

Career Coaching by Iris Desauw: General Terms and Conditions

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Definitions

In these general terms and conditions, the following terms have the following meanings:

1. **Contractor:** Iris Desauw, Career Coach
2. **Client:** the person, company or body that instructs the contractor to perform work
3. **Services:** all the products supplied and services provided by the contractor to the client, including career coaching or provision of advice, all in the widest sense, as well as all other work of any nature performed for the benefit of the client, carried out within the framework of an assignment.
4. **Agreement:** every arrangement between the client and the contractor regarding the provision of services by the contractor for the benefit of the client.
5. **Parties:** the client and contractor, jointly.

Understanding

1. The terms and conditions below apply to all career coaching services provided by Iris Desauw ("contractor") registered as Iris Desauw, to any individual or organisation ("client") and constitute the contract for the service to be provided by the contractor for the client. The term 'career coaching' as here used also covers career guidance, career counseling and career advice for clients as well as group career coaching sessions for clients.
2. The career coaching information and services provided and purchased from this website is designed to help you to achieve your future goals and ambitions, it does not provide counselling or therapy. If for any reason you believe that you may be suffering from any

psychological or medical condition you are strongly advised to consult a qualified physician.

3. There may be occasions when the contractor may recommend to the client that they seek an alternative service more suited to their current needs. In this event the contractor will fully discuss the reasons for the recommendation with the client. It is the client's sole responsibility to decide whether to follow the recommendation and the contractor does not accept any liability for the outcome of any decisions the client chooses to make.
4. In return for the fees payable by the client (or by a third party on their behalf), the contractor agrees to provide the service as described below and in accordance with the terms and conditions set out below. The client agrees to pay fees for the service on the terms and conditions set out below (in situations where a third party pays the fees, the third party counts as an agent acting on behalf of the client).
5. The date of purchase of any service provided by the contractor shall be deemed to be the start date for the service. Where any client is unhappy with any of the terms and conditions they can contact the contractor to discuss any concerns and see if they can be resolved before the first career coaching session or any other service. Participation by any individual in the first career coaching session constitutes acceptance of these terms and conditions.

Applicability

1. The general terms and conditions apply to all offers and agreements between the client and the contractor, or their legal successors.
2. Amendments to these terms must be confirmed by both parties expressly and in writing.
3. Any purchase conditions or other general terms and conditions of the client do not apply, unless the contractor has expressly accepted these in writing.
4. These conditions also apply to contracts whereby the involvement of third parties is requested by the client.
5. These general terms and conditions also apply to all additional assignments and follow-up assignments of the client.
6. If one or more provisions of these conditions are null and void, in whole or in part, at any time, the rest of the provisions shall continue to apply in full form. The contractor and the client will subsequently consult in order to mutually agree other provisions. However, the meaning of the original provisions will still prevail and will be applied as much as possible.

Offers

1. All the offers submitted by the contractor are free of obligation. They are valid for 30 days, unless otherwise indicated. The contractor is only bound by an offer if the client's acceptance thereof is confirmed to the contractor in writing within 30 days, without amendment or reservation.
2. The prices stated in the relevant offers are including of VAT for individuals and excluding of VAT for organizations unless expressly indicated otherwise.
3. Offers are based on the information available to the contractor.

Formation of contract

1. The contract will become binding on both parties at such time that the order confirmation is drafted by the contractor and agreed upon by both the client and the contractor in written.
2. The contract is concluded for an indefinite period, unless the content, nature or scope of the contract or of the order confirmation, specifies otherwise

Performance of the contract

1. The contractor shall determine the way in which the service will be performed. The contractor shall perform the service to the best of its ability and with due regard for the applicable rules (of professional practice) and laws. The contractor cannot guarantee that it shall achieve any intended result.
2. The contractor will engage in other tasks other than those provided for in the contract, for an additional fee, and only if the client has expressly agreed to it. If extra services are required to fulfill the scope of the contract, and these services are a matter of urgency and client has not yet agreed to them, the services will be carried out without the, authorization of the client.
3. The contractor can involve third parties in the performance of the service for the provision of substantial work. This will always be done in consultation with the client.
4. If the contractor is instructed to carry out an assignment or part thereof in collaboration with a third party, the client will determine the duties of each party in consultation with all the parties involved. The contractor does not accept joint and several liability, or liability for the performance of the duties and the associated activities of the third party.
5. If a term has been agreed upon for completion of certain activities by the contractor, this will not be a strict deadline, unless expressly agreed otherwise. Therefore, such a term being exceeded does not result in an attributable failure on the part of the contractor and

is therefore no ground for termination of the agreement. In the event that such a term is exceeded, the client may set a new, reasonable term within which the contractor must perform the agreement, without prejudice to force majeure. That new, reasonable term being exceeded is a ground for termination of the agreement by the client.

Termination of the contract

1. The client may terminate their personal career coaching contract at any time in writing. Any monies owed at the time of cancellation will become due immediately. Refunds on payments made against future sessions will be at the discretion of the contractor.
2. A career coaching process can be completely cancelled, free of charge, up to one week before the start of the process. In the event of cancellation within five working days before the start of the process, the contractor is authorised to charge the costs of the first interview in full.
3. In case of a career coaching programme with 8 sessions (3 months collaboration), cancelling the contract within the first 4 sessions results in having to pay for 4 sessions and receiving a refund of the second half of the programme and its 4 sessions. Cancelling the contract in the second half of the programme results in no refunds.
4. In exceptional circumstances, such as illness or unavailability due to bereavement or other commitments, inappropriate behaviour by the client, actual or potential conflict of interest, or other reasons, the contractor can decide to terminate the service to the client early or refuse or be unable to provide further coaching sessions to the client. In such a circumstance the client will be given reasonable notice of termination by the contractor where practicable, and will be refunded any advance payments made for career coaching sessions not yet provided.
5. If one of the parties fails seriously in complying with its obligations and, having been given express notice of default by the other party, fails to comply with these obligations within a reasonable term, the other party is authorised to terminate the agreement without the terminating party owing the defaulting party any compensation.
6. Performances delivered until the termination will be paid as agreed.

Amendment of the agreement

1. If, during the performance of the agreement, it is established that, in order for the agreement to be performed properly, the work to be carried out must be amended or supplemented, the parties will amend the agreement accordingly, in due time, in mutual consultation.

2. The parties agreeing to amend or supplement the agreement may influence the time of completion of the performance. The contractor will inform the client of this as soon as possible.
3. In the event that amendments or supplements to the agreement have financial and/or qualitative consequences, the contractor will consult with the client.
4. In the event that a fixed fee has been agreed upon, the contractor will in such case indicate the extent to which the amendment of or supplement to the agreement will lead to the fee being exceeded.

Responsibility and commitment

1. The contractor will seek to enable the client to set and achieve goals that will help to bring about desired outcomes for the client. The client has sole responsibility for any decisions they may make following the career coaching with the contractor. The contractor accepts no liability for the client's actions.
2. The contractor has no liability for any loss incurred by any client, whether financial or otherwise, following commencement of the career coaching packages and/or career coaching sessions, or for any perceived failure by the client, whether justified or otherwise, to achieve a material improvement in quality of life or to achieve their desired outcomes or goals.

Provision of information by the client:

1. The client is expected to provide all the necessary information to the contractor, in order for the contractor to be able to correctly perform the contract, in time and in full. This also applies to information which is necessary to correctly execute the service. The contractor shall determine what good time, the required form and the required manner shall be understood to mean.
2. The client is responsible for the accuracy, completeness and reliability of the information made available to the contractor, including the information of third parties.
3. If the information described in 5 (1) and (2) which is necessary for the execution of the contract has not been provided to the contractor in time or is not complete, the contractor has the right to suspend the performance of the contract. Any additional costs arising from the delay in the performance of the contract re for the reasons described above, are for the account of the client
4. At the client's request the contractor shall return the original documents provided by the client to the contractor.

Career coaching procedure

1. The career coaching sessions for the will take place on the dates agreed on between the contractor and the client.
2. Career coaching will take place between the client and the contractor online via Skype or Zoom (client calls contractor), by telephone (client calls contractor) or face-to-face (venue by mutual agreement). Unless otherwise agreed, the client is responsible for telephoning the contractor at agreed times.
3. The client warrants he/she has access to the necessary computer systems, media systems, software and network connections to receive and enjoy the benefit of the online career coaching.
4. The contractor may assign the client tasks or exercises to complete between career coaching sessions. There is no obligation on the client to complete these tasks, but not doing so may slow the client's progress in achieving desired outcomes. Where possible, clients are requested to submit any information requested by the contractor relating to assignments at least 24 hours before the career coaching session when they are to be discussed. The contractor will provide feedback on completed assignments during the career coaching sessions.
5. The career coaching sessions can be held in English or German language.

Rearranging Sessions

1. If the client needs to rearrange a career coaching (career guidance, career advice, career counseling) session, they should provide at least 24 hours' notice. No refunds will be given to clients for unused career coaching sessions unless 24 hours' notice has been given. In exceptional circumstances the contractor may need to rearrange a career coaching session; in these circumstances the contractor will use reasonable endeavours to provide a mutually satisfactory alternative appointment the client.
2. Where a client pays for a session, or sessions, in advance they must have the career coaching session(s) that they have paid for within 6 months of the payment, or their fee is forfeited.

Personal data

1. By entering into an agreement with the contractor, the contractor is given permission for the automatic processing of personal data received pursuant to the agreement. The contractor will only use these personal data for its own activities. For further information please see the privacy policy (www.irisdesauw.com/privacypolicy).

Confidentiality

1. Both parties are obliged to preserve the confidentiality of all the confidential information they receive from each other or from a different source within the framework of their agreement, without prejudice to any obligation imposed on the parties by law or an authorised government body to disclose certain details. Information will be considered to be confidential if this has been communicated by the other party, including the client, or if this arises from the nature of the information.
2. The contractor will not refer to the assignment externally without the client's permission.
3. The contractor is required to maintain confidentiality vis-à-vis third parties.
4. The contractor cannot use the information that is made available to her other than for the purpose for which it was obtained.
5. The contractor will impose the above obligations in 7(1) and (2) to third parties engaged by it.

Intellectual property

1. Insofar as the services provided by the contractor in the performance of the agreement are subject to copyrights, trademark rights, design rights, trade name rights and other intellectual property rights, the contractor will be and continues to be the holder or owner of these rights. The client may only use the physical carriers of these rights for the objective for which these have been provided to the client, may not multiply these and may not change or remove notices concerning copyrights, trademark rights, design rights and trade name rights and other notices;
2. The client is authorised to use the knowledge acquired through performance of the work for other purposes, insofar as this does not result in third parties being provided with confidential information, and provided that it cannot be traced back.

Complaints

1. The client must submit complaints concerning the work performed to the contractor within 8 days of discovery thereof, in writing, with a detailed description of the ground for the complaint.

Fee and costs

1. Unless expressly agreed otherwise, the contractor's fee consists of a predetermined amount per agreement or service provided and/or may be calculated on the basis of rates charged per unit of time worked by the contractor.
2. All fees are exclusive of government levies such as turnover tax (VAT) for organizations and inclusive turnover tax (VAT) for individuals, and exclusive of travel expenses and other expenses incurred for the benefit of the client, including but not limited to invoices submitted by the third parties engaged.
3. The contractor reserves the right to amend the fees agreed upon in consultation with the client in connection with changes in the general price index and in connection with measures imposed by the government.
4. The contractor's fee is not dependent on the outcome of the contract.

Payment

1. Full payment of the career coaching packages is required in order to be able to participate in the career coaching package and to receive the relevant coaching sessions.
2. In case of individually scheduled career coaching sessions (outside of the career coaching package deals), full payment is due prior to the first individual career coaching session and within 14 days after the invoice is sent. Additional sessions can be booked thereafter.
3. In case of a career coaching program with 8 sessions (3 months collaboration), payment can be split in two, the first half is due prior to the first career coaching session and within 14 days after the invoice is sent and the second half is due prior to the fifth career coaching session and within 14 days after the invoice is sent.
4. Unless agreed otherwise in writing, invoices must be paid within 14 days of the invoice date, in a manner to be indicated by the contractor and in the invoiced currency.
5. Invoices will be paid without deduction, compensation or suspension on any basis.
6. If the payment is not received within the agreed period, the contractor will send the client a reminder. If the term of payment as stated in the reminder is again ignored by the client, the contractor can suspend its work. This applies to all other work which the

contractor is involved in, in relation to the client, other than to the work related to the unpaid invoice. The contractor is not responsible for any damages whatsoever resulting from the suspension of the Service. The contractor is entitled to withhold all documents, whether or not related to the unpaid invoice; until such date that the full invoice amount is paid.

7. In the event that the client is in default of payment, the contractor is authorised to immediately cease or suspend performance of the work to be performed for the benefit of the client, without this resulting in the contractor being liable to pay the client compensation.
8. In the event that it is in default in payment, the client will furthermore owe a default interest on the outstanding claims, which is equal to the statutory interest.
9. All payments made by the client will first be applied to settle all interest and costs owed and subsequently the payable invoices that have been outstanding the longest, even if the client indicates that the payment pertains to a later invoice.
10. Both the client and the contractor can terminate the agreement with immediate effect by means of a registered written notice if the other party is granted a moratorium or is put into liquidation.

Collection costs

1. In the event that, for reasons of its own, the contractor decides to collect a claim in connection with non-payment of one or more unpaid invoices by legal means, the client will be obliged to pay all the legal and extrajudicial expenses that are reasonably incurred in addition to the principal sum and interest owed. This will always include the costs of collection agencies, as well as the costs and fees of bailiffs and lawyers, even if these exceed the legal costs to be awarded in court. The compensation of the legal and extrajudicial costs will amount to at least 15% of the principal sum owed.

Liability

1. The contractor accepts no liability whatsoever, in whatever manner, for loss arising from or suffered in connection with the services provided by it, unless the client shows that the loss was caused by an intentional act or gross negligence on the part of the contractor. The contractor's liability is limited to the invoice value of the assignment, or rather, the part of the assignment to which the liability pertains.
2. In the event of personal injury or damage to items arising from or in connection with the contractor's provision of services or otherwise, the liability is limited to the amount that, in

the relevant case, is paid out under the liability insurance taken out by the contractor. Any liability of the contractor for trading loss or other indirect loss or consequential loss of any kind, is expressly excluded.

3. The contractor will take due care when engaging third parties that are not employed by its organisation (such as consultants, experts or service providers). However, the contractor is not liable for mistakes made by or failure on the part of these third parties. The client indemnifies the contractor against any third-party claims (such as those pertaining to loss and legal action) in relation to the performance of the agreement between the client and the contractor.
4. Any claims of the client as referred to in this article must be submitted within two months of the loss or damage being discovered, failing which the client forfeits its rights.
5. Direct damage shall mean only:
 - the reasonable costs to establish the cause and extent of the damage;
 - any reasonable costs incurred for the poor performance of the contractor towards the contract, unless this can be attributed not to the contractor;
 - reasonable costs incurred to prevent or reduce the harm, to the extent that the client can demonstrate that these costs have led to the limitation of direct damage.
6. The contractor is not liable for damages of any kind whatsoever, created by the contractor by or on behalf of the client which are a result of incorrect and/or incomplete information provided by the client or otherwise caused by an act or omission by or on behalf of the client.
7. The contractor shall never be liable for indirect damages, including consequential damage, loss of profit, missed savings and business stagnation.
8. The limitation of liability contained in these terms and conditions for direct damage shall not apply if the damage is intentional or a result of gross negligence on behalf of the contractor.
9. The client indemnifies the contractor against all claims of third parties for damages ensuing from or in connection with the services provided by the contractor for the client.

Force majeure

1. The contractor is not obliged to fulfill any obligation towards the client as a result of force majeure. Force majeure, under the present general terms and conditions, notwithstanding the meaning of this term in the law and jurisprudence shall mean any external causes which the contractor has no influence or control over, but which impede the contractor to meet its underwriting obligations.

2. The contractor may suspend its obligations under the contract, during the period that the force majeure event persists. If this period lasts longer than two months, then both parties shall be entitled to dissolve the contract without any right to any compensation otherwise existing

Governing law and choice of forum

1. Dutch law shall apply on all offers and contracts between the client and the contractor to which these terms and conditions apply. .
2. Parties shall only refer the matter to the Court if they have done their utmost to solve the dispute by mutual consultations.

Changes

1. The contractor has the right to change these general terms and conditions and will inform the client thereof.