

General Terms and Conditions of George Begemann | Personal Leadership / Make Dreams Work

Organization Coaching, workshops, guidance programs, and training are carried out by van George Begemann | Personal Leadership and bears ultimate responsibility for all activities under this name.

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Chamber of Commerce: 78366178

Article 1. Definitions

In these general terms and conditions, the following definitions shall apply: Contractor/ Coach George Begemann | Personal Leadership offers Services in the field of coaching, training, and related activities to which these general terms and conditions apply. In this case, the Contractor and Coach refer to all natural persons working at George Begemann | Personal Leadership/Make Dreams Work under the name George Begemann | Personal Leadership (both natural persons and legal entities) and will be referred to further as Coach.

Client/Coachee

The natural or legal person who purchases Services in the field of coaching, training, or related activities, from Coach and will hereinafter be referred to as Coachee. Coachee, as a legal entity, may also be the Client.

Services

All processes, programs, workshops, and sessions offered by Coach in the field of coaching, training, or related work. This also covers the products and services provided, including forms of guidance or advice, in the broadest sense of the word, as well as all other work of any kind performed on the client's behalf in the context of an order, including work not performed at the client's express request. Coach reserves the right at all times to make changes or adjustments within the courses, programs, workshops, and sessions offered.

Agreement

Any agreement between Client and Coach to provide Services by Coach on behalf of Coachee. And to the full receipt of and cooperation in Services by Coachee.

Temporary discount

In the case of temporary discounts, a program or service will be offered at a lower price, provided a response is received before the date stated on the website. On the stated date itself, the pathway will be offered again at the regular price.

Force majeure

Illness is force majeure. As a sole proprietorship, Coach cannot fulfill its obligations in case of illness. As this is a force majeure situation, any damages suffered cannot be recovered from Coach.

Website acceptance

General Terms & Conditions & Privacy Statement

1 Visitors to the website must agree to these general terms and Conditions and the Privacy Statement. If they do not agree to one or both of these documents, it is better if they do not use the Services of George Begemann | Personal Leadership.

2 When a visitor signs up for the newsletter, he or she also agrees to be regularly notified when a new blog post is posted on the website.

3 When registering online for coaching sessions, workshops, and training, the client has taken note of the client rules and regulations and ticked them for agreement.

4 Clients who register by telephone declare that they agree to the contents of the client regulations without further notice.

DISCLAIMER

Both coaching in general and counseling by George Begemann | Personal Leadership are not therapy. Coach will ask open and probing questions, which will help clarify goals, issues, and objectives.

Coachee is expected to:

1 on a personal and professional level, knows best what is best for him/her and is capable of deciding what he/she wants or does not want, based on his/her own considerations.

2 is himself/herself responsible for the choices he/she makes and partly therefore can be held accountable for his/her behavior. Advice given by Coach is only suggestions from which no rights can be derived.

3 is committed to himself/herself and responsible for the progress of the process and achieving the goals set.

4 is aware that a Service will not be done to him/her or for him/her. But that Coachee is solely responsible for his/her own experience. If Coachee does not get what he/she wants, Coachee will ask for clarification and bring any problems to the surface, no matter how uncomfortable it may be for him/her.

Article 2: Applicability of these terms and conditions

1 These general terms and conditions apply to all agreements in which Services are offered or provided by Coach in the context of her profession.

2 These general terms and conditions also apply to any agreement where Coach involves third parties for the execution.

3 Deviations from these general terms and conditions are only valid if they have been agreed in writing.

4 Any purchasing or other general terms and conditions of the Client are not applicable unless Coach has expressly accepted them in writing.

5 If one or more provisions of these general terms and conditions cease to apply or are rendered invalid, the remaining provisions of these general terms and conditions shall continue to apply in full. Coach and the Client will then consult to agree on a new provision to replace the invalid one. In doing so, the purpose and purport of the original provision should be met as far as possible.

6 These general terms and conditions are also applicable when the Client purchases Services from Coach, which are a continuation or supplement to previous Services.

Article 3: Conclusion of the Agreement

1 The prices of the rates stated on the website are exclusive of VAT unless explicitly stated otherwise. By registering the Client for the trajectories, programs, workshops, and sessions offered, the Client agrees to the prices stated.

2 The Client will receive an invoice as confirmation of registration.

The agreement between Coach and the Client is concluded when the Client has made payment.

Article 4. Execution of the agreement

1 Agreements concluded with the Coachee result in an obligation of effort on the part of Coach, not a performance obligation, whereby Coach is obliged to fulfill her obligations in such a way as may be expected of Coach according to standards of care and workmanship at the time of performance.

2 Every agreement means that Coach and the Client must comply with the agreements made.

3 If and insofar as the proper execution of the agreement requires it, Coach is entitled to have specific work performed by third parties. This will always take place in consultation with the exclusive of VAT.

4 The Coachee shall ensure that all information that Coach indicates is necessary or which the Coachee should reasonably understand is essential for executing the agreement is provided to Coach in good time. If the information required for the execution of the agreement is not supplied to Coach in time, Coach is entitled to suspend the execution of the agreement and/or charge the Coachee for the extra costs resulting from the delay at the usual rates.

5 Coach is not liable for any loss of any nature whatsoever as a result of Coach having relied on incorrect and/or incomplete information supplied by the coachee unless Coach should have been aware of such incorrectness or incompleteness.

6 If a period has been agreed by Coach for the completion of specific work, this shall not be a deadline unless explicitly agreed otherwise. Consequently, exceeding the agreed period does not constitute an attributable failure on the Coach's part. The Client cannot dissolve the Agreement for this reason and is not entitled to compensation.

7 Coach only works with third parties on its own initiative and cannot be obliged to do so by the Client. Coach accepts no joint and several liability, nor liability for the performance of the task and associated work of any third party.

Article 5. Contract term

1 If the Agreement concluded between the parties concerns the provision of the same service more than once, it shall be deemed to have been entered into for the agreed fixed term of the duration of the course unless expressly agreed otherwise in writing.

2 Both parties may terminate the Agreement in writing at any time. If the duration of the assignment is one year or longer, the parties must observe a notice period of at least three months.

Article 6. Fees and costs

1 Coach's fee consists of a fixed amount determined in advance per Agreement or per Service provided.

2 All fees apply per person. Different arrangements may be made if the Client wishes to make use of Services in groups, but only in consultation with Coach, followed by written confirmation.

3 All fees are exclusive of government levies such as VAT, travel, and other expenses incurred on the Client's behalf, including but not limited to invoices from any third parties used.

4 Coach may ask the Client to pay the full advance. Where Coach has requested an advance, Coach is entitled to suspend the performance of the work until the Client has paid the advance to Coach or provided security for it.

5 Coach reserves the right, in consultation with the Client, to adjust the agreed fees annually due to changes in the general price index and measures imposed by the government.

Article 7. Payment

1 Payment must be made in advance. Payment must be made no later than 14 days before the start of the first session, training session, or workshop by a method of payment indicated by Coach. Payment will be made without deduction, set-off, or suspension on any account.

2 If payment is not made at least 14 days before the start of the first session, training, or workshop, the Client will be in default, and the time of the first session, training, or workshop participation will be postponed until payment has been made in full by the Client.

3 In case there are several Principals, each is jointly and severally liable to Coach for payment of the total invoice amount in case the work has been performed on behalf of all these Principals.

4 Coach offers an option for payment in monthly installments (total amount of the Service divided by the number of agreed installments). The installment amounts must be paid before the start of the first session, training, or workshop in the relevant month. The invoice must be paid in full before the start of the last session, training, or workshop. The participant will receive an invoice once and a written confirmation of the payment arrangements made.

Article 8. Personal data & Privacy Statement

1 By entering into an Agreement with Coach, permission is granted to Coach for automatic processing of the personal data obtained from the Agreement. Coach will use these personal data exclusively for its own activities.

2 In accordance with the Personal Data (Protection of Privacy) Act, participant details will be treated confidentially and will not be provided to third parties (for inspection) without the consent of the participant concerned. Every participant has the right to inspect all documents relating to him or her.

3 Coach only collects the visitor's name and e-mail address, which are entered voluntarily for the purpose of sending the newsletter and new blog posts.

4 Coach keeps all data of registrations and Coachees in a secure place.

5 George Begemann | Personal Leadership itself does not use tracking cookies and cookies containing personal data. However, it uses third-party software that may contain tracking or other cookies.

6 George Begemann | Personal Leadership reserves the right to change the Privacy Statement at any time without notifying the visitor and/or Coachees. It is sufficient to implement the change on the website.

Article 9. Confidentiality

1 Coach is obliged to keep confidential with respect to third parties all confidential information he has obtained from the Client or another source in the context of the Agreement. Except where the law or an authorized government body requires it to disclose certain information. All information communicated by the Client or arising from the nature of the information shall be deemed confidential. Coach shall ensure that this obligation is also imposed on any employees or third parties engaged by it in a Service.

2 Conversations, sessions, and other contacts in any form between Coach and the Coachee shall be regarded as strictly confidential. Coach shall, therefore, not disclose any information about the content and course of these contacts to anyone, including the Client, unless the Coachee has given express permission to do so.

Article 10: Intellectual property

1 Coach is entitled to the intellectual property rights relating to the products provided by Coach to the Client and/or Coachee in accordance with the agreement. This includes tests, readers, reports, models, training, lectures, workshops, practice materials, and other software programs.

2 Both Client and Coachee may only use these products for the purpose of the Service. To use or multiply the products in any other way, they will have to ask Coach's permission in advance, as Coach is the owner of the intellectual property rights. Only if Coach has given explicit written permission may the products be used in any other way.

3 Coach is entitled to use the knowledge gained during the execution of the work for other purposes. In doing so, Coach shall ensure that no confidential information is passed on to third parties and that the knowledge cannot be traced back to individual Clients or Coachees.

Article 11. Liability

1 Coachee voluntarily participates in all activities organized by Coach.

2 George Begemann | Personal Leadership is also not liable for any damage suffered/has suffered by the Client and/or Coachee due to (parts of) the sessions, training, or workshops not taking place.

3 George Begemann | Personal Leadership shall in no way be liable for what the participant does after or during the training with the knowledge and skills acquired.

4 Coach accepts no liability whatsoever, however caused, for any loss arising from or in connection with services provided by him/her unless the Client can prove that the loss was caused by intent or gross negligence on the part of the Contractor. This will be the case if Coach fails to exercise due care and expertise in the performance of the Agreement.

5 Coach's liability is limited to the invoice value of the order.

6 If damage is caused to persons or property by or in connection with the provision of services by Coach or otherwise, for which Coach is liable, such liability shall be limited to the amount paid out under the general liability insurance taken out by Coach, including the deductible borne by the Contractor in connection with such insurance.

7 Coach shall not be obliged to compensate any indirect loss suffered by the Client or Coachee, including but not limited to consequential loss, loss of profits and loss resulting from business interruption.

8 Coach shall exercise due care when engaging third parties not working in its organization (such as consultants, experts, or service providers). Coach is not liable for serious shortcomings towards the Client or Coachee or for any errors or shortcomings of these third parties. In such a case, the Client is obliged to hold the third parties engaged liable itself and to recover any losses suffered from these third parties.

9 Coach is not liable for any loss suffered by the Client or Coachee, of any nature whatsoever, if Coach based the execution of its order on incorrect and/or incomplete information supplied by the Client unless such incorrectness or incompleteness was or should have been evident to Coach.

10 Coach or any coaches or third parties engaged by him who are charged with guiding Coachees shall not give or use any means, methods, techniques or instructions or allow situations to arise which create conditions that limit or adversely affect Coachee's ability to perceive, analyze and assess imminent injury to Coachee in any form whatsoever. If Coachee suffers any injury, Coach or any coaches or third parties engaged by Coach shall not be liable for this in any way.

11 The Client indemnifies Coach against all claims (such as damages and legal actions) by third parties connected with the execution of the Agreement between the Client and Coach, unless these are claims due to serious shortcomings by Coach.

12 If the Client and/or Coachee has not brought any claim against Coach in court within one year of the discovery of the damage, this legal claim will lapse after the year has elapsed.

Article 12. Cancellation/suspension of appointments/ agreement

1 Cancellation by the Client at least 28 days before the start of the course, training, guidance, or coaching program may be made free of charge if the payment has not yet been made. In case of cancellation, no refund is possible after payment has been made.

2 If, after commencement of the course, training, guidance, or coaching program, the Client terminates participation prematurely or does not participate in it in any other way, the Client will not be entitled to any refund unless the special circumstances of the case, in the opinion of the Contractor, justify otherwise.

3 In case of weekly individual counseling or coaching sessions, these can be rescheduled to another time in the current week free of charge up to 48 hours before the start of the session. In case of cancellation, the Client is not entitled to a replacement session or any form of refund.

4 In the case of monthly individual counseling or coaching session, it can be rescheduled to another time in the current month up to 48 hours before the start of the session at no cost. In case of cancellation, the Client is not entitled to a replacement session or any form of refund.

5 Cancellation by the Client must be made in writing (by e-mail) or by telephone (voicemail excluded).

6 Client shall owe 100% of the total agreed principal sum if, even without cancellation, he does not make use of Coach's agreed services.

7 If the Client has opted to pay in installments, the Client is still obliged to pay the remaining outstanding installments in the event of cancellation during the current coaching process, training or workshop.

8 In the event of interim cancellation during the coaching process, training, or workshop in the event of force majeure (e.g., hospitalization, death, etc.), this will be submitted to the management of George Begemann | Personal Leadership for consultation. George Begemann | Personal Leadership retains the right to offer a suitable solution at its own discretion.

Article 13: Termination of the Agreement

1 Coach is entitled to terminate the Agreement, with immediate effect, without judicial intervention, by means of a written notice to this effect to the Client if any obligation

arising from this Agreement is not complied with, or not properly complied with, within 14 days of a written warning.

2 Both the Client and Coach may terminate the Agreement with immediate effect by written notice if the other party is granted a suspension of payments or is declared bankrupt.

3 If either party fails substantially in the fulfillment of its obligations and, after being expressly reminded of this by the other party, fails to fulfill this obligation within a reasonable period, the other party is entitled to terminate the agreement without the terminating party owing the failing party any compensation. The performance delivered up to the termination shall be paid in the agreed manner.

Article 14. Dispute resolution

1 All agreements between Coach and the Client are governed by Dutch law.

If Coach and the Client or Coachee have a dispute arising from this agreement, they are obliged to first attempt to resolve this dispute in consultation.

3 Any complaints may be submitted to the management in writing. Response will follow within 14 days. The latter will consider the complaints and take action where and if possible.

4 If the dispute still cannot be resolved, the competent court where Coach is based will have exclusive jurisdiction to hear the dispute.

Disputes arising from contracts to which these terms and conditions apply and which do not fall within the competence of the subdistrict court will be submitted to the competent court in the district in which the Contractor is based.

Article 15: Amendments to General Terms & Conditions & Privacy Statement

George Begemann | Personal Leadership has the right to amend the General Terms and Conditions and Privacy Statement at any time, provided Clients and/or Coachees of ongoing services are notified thereof. They may terminate agreements if they do not agree to the changes. For visitors to the website, it is sufficient to implement the changes on the website.

These general terms and conditions have been filed at the Amsterdam Chamber of Commerce under number 78366178.