

# General Terms of Business AMA coaching

## General Terms of Business

### 1. Applicability

These General Terms of Business are, unless agreed differently, are applicable to all proposals and contracts of or with AMA coaching and all activities connected to this, both of preparatory and executive nature. The terms in question are also applicable to all agreements with service provider, for the execution where third parties have to be involved.

### 2. Business description

AMA coaching is an independently operating practice for personal, career, management and strategy coaching, and Human Resources freelance activities.

### 3. Definitions

- a. Service provider: AMA coaching/Joke Kok, who uses and applies these terms of business for the offering of services
- b. Client: the opposite party of the service provider, being the client or the client's employer.
- c. Agreement: a verbal or written contract between client and service provider concerning an agreed service.

### 4. Execution of the agreement

- a. Service provider will execute the agreement to best insight and ability and in accordance with the demands of good skills; does not have a result obligation.
- b. Client has an obligation of best intents and commitment towards the service provider, does not have a result obligation.
- c. If and where a good execution of the agreement demands this, the service provider has the right to delegate the execution of certain activities by third parties. This will always be in consultation with the client.
- d. The client ensures that all data, of which the service provider indicates these to be necessary or of which the client ought to reasonably understand that these are necessary for the execution of the agreement, are supplied to the service provider in a timely manner. If the data required for the execution of the agreement is not supplied to the service provider in a timely manner, the service provider has the right to postpone the agreement and/or charge extra costs resulting from the delay to the client, according to customary fees.
- e. Service provider is not liable for damage, of whichever form.

### 5. Rates and proposals

- a. All proposals and offers from or on behalf of the service provider are without engagement, for as far as rate, content and delivery time concern and expire after 30 days.
- b. The rates in proposals are excluding VAT (21%), unless indicated differently.
- c. Proposals are based on the information available to the service provider.
- d. A contract or agreement will be achieved at the moment that the signed for approval agreement or contract has been received and accepted by the service provider or when the agreement has been communicated per e-mail.
- e. Activities for which no definite rate has been agreed upon, will be charged to the client based on a subsequent calculation against agreed rate. If no rates have been agreed upon, then the rates will be determined by the usual rating of the service provider.
- f. In case of lengthy coaching paths, the service provider reserves the right to effectuate rate adjustments annually, based on the general price index and eventual relevant government measures.

### 6. Payment

- a. In general payment needs to occur via bank transfer.
- b. Invoices should be paid, inclusive VAT, within 14 days after the invoice date on the bank account appointed by the service provider.
- c. In case of late payment the client is legally in negligent omission and is, also without a formal notice for that, indebted for a late payment interest which is equal to the valid legal interest. If service provider puts the debt up for collection, client is indebted for all legal and non legal costs resulting from the collection.

d. Client must make any objections against the invoice known to the service provider within 14 days after the invoice date, failing that the client is supposed to have agreed with the height of the invoice amount. Submitting an objection does not postpone the payment obligation of the client.

#### **7. Duration and conclusion**

- a. The agreement is entered for agreed duration.
- b. Changes in the duration of the agreement can only take place if parties have agreed on this in consultation with each other.
- c. If it appears during the execution of the agreement that it is required to, for a proper execution, change or add to the activities to be done, parties will timely and in consultation change the agreement accordingly.
- d. If change of or addition to the agreement will have financial or qualitative consequences, of influences time of completion, service provider will inform client of this as soon as possible.
- e. Service provider has the right to immediately end the agreement, without formal notice or judicial intervention if client has appeared not to be able to fulfill the financial obligations within the agreed term.

#### **8. Cancellation and moving appointments**

- a. Service provider reserves the right to cancel or move appointments free of charge in case of illness, inability to work, death or severe illness of family or beloved, as a result of which service provider cannot execute the task properly.
- b. Upon cancelling individual or team coaching sessions/activities by client within 24 hours of the start of the session/activity, 100 % of the fee will be charged to the client. Within 48 to 24 hours before scheduled start of the session/activity, 50 % of the fee will be charged to the client. Within 96 to 48 hours before scheduled start of the session/activity, 25 % of the fee will be charged to the client.

#### **9. Cause outside one's control**

- a. In these General Terms of Business, the term cause outside one's control means, apart from what it meant with this term by law and jurisdiction, all external causes, foreseen or not foreseen, on which service provider has no influence, yet though which service provider is unable to follow the obligations.
- b. Service provider has the right to appeal to cause outside one's control, if the circumstance that prevents (further) following, starts after service provider has started with the execution of the agreement.
- c. During cause outside one's control the obligations of service provider are being postponed. If the period in which cause outside one's control prevents service provider to follow obligations takes longer than 2 months both parties are authorised to resolve the agreement without in this case an obligation to pay a compensation for damages.
- d. In case service provider at the start of the cause outside one's control has already partially delivered her obligations, of can only party deliver her obligations, she is entitled to invoice the already delivered part separately and client is obligated to settle this invoice as if it were a separate agreement. This however does not apply if the already executed part has no independent value.

#### **10. Confidential information and confidentiality**

- a. Both parties are obligated to confidentiality of all confidential information that they have obtained on the basis of the agreement from each other or another source. Information is considered to be confidential if this have been indicated by the other party or if this is the result of the nature of the information. All conversations and contacts are treated in accordance with the highest confidentiality standards. Nothing that is spoken about in the conversation/contact is meant to be communicated outside of this context without permission of service provider and client.
- b. In case of a imminent danger for both client and the society or certain persons, service provider reserves the right to issue relevant information to qualified persons or organisations if danger can be prevented by this. As a person, residing under the Dutch law, it is the duty of service provider to report activities, which are in violation with the law, to the relevant authorities. Consequently service provider cannot be addressed if she reports illegal matters to the sponsor of the client or to the legal authorities.
- c. If, based on a legal stipulation or a judicial judgment, service provider is held to supply confidential information to the by law or qualified judge appointed thirds, and service provider cannot call upon a legal or by a qualified judge acknowledged or permitted right to vindication, then service provider is not obligated to a compensation of damages or remuneration and if client not legally entitled to dissolving the agreement on the bases of any damage, originating from this.

d. On all communication means, like email, mail, fax, voicemail and other means the confidentiality principle is applicable. Unless previously deviating agreements have been made, only service provider and client are the ones who get to see the communication via these media. Parties need to be aware that a number of media are being ran by third parties, therefore these media cannot be considered to be fully confidential.

e. In cases whereby the originator is not the coachee or client, the confidentiality principle and secrecy with regards to exchanged information and conversations/contacts between service provider and client also applies towards the originator, with the exception of situations where, in consultation with the coachee and originator, it is agreed to inform the originator in topline.

### **11. Liability**

a. Service provider is never liable for direct damage or indirect damage, emotional damage or damage resulting from decisions the client has taken, taken in or without consultation with the service provider.

b. Client is at all times fully responsible for choices made, own behaviour, and the consequences of this, both during the time that client and service provider pass together and thereafter.

### **12. Possession of ownership**

a. All items supply or leant out by service provider, including tests, cards, games, sketches, books, software, drawings, exercises, questionnaire etc, remain (intellectual) property or ownership of service provider, are exclusively meant to be used by client and may not without previous approval of service provider be copied, made public or known to thirds.

b. Client is not authorised to pawn or encumber the items that fall under the restriction of ownership.

c. If thirds seize delivered items that fall under the restriction of ownership or establish or apply rights on them, client is obligated to inform service provider of this as soon as can be reasonably expected.

d. Client is obligated to take optimal care of the items delivered that fall under the restriction of ownership and to return these to service provider in optimally useful condition. In case of damage inflicted by client, service provider will redress this on client.

### **13. Alterations in General Terms of Business**

Applicable is always the version that applied at the time of the coming together of the concerning agreement.

### **14. Communication General Terms of Business**

These General Terms of Business are being communicated via:

a. Publication on the AMA coaching websites: [www.amacoaching.nl](http://www.amacoaching.nl)

b. Supplying as a enclosure with and being part of proposals and agreements/contracts.

### **15. Printer's, compositor's and typing errors**

AMA coaching is not responsible for printer's, compositor's and typing errors or if through (technical) failure the price, data or other information of services is reproduced incorrectly on the communication expressions of AMA coaching. AMA coaching is not bound to the execution of the assignment against the incorrectly reproduced price or conditions. AMA coaching is not responsible for damage that, directly or indirectly, is the consequence of incorrectness and/of incompleteness of the content of this website. All agreements between service provider and client, recorded in writing, which deviate from these terms, prevail these General Terms of Business.

### **16. Copyright**

The total contents of all communication expressions of AMA coaching, among which the website, is owned by AMA coaching and may not be used or copied by others, without written permission by AMA coaching.