

GENERAL TERMS AND CONDITIONS YOUR HEALTH COACH | SABINE HEIJMAN

1. Definitions

1.1 In these General Terms and Conditions and the Agreements to which they have been declared applicable, the following terms shall have the following meanings:

Supplier: Your Health Coach | Sabine Heijman, with its registered office in The Hague;

Purchaser: the natural or legal person acting in the course of a profession or business who wishes to purchase a particular service or product from the Supplier;

Contract: The contract for the provision of services or the purchase of products between the Supplier and the Purchaser and all other acts between the Supplier and the Purchaser relating to the sale and supply of services or products, including offers and registration procedures and including the general terms and conditions applicable to the agreements;

Products: The products sold and delivered or sold and delivered by the supplier to the buyer, whether online or not, such as e-books;

Services: The services to be provided or supplied by the Vendor to the Purchaser, such as training and coaching;

General Terms and Conditions: These general terms and conditions;

Programme: a programme offered by the Provider that includes various components, e.g. training and/or coaching, over an extended period of time, as further described in the Provider's information material;

Online Learning Programme: The course or training that a Client selects from the Provider's online offering via an online application.

2. General

2.1 These general terms and conditions apply to the exclusion of third party terms and conditions to all deliveries of products and services by the Supplier to the Customer, all related agreements and all related acts, both preparatory and executive, such as a quotation and deliveries.

2.2 The applicability of other general terms and conditions (including those of the Customer) is excluded.

2.3 Deviating terms and conditions shall apply only to the extent that they have been expressly accepted in writing by the supplier and shall apply only to the corresponding agreement.

2.4 Amendments and additions to any provision of the Contract shall only be valid if made in writing and signed by both parties.

2.5 If any provision of these General Terms and Conditions or the Contract is invalid for any reason, the remaining provisions shall remain in force.

2.6 If any provision of the General Terms and Conditions or the Contract is invalid for any reason, the parties shall negotiate the content of a new provision which shall be as close as possible to the content of the original provision.

2.7 The term "in writing" in relation to communications between the Provider and the Customer shall also be understood to include electronic communications. The Provider's electronic system shall be deemed to be the sole evidence of the content and time of receipt and transmission of the relevant electronic communication.

2.8 The Offer of the Provider is mainly, but not exclusively, addressed to Customers acting in the exercise of a profession or trade.

2.9.a The advice and guidance provided by the Provider is not a substitute for medical or psychological treatment by a physician, clinical psychotherapist or other medical provider. No claims, promises or guarantees are made with the Provider's programme, Services or Products that (a) any of the methods used will cure or treat any disease, (b) any of the methods are suitable for the diagnosis or treatment of any particular disease, (c) any of the methods can be used to prescribe medication or other remedies.

2.9.b. The client confirms in writing that he/she is (sports) healthy according to the ParQ guidelines. Participation in the programme is at the client's own risk. In case of doubt on the part of the Provider or the Client, a doctor must be consulted before the Client can start the Programme (PMO). Any illness, pain, dizziness or indisposition must be reported immediately to the client's own family doctor or the nearest hospital (first aid) and to the service provider.

3. Execution of the contract

3.1 The contract for participation in a programme is formed by the Customer signing the relevant registration form or by the Customer registering digitally in accordance with the Provider's stated terms of registration, followed by the Provider notifying the Customer in writing that the Customer has been accepted into the programme.

3.2 The Provider shall inform the prospective Buyer as soon as possible by email to the email address provided by the relevant party whether or not the Buyer has been accepted into the programme.

3.3 As long as the notification referred to in Article 3.2 has not been made, no contract for participation in a programme shall be concluded and the Client may cancel its registration.

3.4 The contract for participation in an online learning programme is concluded by a customer's digital registration in accordance with the specified registration conditions, which is aimed at concluding a contract for participation in an online learning programme.

3.5 The contract for the purchase of a Product is concluded by the electronic acceptance of the Provider's online offer by the Customer and the fulfilment of the associated conditions.

3.6 Offers of the Provider are subject to change until a contract between the Provider and the Customer has been concluded.

4. Prices

4.1 Prices are non-binding unless they form part of an agreement.

4.2 The prices quoted by the supplier are exclusive of value added tax and any other levies, duties or charges payable in connection with the performance of the contract.

4.3 Travel and accommodation costs in connection with the on-site visit of programme components as well as costs for recommended information materials are not included in the programme prices, unless expressly agreed otherwise.

5. Payment and invoicing

5.1 The customer must have paid amounts due, including VAT, by the agreed payment dates or within the agreed payment periods at the latest. The customer is not entitled to suspend its payment obligations, not even in the event of complaints.

5.2 If advance payment is required for the delivery of services or products, the Customer cannot claim delivery before full payment of the amount owed to the Supplier.

5.3 The Supplier shall send invoices to the Customer for Services and Products delivered or (in the case of advance payment) still to be delivered.

5.4 The Supplier is entitled to send invoices electronically to the e-mail address provided by the Customer.

5.5 Unless another payment term has been agreed, invoices shall be paid within 30 days of the invoice date.

5.6 Payment shall be made net, without discount, deduction or set-off to the Supplier's bank account. The value date shown on the supplier's bank statements shall be deemed the date of payment.

5.7 If the Buyer has not paid the amount due in full within an agreed payment period or by an agreed payment date at the latest, the Buyer shall be in default by operation of law without any notice of default being required. From the day on which the customer is in default until the day of full payment, the customer shall owe default interest at the rate of 1.5% on the amount owed per month or part thereof, with a month or part thereof counting as a full month. The Provider's right to full compensation under the law remains unaffected.

5.8 All costs for the collection of amounts owed by the Customer, both judicial and extrajudicial costs, shall be borne by the Customer. This includes the costs for the attachment, the bankruptcy petition, the collection costs as well as the costs for lawyers, bailiffs and other experts commissioned by the Provider. The extrajudicial collection costs amount to at least 15% of the amount to be collected, but at least €75.

5.9 Complaints about invoices must be sent by the Client to the Provider by registered letter with advice of receipt within 8 days of the invoice date at the latest, otherwise the invoices will be deemed to have been accepted and approved by the Client and any complaints in this respect will no longer be accepted.

5.10 Incoming payments always serve to settle judicial and extrajudicial costs and interest and subsequently to settle the oldest outstanding payment obligations to the supplier, irrespective of any other provision by the buyer.

6. Obligations of the client during the implementation of a programme

6.1 The Client shall ensure that the essential information requested by the Provider and/or required for the training/coaching is provided accurately and completely.

6.2 The client guarantees compliance with the provisions contained in the contract (including these general terms and conditions).

6.3 The components of a programme must be completed within the time period specified in the programme's information material.

6.4 The client must adopt a cooperative attitude from a positive basic attitude when completing a programme, training/coaching.

7. Rights of the provider during the implementation of a programme

7.1 The Provider is entitled:

1. determine the language of the programme (NL/ENG) and change the content of a programme in the meantime for reasons of qualitative improvement;

2. to determine the group size for the training and coaching sessions of a programme;

3. to change the scheduling of parts of a programme in terms of location or time on an interim basis;

4. determine which teacher/trainer will deliver a training or coaching session and, if necessary, replace a teacher/trainer in the interim;

5. in the event of insufficient enrolments or for any other reason, cancel a programme in its entirety prior to its commencement. Accepted buyers (participants) will be informed of this without the provider being obliged to give reasons, whereupon their payment obligations will lapse and/or any payments already made will be refunded;

6. to reject (prematurely) the participation of a particular customer (participant) for their own reasons. The client/participant concerned shall be notified of this without giving reasons, whereupon their payment obligations shall lapse and any payments already made shall be refunded (in proportion to the services not yet received).

8. Cancellation and Impossibility of Participation in a Programme by the Client

8.1 The Client is entitled to cancel his/her participation and terminate a contract for participation in a Programme.

Cancellation.

8.2 Cancellation of participation in a programme or termination of the Agreement must be made by the Client by registered mail to the Provider's Dutch address as stated on the Provider's website.

8.3 In the event of cancellation/withdrawal by the Purchaser, the Provider shall not be obliged to refund the amount paid by the Purchaser and the Purchaser shall be without prejudice to any instalments still due to the Provider.

8.4 The provisions of Articles 8.1 and 8.2 shall apply subject to the Customer's right to cancel participation in the Programme if the Customer has determined on the first day of the Start Seminar/Conversation that the Offer does not meet its expectations. The client must inform the provider of this at the end of the first day of the start seminar/conversation and confirm this in writing no later than the following day. Within 14 working days thereafter, any amounts paid in advance, less the non-refundable deposit, will be refunded to the Client, provided that any course materials received have been returned. No refund will be made if a substitute participant joins the programme in accordance with Article 8.5.

8.5 In the event of a cancellation of participation in a programme, the Client shall be entitled to nominate another Participant to participate in the programme within 7 working days of the cancellation. The Provider is free to accept or not accept a substitute participant.

8.6 Cancellation/withdrawal from an online learning programme agreement is no longer possible after the agreement has been concluded.

8.7 Postponement of scheduled one-on-one meetings within a programme is only possible in exceptional cases and at the sole discretion of the Provider. Conversations missed by the Client cannot be made up and do not lead to a change (reduction) in the Client's (payment) obligations.

9. Cancellation of a programme by the provider during the term

9.1 The Provider is entitled to cancel a Programme early without giving any reason. In such a case, the Client shall be entitled to a refund of the amounts paid by him, less any amounts owed for services provided in the meantime.

10. Liability

10.1 The Provider shall perform its training and coaching work to the best of its knowledge and belief. However, the final result also depends on factors over which the provider has no control. The Provider does not guarantee the outcome of its work.

10.2 With regard to the delivery of products, the Provider's liability, if any, shall be limited to the delivery of a replacement product or to the refund of the amount paid by the Client in the event of a defective delivery.

10.3 The Supplier shall not be liable to the Customer for any damage arising from the Customer's failure to fulfil its obligations towards it or for any damage arising directly or indirectly from the performance of a contract, unless such damage is due to the Supplier's intent or deliberate negligence.

10.4 The Supplier is not liable for damage resulting from errors or omissions by third parties or by auxiliary persons whom the Supplier has commissioned to perform work.

10.5 The Supplier shall not be liable for any damage resulting from the Purchaser's failure to comply with the obligations referred to in Article 6, nor for any consequential damage resulting from the use in the Purchaser's organisation of documents and plans, such as route maps, drawn up during training in a programme.

10.6 If and to the extent that the Provider may be held liable for any reason, liability shall at all times be limited to direct loss and payment under the Provider's liability insurance policy covering the relevant loss and payment.

10.7 Except in the cases referred to in Article 10.6, the liability of the Provider shall in all cases be limited to the amount charged for the service causing the damage.

10.8 The Client may never hold employees of the Provider personally liable in connection with a Contract.

10.9 Any claim against the Provider, other than a claim acknowledged by the Provider, shall be time-barred upon the expiry of 12 months after the claim arose.

10.10 The Provider's employees may invoke all defences to be derived from the Contract against the Client as if they were themselves a party to the Contract.

11. Force majeure

11.1 If the Supplier is prevented from (further) performing the Agreement due to force majeure of a permanent or temporary nature, regardless of whether the force majeure was foreseeable, the Supplier shall be entitled, without being obliged to pay compensation, to dissolve the Agreement in whole or in part without judicial intervention by means of written notice, without prejudice to the Supplier's right to payment by the Customer for the services already provided by the Supplier prior to the occurrence of the force majeure, or to suspend the (further) performance of the Agreement in whole or in part.

11.2 The Supplier shall inform the Customer of the force majeure situation as soon as possible. If possible, the parties will try to find a solution in consultation, e.g. in the case of illness of a teacher/trainer, a rescheduling of the planned activities.

11.3 In the event of suspension, the Provider shall still be entitled to terminate the contract in whole or in part.

11.4 Force majeure means all circumstances due to which the Provider is temporarily or permanently unable to fulfil its obligations, e.g. illness or death of a teacher/trainer, riots, war, power failures, computer failures, internet failures, (mobile) phone failures and furthermore all circumstances due to which the Provider cannot reasonably be expected to (continue to) fulfil its obligations towards the Client.

12. Performance by third parties

12.1 The Provider is entitled to engage third parties for the performance of a contract.

13. Confidentiality

13.1 The Supplier shall not disclose any material information received from the Customer in connection with the performance of a Contract unless otherwise agreed or the Supplier is required to do so by law or regulation.

13.2 Customers shall keep confidential all confidential information received from the Supplier or other customers of a Scheme in connection with the performance of a Contract under a Scheme. Information shall be deemed to be confidential if the Provider/other Participants have so indicated or if this is evident from the nature of the information. In case of doubt, the information shall be considered confidential.

14. Intellectual Property Rights

14.1 The intellectual property rights in respect of training, programmes, documents, brochures, handouts, lectures, tutorials, quotations, statements on the Provider's internet/site, e-zines, emails, models, techniques, other documents and information resulting from the Provider's work and software used which has been developed by the Provider are the property of the Provider or its licensors unless another rights holder in a work is specified.

14.2 Intellectual property rights and copyright in the terms referred to in clause 14.1 shall not be assigned on the basis of a Contract unless otherwise agreed in writing.

14.3 Without the prior written consent of the Supplier, it is not permitted to edit, reproduce, publish, make available to third parties via any medium or make available to third parties for inspection, whether for a fee or free of charge, the concepts, materials or information provided to it by the Supplier, in whole or in part.

14.4 It is not permitted to remove or change references to rights from the information provided by the Provider.

15. Suspension and Termination

15.1 If:

1. the Client has not fulfilled its payment obligations to the Provider, has not fulfilled them on time or has not fulfilled them in full;
2. the Customer files for bankruptcy, is declared insolvent or applies for a suspension of payments;
3. a decision is made and/or a resolution is passed to liquidate the Client or to cease its business activities;
4. the Customer fails to fulfil its obligations towards the Supplier even after a notice of default with a reasonable deadline has been issued, the Customer shall be in default by operation of law. The supplier is entitled to terminate the contract in whole or in part with immediate effect, to refuse the customer's (further) participation in a programme or to suspend the obligations (provision of its services), without prejudice to the supplier's other statutory rights. The Supplier shall then not be obliged to repay any amounts already paid or to pay damages and shall continue to be entitled to the amounts not yet paid by the Customer which are due under the Agreement and which become immediately due as a result of the default.

15.2 Upon termination of the agreement, the provisions which by their nature are intended to continue shall remain in force, such as, but not limited to, confidentiality and intellectual property provisions.

16. Personal data

16.1 The Supplier shall hold personal data obtained in connection with the Contract with the Client in strict confidence and in accordance with applicable data protection laws and regulations.

16.2 The Supplier shall record in a Customer database the Customer's name, address and communication details relating to a Programme. These will be used for the performance of a Contract and may also be used to inform Data Subjects about other services (such as training, events and programmes) provided by the Provider.

16.3 Clients consent to the use of the data concerned for the purpose described above.

16.4 If a customer does not appreciate information about (new) services, he or she may notify the Provider at any time and the Provider will then stop providing information.

17. Applicable law and competent rights

17.1 Dutch law applies to all agreements concluded by the parties. The Vienna Sales Convention 1980 (CISG, Vienna Convention) does not apply.

17.2 All disputes relating to or arising out of a contract shall be submitted in the first instance to the court of The Hague, without prejudice to the right of the supplier to submit a dispute to another court having jurisdiction under the law/contract.

18. Amendments

18.1 The Provider is entitled to amend these General Terms and Conditions. The Client shall be deemed to have accepted the amendments in question if it has not received a written objection thereto within 14 days of notification by the Provider that an amendment will be made.

The Hague, 01/01/2022