

1. The Contractor will be authorised to cancel a course, training, counselling process or coaching process, refuse a Client participation or refuse the coachee appointed by the Client without having to provide reasons, in which case the Client is entitled to reimbursement of the full amount that it has paid to the Contractor.
2. The Client for a course, training, counselling process or coaching process is authorised to cancel participation in or the assignment for a course, training, counselling process or coaching process by letter or by email. In such case, the cancellation is only valid if the Contractor confirms it.
3. The Client can cancel the course or training assignment free of charge, in full or in part, up to four weeks before the start of the course or training. In the event of cancellation between four weeks and one week before the start of the course or training, the Contractor is authorised to charge 50% of the amount owed, and the full amount in the event of cancellation within one week before the start. In the absence of a cancellation, the Client is obliged to pay the full amount of the course or training.
4. If the course assignment or training assignment is rescheduled within four working days before the start of the course assignment or training assignment and it concerns a training that is to take place on Projob's premises, € 300.00 excl. VAT will be charged for a group of 5-8 participants, and € 350.00 excl. VAT for a group of 9-12 participants. If it concerns a training that is to take place on the Client's premises, € 200.00 excl. VAT will be charged for a group of 5-8 participants, and € 250.00 excl. VAT for a group of 9-12 participants.
5. A counselling process or coaching process can be completely cancelled, free of charge, up to one week before the start of the process. In the event of cancellation

within five working days before the start of the process, the Contractor is authorised to charge the costs of the first interview in full.

6. In the event that the Client or the coachee appointed by the Client cancels the participation after the counselling process or coaching process has already commenced, the Client will not be entitled to reimbursement of the amount already invoiced if this is reclaimed after more than 2 months, unless, at the discretion of the Contractor, the special circumstances of the case justify a different course of action.
7. An individual counselling interview or coaching interview can be cancelled or rescheduled free of charge up to 48 hours before the start. In the event of cancellation or rescheduling between 48 and 24 hours before the start, the Contractor is authorised to charge 50% of the rate agreed upon for the interview. In the event of cancellation or rescheduling within 24 hours before the start, the Contractor is authorised to charge the full amount of the rate agreed upon for the interview, with a minimum of € 125.00. If the Client or the appointed coachee does not show up for the planned interview, the full amount for the interview will be charged.
8. If one of the parties fails seriously in complying with its obligations and, having been given express notice of default by the other party, fails to comply with these obligations within a reasonable term, the other party is authorised to terminate the agreement without the terminating party owing the defaulting party any compensation. Performances delivered until the termination will be paid as agreed.
9. The Contractor is authorised to terminate the agreement, with immediate effect, without judicial intervention being required, by means of a registered written notice to the Client, if the Client fails to pay an invoice sent by the Contractor within 14 days of a written notice of default.
10. Both the Client and the Contractor can terminate the agreement with immediate effect by means of a registered written notice if the other party is granted a moratorium or is put into liquidation.

## **Article 17: Settlement of disputes**

Any agreement between the Contractor and the Client is subject to Dutch law.

