

General terms and conditions She in IT

Definitions

- Contractor: H.P.A. Vreugdenhil Consultancy B.V.
- Client: The person or organization that issues the assignment to the contractor
- Offer: Quotation or proposal by e-mail or mail
- Agreement: Signed quotation, written confirmation of order or digital confirmation of agreement
- Day: With a day we mean a calendar day

Legal person:

- H.P.A. Vreugdenhil Consultancy B.V.
- She in IT
- Kinderhuissingel 30 – 2013 AS – Haarlem
- Phone number: 06-21517906
- E-mail: info@she-in-it.com
- Chamber of Commerce number: 81019890
- VAT-number: NL861892112B01

Company description:

- The contractor carries out activities in the field of coaching, training and workshops in the field of personal development in the broadest sense of the word.

Applicability:

- These general terms and conditions apply to every offer (both verbal and written and/or digital) from the contractor and to every agreement concluded between the contractor and the client.
- These general terms and conditions apply to both preparatory and performed services.
- These general terms and conditions will be made available to the client on the website in advance and are sent with every offer that is made in writing and/or digitally.
- If deviating general terms and conditions apply to specific products or services, these will be made available to the client in advance.

General terms and conditions She in IT

Offering:

- Each offer contains a description of the products and / or services offered. The description is sufficient to give the client a good and clear picture of the expected activities and / or products.
- If the offer contains a validity date, this will be clearly stated in the offer.
- Each offer contains complete information so that it is clear to the client what his rights and obligations are attached to the acceptance of the offer. This includes:
 - The pricing including and excluding VAT
 - Any additional costs for, for example, an external location, travel costs and the like
 - The payment term
 - The payment method
 - The activities and/or products which are part of the agreement
 - The duration of the agreement
 - The privacy statement
 - The general terms and conditions

The agreement:

- All agreements between the contractor and the client are recorded and confirmed in writing (digitally) after the intake interview.
- The agreement is concluded at the moment of acceptance by the client and compliance with the corresponding conditions.
- If the agreement is concluded digitally, the contractor will always confirm the assignment to the client. As long as the agreement has not been confirmed by the contractor, the client can dissolve the agreement.
- The contractor reserves the right (within the legal frameworks) to be informed whether the client can meet his payment obligations.
- The contractor reserves the right (within the legal frameworks) to be informed of facts or factors that are relevant to enter into the agreement in a responsible manner.
- If, on the basis of the investigation, there are good reasons not to enter into the agreement, the contractor is free to refuse the application, to dissolve the agreement or to attach special conditions to the implementation.

General terms and conditions She in IT

Quotations and pricing:

- These general terms and conditions apply to all quotations/offers.
- All quotations/offers issued by the contractor are without obligation (both in terms of price and content) and expire after 30 days.
- During the period of validity of the agreement, no price changes will take place. With the exception of any legal changes in, for example, VAT rates.
- Any products or services that are subject to possible price changes due to fluctuations in the financial market will be offered at a variable price in the quotation/offer.
- The contractor is entitled to implement any price changes annually.

Payment terms:

- Invoicing takes place as indicated in the agreement.
- The payment term that is used is 14 days after the invoice date.
- The client is obliged to report inaccuracies in the provided or stated payment details to the contractor.
- If the client does not fulfill his payment obligations on time, the client is legally in default and the contractor retains the right to stop the execution of the agreement with immediate effect.
- If the client does not fulfill his payment obligations on time, he will be given a reminder for another 7 days to still fulfill his obligations.
- In the event of non-payment, the contractor reserves the right to charge statutory interest and also to charge the extrajudicial collection costs incurred.
- The client must notify the contractor in writing of any objections regarding the invoice within 7 days of receipt of the invoice.

Duration and termination:

- The duration of the agreement as laid down in the agreement between the client and the contractor can be terminated or extended by mutual consent.
- Termination of the agreement can take place unilaterally by the client if the client no longer wishes to use the services.
- Unilateral termination of the agreement does not affect the continuing obligation to fulfill the financial obligations of the agreement.

General terms and conditions She in IT

Delivery and execution:

- The contractor will execute the agreement to the best of its knowledge and ability.
- The contractor guarantees that the services and / or products provided meet the specifications stated in the agreement.
- The contractor has a best efforts obligation and can therefore not be held liable on the basis of a result obligation, unless otherwise agreed in the agreement.
- By confirming the agreement and these general terms and conditions, the client gives permission to use its personal data for recording in the client database of the contractor for administration purposes.
- The client will ensure that all information, of which the contractor indicates that it is necessary for the execution of the agreement or of which the client should reasonably understand that it is necessary for the execution of the agreement, is provided to the contractor in a timely manner. If this information is not provided on time, the contractor reserves the right to suspend the execution of the agreement.
- The client can request a copy of the client file that relates to the client.

Rescheduling or cancelation of meetings:

- If the client wishes to reschedule or cancel an appointment within 24 hours before the appointment, the contractor has the right to charge the costs for this meeting and the client is obliged to pay them. With the exception of rescheduling due to illness or force majeure.
- Appointments that are canceled or rescheduled for at least 24 hours will not be charged.
- In case of failure to show up for an appointment made, the contractor has the right to charge the costs and the client is obliged to pay them.
- Contractor reserves the right to reschedule or cancel agreements if it cannot properly implement the agreement. No costs will be charged to the client for this.

Confidentiality:

- Both the client and the contractor are obliged to observe confidentiality with regard to everything that is discussed during or in the context of the consultancy activities.
- If, on the basis of a statutory provision or a court decision, the contractor is bound to confidential information recognized or permitted by law or the competent court, then the contractor is not obliged to pay compensation or compensation.

General terms and conditions She in IT

Additional terms online trainingen and masterclasses:

- The contractor reserves the right to make changes to the teaching material and/or the teaching content on the basis of progressive insight.
- All online courses and masterclasses must be paid in advance, after payment the client will have immediate access to the materials and learning environment.
- In case of late or incomplete payment, the contractor reserves the right to exclude the client from participation on the online learning environment.
- Mentioned prices are exclusive of VAT and VAT will be added at checkout. After payment, the client will receive an invoice as proof of purchase.
- An agreement, for following an online training or masterclass, that starts immediately upon registration cannot be revoked.
- The online training or masterclass can be used immediately after payment, so that it is delivered before the withdrawal period, as referred to in the Distance Selling Act, has expired.
- The contractor points out to the client that for that reason the cooling-off period as referred to in Article 7: 46d paragraph 1 of the Dutch Civil Code cannot be used.
- When the client has purchased a package with 1-on-1 coaching and wants to cancel the order, the contractor will look at a reasonable solution for the hours not yet spent.
- Any complaints must be made known to the contractor in writing or by e-mail as soon as possible, but no later than 14 days after the online training and/or masterclass has been started.
- Although the utmost care is exercised with regard to the content of the services provided by the contractor, the contractor cannot rule out the absence of errors or incompleteness. The Contractor is in no way liable for any damage caused by such errors or omissions.
- The contractor is not liable for damage suffered by the client or any third party as a result of incorrect and/or incompetent use by the client of information or materials provided by the contractor.

General terms and conditions She in IT

- All products and services offered are developed for educational and informational purposes. Nothing in the online training courses, masterclasses or coaching, or in any content whatsoever, is a promise or guarantee for specific results. Decisions based on the services and/or products provided by the contractor are made voluntarily and under the full responsibility of the client.
- The Contractor strives to keep the services on the website accessible 24x7, but may interrupt access, for example due to maintenance work, updating and/or another technical reason.
- The Contractor cannot guarantee that the information on the website is correct, but will do everything in its power to keep the accuracy of this information as consistent as possible.
- To gain access to the online learning environment, the client must enter a password and username, these are private and strictly confidential and may not be shared with third parties.
- Likewise, the account is strictly private and may not be shared with third parties.
- The aforementioned conditions apply to rescheduling or canceling 1-on-1 coaching appointments.

Intellectual Property and Use of Materials:

- The contractor owns the intellectual property right on all materials of the online training courses, master classes and coaching.
- All materials provided by the contractor to the client as part of the training, masterclass or coaching are exclusively intended for the client's own use or its organization. Regardless of the method, the client is not permitted to reproduce and/or disclose the information obtained.
- The client is not permitted to use materials and content based on the information (training material) provided by the contractor, whether or not in collaboration with third parties, for its own training, masterclass or coaching activities, unless prior written permission has been granted by the contractor.

General terms and conditions She in IT

Liability:

- The contractor does not accept any liability for damage (direct or indirect) caused by or in connection with the services it provides.
- The liability of the contractor is limited to the invoice value of the assignment and only for the part to which the liability relates.
- The contractor is not liable for direct and/or indirect damage suffered by the client as a result of decisions or actions taken as a result of the consultancy work. The client remains responsible at all times for his / her actions and choices made.
- Any liability of the contractor for business damage, other indirect damage and/or consequential damage is expressly excluded.

Complaints procedure:

- Any complaints about the work performed must be made known to the contractor in writing by the client within 14 days of the complaint arising.
- Complaints submitted will be answered by the contractor within a period of 14 days after receipt of the complaint.
- If a complaint requires a longer processing time, the client will receive confirmation of receipt of the complaint and an indication of the timeline in which a more substantive response is expected within 14 days.
- If a complaint cannot be resolved in mutual consultation within a reasonable period or within 3 months after the dispute arose, a dispute arises to which the dispute settlement procedure applies.

Disputes:

- The agreements between the contractor and clients to which these general terms and conditions apply are exclusively governed by Dutch law.