



ARTICLE 1 - GENERAL

1.1 Definitions

In these general terms and conditions, the following definitions apply:

- **Offer:** a verbal or Written communication, quotation, offer made by the The Contractor via the website or a Written offer in which the Coaching Services to be provided are described, including the conditions and prices.
- **Coaching Services:** all services relating to (online) coaching and/or training, career paths, 1-on-1 coaching sessions, group sessions and workshops in the context of career development and/or personal development.
- **Participant:** the person or persons for whose benefit Contractor provides its services. Participant and Principal may be the same, but this need not be the case.
- **Right of Withdrawal:** the Private Client's legal right to terminate the Agreement in case of distance selling (online or by telephone) up to fourteen (14) days after its conclusion without giving reasons.
- **Online Learning Environment:** digital platform on which Participants are given access to teaching materials and training in the context of the Coaching Services.
- **Client:** the Contractor's contractual counterparty, being a company (Professional Client) or an individual (Private Client).
- **Contractor:** the company Carrièreladder, established in (1423 CP) Uithoorn, the Netherlands, at Eems 17, registered in the trade register of the Dutch Chamber of Commerce under number 34394489.
- **Agreement:** every (duration or assignment) agreement concluded between the Contractor and the Client, whether remotely or not, by which the Contractor has undertaken to provide Coaching Services.
- **Private Client:** the Contractor's contractual counterparty, being a natural person who enters into an Agreement and in doing so does not act in the exercise of a profession or business.
- **Professional Client:** the Contractor's contractual counterparty, being a legal entity or natural person entering into an Agreement and thereby acting in the exercise of a profession or business.
- **Written:** both traditional Written communication (such as letters) and digital communication that can be stored on a durable data carrier (such as e-mail communication).



1.2 **Applicability**

These general terms and conditions apply to all offers, Agreements and all (online) Coaching Services of the Contractor, including any follow-up and additional assignments.

1.3 **Nullity or voidability**

If one or more provisions of these general terms and conditions prove to be void or voidable, the remaining provisions shall remain in full force and effect. The void or voidable provision must then be replaced by a legally valid provision that corresponds as far as possible to the intention of Principal and Contractor in the original provision.

1.4 **Ambiguities**

Any ambiguities about the contents, interpretation or situations not organised in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.

1.5 **Precedence of general terms and conditions**

The applicability of the Customer's general terms and conditions, if any, under whatever denomination is expressly rejected.

ARTICLE 2 - ESTABLISHMENT OF THE AGREEMENT

The Agreement comes into effect as soon as the Client agrees In Writing to the Contractor's Offer.

ARTICLE 3 - PRICE

3.1 The Coaching Services are offered at the price stated in the Agreement.

3.2 Contractor is entitled to increase the agreed price on an interim basis if unforeseen cost-increasing circumstances arise, such as increases in taxes or other levies. The Contractor shall notify the Client thereof In Writing at least fourteen (14) days in advance. A current Agreement cannot be terminated prematurely by Principal for this reason.

3.3 Clause 3.2 does not apply to Agreements with Private Clients, unless otherwise agreed In Writing.

3.4 Unless explicitly stated otherwise, all prices quoted by the Contractor are in euros and exclusive of VAT. In the case of Private Clients, the prices are stated inclusive of VAT.

ARTICLE 4 - EXECUTION OF THE ASSIGNMENT

4.1 In principle, the Contractor undertakes to perform the Coaching Services personally, unless otherwise agreed in Writing with the Client. If the Contractor is unable to perform the Coaching Services personally due to unforeseen circumstances, she is



entitled, after prior Written notice to the Client, to engage a third party to perform the Coaching Services.

- 4.2 The Contractor only has an obligation of effort towards the Client and Participant and does not guarantee any result. The achievement of objectives or results depends on the active commitment of the Client and/or Participant and the way in which the Client and/or Participant apply the advice, tips and materials given.
- 4.3 Testimonials and examples from other Participants are intended solely for inspiration and to provide an image of previous experiences. They do not constitute a guarantee that Client and/or Participant will achieve the same or similar results.

ARTICLE 5 - RIGHT OF WITHDRAWAL

5.1 **Applicability**

- a. In the case of a Private Client, a statutory cooling-off period of fourteen (14) days applies from the day on which the Agreement was concluded, provided that the following paragraphs of this article do not exclude this right.
- b. The Right of Withdrawal does not apply to Professional Clients, unless otherwise agreed in Writing.

5.2 Private Client must exercise the Right of Withdrawal by sending an unambiguous statement In Writing to the Contractor within the withdrawal period of fourteen (14) days stating that he/she wishes to withdraw from the Agreement. This should be done In Writing via the e-mail address: marjan@carrireladder.nl. As soon as possible after the Contractor has been notified In Writing of the Private Client's intention to dissolve the Agreement and if the conditions of this article have been met, the Contractor will confirm the dissolution by e-mail.

5.3 If the Coaching Services have been partially performed at the time that Private Client invokes the Right of Cancellation, The Contractor is entitled to charge an amount proportional to the part of the Agreement already performed.

5.4 The Right of Withdrawal lapses if:

- a. Private Client has expressly consented to commence performance of the Coaching Services within the fourteen (14) day withdrawal period; and
- b. Private Client has explicitly stated to waive the Right of Withdrawal; and
- c. The Coaching Services have been fully performed within the reflection period.

5.5 The Contractor shall refund to the Client all amounts received from the Client in the context of the Agreement, with the exception of what is due in accordance with the provision in paragraph 5.3 of these general terms and conditions, as soon as possible, but no later than within fourteen (14) days after confirmation of the dissolution.



ARTICLE 6 - CANCELLATION AND RELOCATION OF COACHING SERVICES

- 6.1 The provisions of this article are without prejudice to the Right of Withdrawal, as referred to in article 5.
- 6.2 The Contractor has the right to cancel the agreed Coaching Services or refuse participation of the Client or the Participant designated by the Client without giving reasons, in which cases the Client is entitled to a refund of the amount paid to the Contractor for these Coaching Services.
- 6.3 **Cancellation by Private Client**
 - a. The Coaching Services may be cancelled or rescheduled free of charge by Private Client up to forty-eight (48) hours before the scheduled time when the Coaching Services have been agreed. Cancellation or rescheduling must be made In Writing by Private Client to The Contractor.
 - b. If Private Client cancels the Coaching Services within forty-eight (48) hours before the scheduled commencement, or if Private Client fails to appear at the agreed time (no-show), the relevant coaching session will lapse without further rights for Client.
- 6.4 **Cancellation by Professional Client**
 - a. Scheduled Coaching Services may be cancelled by Professional Client at no cost, provided that the cancellation is made in Writing no later than fourteen (14) calendar days prior to the commencement of the Coaching Services.
 - b. If the Coaching Services are cancelled within fourteen (14) to seven (7) calendar days prior to commencement, Professional Client shall owe fifty (50) % of the agreed cost.
 - c. If the Coaching Services are cancelled within seven (7) calendar days prior to commencement, Professional Client shall owe the Contractor the full amount for the Coaching Services.
 - d. If the Coaching Services are rescheduled within the fourteen (14) days mentioned in clause 6.4 under a, the amount already paid will remain in force for the new agreed date.
 - e. Cancellation or rescheduling of the Coaching Services must be done In Writing. Cancellations or rescheduling submitted by other means will not be considered.

ARTICLE 7 - CHANGE OF DATE OR LOCATION

- 7.1 If the Contractor changes the date or location of the Coaching Services, the Contractor shall inform the Client thereof in time and In Writing. If the Client is unable to attend on the new date or location, the Client must inform the Contractor thereof In Writing within forty-eight (48) hours after receiving the notification.
- 7.2 If the Client is unable to attend on the changed date or location, the Client is entitled to a refund of the amount already paid or the opportunity to register for another meeting at the same rate free of charge.



- 7.3 In case of insufficient registrations for the Coaching Services, Contractor reserves the right to reschedule the relevant Coaching Services to another time.

ARTICLE 8 - PAYMENT AND INVOICING

- 8.1 The first appointment will be scheduled as soon as the invoice or, in case of instalment payments, the first instalment has been paid.
- 8.2 Contractor will provide an invoice for the amounts due. Invoices must be paid by the Client within fourteen (14) days of the invoice date, unless agreed otherwise in writing. If the payment term is exceeded, Article 9 of these General Terms and Conditions shall apply.
- 8.3 By default, the invoice will be issued in the name of the Client. At the Client's request, the invoice may be sent directly to the Client's employer, or the Client may forward the invoice itself to the employer. Client remains liable for payment of the invoice at all times. Satisfaction of the invoice by a third party releases Client from its indebtedness.
- 8.4 Any objection to the amount of an invoice must be submitted In Writing, stating reasons, within fourteen (14) days after receipt of the invoice, via the email address marjan@carrierecladder.nl. An objection does not release the Client from the obligation to pay the invoice on time, unless the Contractor confirms otherwise In Writing. This means that, despite the objection, Client must pay the invoice within the agreed period.

ARTICLE 9 - LATE PAYMENT

- 9.1 Client shall pay the amount due within fourteen (14) days. If Client does not pay on time, Contractor will send a payment reminder, giving Client a period of fourteen (14) days to still pay the outstanding amount.
- 9.2 If the amount due is not paid within 14 (fourteen) days after the invoice date, Client shall be in default by operation of law, without prior demand or notice of default being required. From the moment of default, Client shall owe the then applicable statutory (commercial) interest on the outstanding amount.
- 9.3 All reasonable costs, whether judicial, extrajudicial or execution costs, incurred by Contractor in order to obtain the amounts owed by Client shall be borne by Client.
- 9.4 If Client fails to pay any amount or instalment due, The Contractor shall be entitled to suspend the performance of the Coaching Services, including halting ongoing Coaching Services and/or denying access to the Online Learning Environment. Suspension shall take place after the Contractor has summoned the Client In Writing to make payment. This does not affect the Contractor's right to compensation for costs, damages and interest.



- 9.5 In case of liquidation, bankruptcy, attachment or suspension of payment on the part of the Client, all outstanding amounts will be immediately due and payable.

ARTICLE 10 - FORCE MAJEURE

- 10.1 The Contractor is not held to fulfil any obligation under the Agreement if and insofar as it is prevented from doing so by a circumstance for which it cannot be held accountable under the law, a legal act or generally accepted practice. In addition to what is understood in this respect by law and jurisprudence, force majeure shall (also) include: fire, burglary, storm damage, pandemic, illness and disability as a result of which the Agreement cannot (temporarily) be performed.
- 10.2 If the force majeure situation makes compliance with the Agreement permanently impossible and the planned Coaching Services cannot be rescheduled free of charge, the parties shall be entitled to dissolve the Agreement with immediate effect. In that case, only the actually delivered Coaching Services plus the total costs for the Online Learning Environment for the entire duration of the Agreement shall be charged.
- 10.3 Without prejudice to Client's right to a refund of the agreed price if the Coaching Services are cancelled as a result, damage caused by force majeure shall never qualify for compensation.

ARTICLE 11 - INTELLECTUAL PROPERTY RIGHTS

- 11.1 All models, techniques, instruments, teaching materials, training, and components of the Online Learning Environment developed and/or used by Contractor in the context of the performance of the Coaching Services are and shall remain the exclusive property of Contractor. Client only has a right of use for the duration of the Agreement, and only for personal development and/or internal use.
- 11.2 Client only acquires a non-transferable and limited right of use to use the components of the Online Learning Environment for personal development and/or within its own organisation, in accordance with the agreed Coaching Services. This right of use does not extend to third parties, unless otherwise agreed in Writing with the Contractor.
- 11.3 Disclosure, distribution, reproduction or other use of the components of the Online Learning Environment referred to in Article 11.1, in any form whatsoever, is permitted only with the prior Written consent of the Contractor.
- 11.4 All materials, training sessions, works, and components of the Online Learning Environment developed by the Contractor are subject to copyright by operation of law, irrespective of whether they were developed specifically for the Coaching Services or concern pre-existing material.
- 11.5 Access to the Online Learning Environment is limited to the duration of the programme, unless agreed otherwise in Writing. At the end of the agreed period, this



right of use will automatically expire and access to the Online Learning Environment will be terminated.

- 11.6 If Client acts in violation of this article, Contractor is entitled to claim appropriate damages, without prejudice to Contractor's other rights under the law.

ARTICLE 12 - PRIVACY WHEN USING IMAGE RECORDINGS

- 12.1 The Contractor may make image recordings of the online Coaching Services. These recordings, with the exception of personal Coaching Services in which confidential information is shared, may be used for the following purposes:
- a. Sharing with Participants so that they can review the footage; and/or
 - b. Developing training materials and incorporating recordings in (new) programmes, in particular for master classes in which knowledge is shared.
- 12.2 If Client objects to the use of image recordings for the purposes described in article 13.1, such objection must be made known in writing to Contractor prior to the relevant Coaching Services.
- 12.3 If Client does not object, it is assumed that Client agrees to the use of the footage for the said purposes. In that case, The Contractor has the right to share the footage on protected platforms and websites.
- 12.4 Client always has the option during online Coaching Services to switch off his/her camera and/or microphone or to position himself/herself out of reach of the camera so that his/her image is not captured.
- 12.5 The Contractor acts in accordance with applicable privacy legislation and ensures careful handling of all personal data, including visual material.

ARTICLE 13 - LIABILITY

- 13.1 The Contractor shall only be liable for direct damage resulting from an attributable failure in the performance of the Agreement. Direct damage is exclusively understood to mean:
- a. Reasonable costs incurred to remedy the Contractor's shortcoming and to have the delivered Coaching Services still comply with the arrangements in the Agreement.
 - b. Reasonable costs incurred to establish the cause and extent of the direct damage.
- 13.2 Any liability of Contractor for indirect damage, is expressly excluded. Indirect damage includes:
- a. Consequential damage;
 - b. Loss of profit/income;
 - c. Intangible damage to Client;
 - d. Lost savings;
 - e. Interruption;



- f. Loss of value of services/products or otherwise.
- 13.3 The exclusion of liability mentioned in articles 13.1 and 13.2 does not apply in cases of intent or gross negligence of the Contractor.
- 13.4 The liability of the Contractor shall in all cases be limited to the amount charged for the relevant Coaching Services. If and to the extent insurance provides cover, Contractor's liability shall be limited to the amount paid out by the insurer.
- 13.5 Client shall indemnify Contractor against all third-party claims relating to the performance of the Agreement, unless such claims are the result of gross negligence or wilful misconduct by Contractor. This provision does not apply to Private Clients.
- 13.6 Any shortcoming in the performance of the Agreement must be reported to Contractor in writing no later than fourteen (14) days after its discovery, via the e-mail address marjan@carrierecladder.nl, where Client notifies Contractor of the relevant shortcoming and gives Contractor a reasonable time to respond to it and remedy the shortcoming.
- 13.7 Claims against Contractor lapse if they are not submitted to Contractor in writing within one (1) year after the damage occurred.
- 13.8 All costs incurred by Contractor in connection with legal proceedings against Client shall be borne by Client, unless the court decides otherwise and Contractor is ordered to pay some or all of the costs.

ARTICLE 14 - DURATION AND CONCLUSION

- 14.1 The duration of the Coaching Services depends on the nature of the Coaching Services and, if possible, will be agreed in advance in the Agreement. If applicable, the duration and scope of the Coaching Services shall be determined in the Agreement.
- 14.2 After the expiry of the agreed duration, no claims can be made for any (as yet) unrecorded parts of the Coaching Services, in whatever form.

ARTICLE 15 - AMENDMENTS

- 15.1 These general terms and conditions may be unilaterally amended by Contractor from time to time. The amended general terms and conditions will be sent In Writing to Client at least 14 (fourteen) days prior to their coming into force. The amended general terms and conditions shall take effect at the time they take effect.
- 15.2 If the amendment of these general terms and conditions concerns a substantial and far-reaching deviation from the general terms and conditions in force, only Private Client has the right to dissolve the Agreement. This provision does not apply to Professional Clients.



ARTICLE 16 - COMPLAINTS PROCEDURE

- 16.1 Complaints about the performance of the Agreement must be submitted to Contractor fully and clearly described within a reasonable time after Client has discovered the defects.
- 16.2 Complaints must be submitted by Client within three (3) weeks after the moment when the fact occurred.
- 16.3 Complaints can be submitted by e-mail at marjan@carriereladder.nl. Client will receive a confirmation of receipt of the complaint within five (5) working days of its receipt.
- 16.4 The Contractor shall carefully investigate the complaint and respond In Writing within a reasonable time, but no later than fourteen (14) days after receipt of the complaint. If a complaint requires a longer processing time, Contractor will send an acknowledgement of receipt within the set time limit and an indication of when Client can expect a substantive response.
- 16.5 If a complaint is not resolved to mutual satisfaction, the parties will endeavour to settle the ensuing dispute by mutual consultation. If no solution is reached, the dispute may be submitted to the competent court of the District Court of Amsterdam.

ARTICLE 17 - FINAL PROVISIONS

- 17.1 **Additional agreements and undertakings**
Additional agreements and/or undertakings made after the conclusion of the Agreement shall only be binding if and insofar as they have been recorded in Writing by both parties and mutually confirmed.
- 17.2 **Applicable law**
These general terms and conditions and all Agreements, are exclusively governed by Dutch law.
- 17.3 **Settlement of disputes**
Disputes arising from or relating to these general terms and conditions or the Agreement shall in the first instance be submitted to the competent court of the District Court of Amsterdam.

Date of last modification: 30 December 2024