



General conditions Coaching Today Ltd.

Article 1 definition

With Coaching Today these general conditions mean: Coaching Today Ltd., statutory established in Amsterdam;

Trainer: every coach/ trainer, who executes training/coaching on behalf of Coaching Today Ltd. at a constituent;

Constituent: every natural or legal person who has an agreement with Coaching Today Ltd. and/or filed an oral or written application to execute (staff) training/coaching;

An assignment: the agreement of an assignment, between Coaching Today Ltd. and constituent, under which activities are performed.

Article 2 relevance

These general conditions are applied on, written or not written fixed tenders, assignments and assignment confirmations of Coaching Today as far as one another is related to the execution of coaching/training at constituents.

Unless Coaching Today and the constituent agreed written differently, the provisions of these general conditions also fully of on each tender, assignment or assignment confirmation which continues building on, or results from an agreement earlier closed on which has been explained these general conditions.

Possible general conditions of constituent do not apply, unless these have been accepted by Coaching Today explicitly in writing.

Article 3 tenders without engagement

All tenders of Coaching Today are without engagement, unless the opposite has been explicitly announced in an individually specific written tender.

Article 4 selection

Coaching Today selects the trainer/coach by means of the at Coaching Today confessed qualities and skills present for trainings/coaching to put for a trainer/coach at on side and the supplied information by constituents to Coaching Today concerning the execution of trainings/coaching on the other side.

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Coaching Today is entirely free in the choice of the trainer or coach, who it uses on an application. At the selection of trainers/coaches Coaching Today applies an extreme exactitude. Constituent is obliged to insure itself immediately that the trainer/coach satisfies the expectations after starting the activities. Coaching Today accepts absolutely no liability if at or after placing the trainer/coach does not satisfy to the expectations.

Article 5 liability

Constituent is responsible for damage during the execution the assignment and frees Coaching Today entirely of each damage to constituent, third parties or trainers/coaches caused by actions or negligence of the trainer/coach that concerns the performed task.

If Coaching Today can be held responsible legally for damage because of an accountable shortcoming in the compliance of an on its resting obligation from an assignment or because of an unlawful action, the following applies:

- a. Coaching Today is not responsible for consequence damage, such as lacked profit or reduced turnover, by constituent or a customer of constituent;
- b. other damage then under a. meant is compensated for up to up to 40% of the invoice value of by constituent in pursuance of the task stipulate compensation. The aforementioned damage limit applies to all claims together those from a certain actions or leaving behind Coaching Today and/or of its trainers/coaches result.

Article 6 guarantee security and protection

Constituent obliges himself both towards the trainer/coach and towards Coaching Today to arrange and maintain the rooms and material with which the trainings/coaching are performed by its trainers/coaches, in such a manner, as well making such arrangements for performing the trainings/coaching that the coach/coach is protected against physical danger and honor and goods, so far as can be progressed concerning the nature of the activities.

Constituent will supply Coaching Today information about professional qualification desired from the coach/coach before starting the trainings/coaching as well as a document containing the specific problems for which will become trained/coached.

If the trainer/coach have an industrial accident or an occupational disease, the constituent have to report this directly to Coaching Today and take care a report is made up immediately, in which the cause of the accident is registered in such away that it can be made up with a reasonable certainty if and to what extent the accident is the consequence of the fact that insufficient measures had been taken preventing such an industrial accident.

If the obligations have not been complied in such as called in the previous parts, then the constituent is kept to a compensation of the damage towards Coaching Today and its Trainer/Coach that has happened to Coaching Today and its coach/coach consequently in the exercise of the assignment and the Trainer/coach its activities.

Constituent will free Coaching Today at all times from revendications and all to that linked costs and damages because of none executing, undiminished remaining (progress) rights of Coaching Today, possible of called obligations towards constituent.

Article 7 invoices

Notwithstanding moreover in these general conditions stipulated and/or insofar differently not corresponded, the invoices of coaching Today are calculated by means of the agreement(s), signed by constituent for agreement, and the made agreements for him are binding.

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Constituent has been kept for this reason to take care that the agreement(s) contains entirely correct data and all made agreements.

If constituent not come up to the mark in the compliance of its in the second paragraph defined obligations, coaching Today is entitled to calculate the invoices at a reasonable manner, all circumstances taken into account on a way set by Coaching Today.

Coaching Today will sent invoices within 10 days after reception of the agreement to constituent.

Article 8 agreed trainings/coaching

If the coach/ coach arrives on the agreed time place to execute training/coaching, but is not put able by the constituent to start the training/coaching, the constituent is obligated to pay at least 80% of the invoice to coaching Today concerning the assignment to pay, notwithstanding the remaining obligations of the constituent towards coaching Today.

If the constituent cancels the agreed trainings/coaching 48 hours before the start, the constituent is obligated to pay 50% of the invoice to Coaching Today concerning the assignment to pay, notwithstanding the remaining obligations of the constituent towards Coaching Today.

If the constituent cancels the agreed trainings/coaching more than 48 hours before the start, the constituent is obligated to pay 25% of the invoice to Coaching Today concerning the assignment to pay, notwithstanding the remaining obligations of the constituent towards Coaching Today.

Article 9 payment

The constituent is obligated to a term of payment of 14 days after the invoice date, unless agreed different in writing between the constituent and Coaching Today.

Only payments to Coaching Today or to a legal person who is authorized by Coaching Today to collect the in paragraph 1 of this article mentioned amounts to themselves for her are authorized, frees from payment obligations.

Direct and/or indirect payments/compensations in any form to trainers/coaches or supplying any advanced money, direct and/or indirect payments/compensations to trainers/coaches are absolutely prohibited and not binding and can never form a base for debt comparison or dept diminution.

If an invoice of Coaching Today has been paid within in paragraph 1 of this Article meant period, the constituent is after that period obligated to pay 1% interest over the outstanding amount per calendar month or, if more higher, the legal interest. A part of a calendar month is considered in this respect as a complete calendar month.

The copy of the invoice that is in the possession of coaching the Today is considered as complete proof of the obligation of paying interest and the day on which interest calculation starts.

The constituent has to check received the invoice immediately and punctually. Complaints concerning (the altitude of) the invoice must be announced within 7 days after date of the invoice in writing to Coaching Today. After expiring this period the constituent has lost possible rights.

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A complaint does not take off to the payment obligation. All costs of collection, among which understood the complete costs of legal assistance, both in and outside law - by which also granted - come entirely for account of constituent. The compensation of extra judicial costs is fixed on 20% of the chargeable principal sum, if these less than EUR 3.000, -, on 15% if the chargeable principal sum amounts is at least EUR 5.000, - and less than EUR 10.000, - and on 10%, if the chargeable principal sum is EUR 10.000, - or to more. These costs will be charged, as soon as legal assistance have been called upon by Coaching Today respectively the progress by Coaching Today for the debt collection has been given to a collector, without any proof will be charged to the constituent. Coaching Today holds the right to charge higher costs if the mentioned percentages will not cover all costs.

Article 10 contracting direct obligations/tasks/appointments with coaches/coaches

It is explicitly prohibited for the Constituent to make appointments directly in any way with trainers/coaches of Coaching Today, is without consulting Coaching Today. This applies until 1 year after the last assignment carried out by/on behalf of Coaching Today to the constituent.

The constituent who wished to make any agreements with a trainer/coach who has execute assignments, on behalf of Coaching Today, is obligated to inform Coaching Today in writing and needs to receive a written permission for this.

If a constituent still makes any agreements/appointments with a trainer/coach, directly or trough third parties, the constituent will have to pay EUR 5.000,- to Coaching Today as an indemnification to cover overhead costs other costs.

This amount is claimable directly and immediate. The mentioned items in this article does not mean an agree assignment is ended, but continues until it is ended in writing by Coaching Today, considering all stated this General Conditions.

Article 11 prohibition to employment available abroad and makes to third parties

It prohibited for a constituent to put to work a hired a trainer/coach outside The Netherlands, without informing Coaching Today in this explicitly and without its authorization, for which authorization to coaching Today must be given up country and place, where the activities will be performed and (indicated) time of the activities. The constituent has to let the trainer/coach return immediately to The Netherlands, as soon as Coaching Today withdraws its given authorization to the constituent for performance of the trainer/coach to work outside The Netherlands.

It is not permitted for a constituent to put a trainer/coach to work at third parties. This also includes a (legal) person to which the constituent is linked in a group (concern).

Article 12 increase of the tariff as a result of legal remunerations and/or charge increases and/or general cost increases

If during the duration of a task the costs should become higher as a result of a government measure or binding regulation, Coaching Today is free to increase the invoice with the mentioned increases and in that case that multiplication accordingly by constituent chargeable will be.

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Article 13 replacement and suspension task

When in case of sickness, accident or death of a coach/coach an assignment cannot be executed at the agreed time, consequently Coaching Today has been never kept to compensation of damage, by this means that Coaching Today, as far as the nature of the training/coaching allows this, will try to replace the trainer/coach within reasonable a period. Each assignment finishes on the mentioned dates, as agreed in the agreement between Coaching Today and the constituent. Assignments that are stopped or canceled in between will still be invoiced. If a trainer/coach should be replaced, as far as possible, by another trainer/coach the obligations of constituent from the assignment to Coaching Today will stay exiting, as far as this assignment has not been concluded/completed.

Article 14 prevention of intolerable discrimination

At the selection of trainers/coaches Coaching Today uses the legal provisions and can only be led by reasonable functional requirements for trainings/coaching at a constituent. For prevention of making unlawful distinction, in particular to religion, philosophy of life, political inclination, sexe, race or any other ground, not relevant arguments will not require at supplying information concerning trainings/coaching by the constituent and will not be concerned by Coaching Today.

At discriminating, racial, physical or verbally intimidating and/or vaillent behavior towards a trainer/coach by a constituent or one of its employees, Coaching Today will stop the training/coaching; this still means that the execution of the assignment will be invoiced undiminished. Possible cost and/or damage resulting from such behavior will be recovered entirely on a constituent.

Article 15 general provisions

Coaching Today is entitled towards a constituent to do or leave behind all to which Coaching Today is forced to by the Dutch government or any other equal regulation of organization, also if this is valid only for Coaching Today and can not be held responsible to this point towards the constituent. If in the future rises a difference of insight between constituent and Coaching Today concerning the items mentioned in assignments and/or could occur situations which have not been regulated (fully) in the assignment, then constituent and Coaching Today will try to bring the situation to a solution in good consultation. The leaving behind of parties on any time to force another to execute provisions of the assignment or of these General Conditions, doe not influence the rights of the party concerned to still demand a complete compliance by the other requiring party.

If one of the parties suits itself to a violation by the other party of one of his obligations that doesn't mean giving up rights resulting from the obligation. Modifications in or supplements on the contents of a assignment, assignment confirmation and general conditions are only then effective, if they have agreed in writing by Coaching Today and the constituent. Coaching Today will makes efforts, respecting all mentioned already in these general conditions, to be of service for constituent at its best capacity.

Article 16 remaining provisions

For all matters/provisions in which these general conditions do not provide, the Dutch law is applicable.

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