



General terms and conditions

Article 1 General terms

1.1 These terms and conditions apply to any offer, quotation and agreement between Heart Based Consciousness, hereinafter referred to as: Contractor and a client and his employees, hereinafter referred to as: clients. Contractor declares these terms and conditions applicable, insofar as parties have not explicitly deviated from these terms and conditions in writing. These conditions also apply to all obligations arising from agreements concluded subsequently between the parties.

1.2 If one or more of the provisions in these general terms and conditions should at any time be wholly or partially invalid or be annulled, the remaining provisions of these general terms and conditions will continue to apply in full. The contractor and the client will then consult to agree on new provisions to replace the void or annulled provisions, as much as possible respecting the purpose and intent of the original provisions.

1.3 If uncertainty exists regarding the interpretation of one or more provisions of these terms and conditions, then the explanation should be found in the spirit of these provisions.

1.4 If a situation arises between parties that is not covered by these terms and conditions, this situation should be assessed in the spirit of these terms and conditions.

1.5 Any deviations from these General Terms and Conditions will be binding only if confirmed by the contractor in writing.

Article 2 Quotes and Offers

All the contractor's quotations and offers are without engagement unless a period for acceptance is specified in the quotation. If no acceptance period is set, no rights whatsoever may be derived from the quotation or offer.

2.2 The contractor cannot be held to its quotations or offers if the client can reasonably understand that the quotations or offers, or part thereof, contain an obvious mistake or error in writing.

2.3 The prices given in a quotation or offer are exclusive of VAT. 2.4 If the acceptance deviates from the offer included in the quotation or offer, the contractor will not be bound by it. The agreement will not be concluded in accordance with that deviating acceptance, unless the

contractor indicates otherwise.

2.5 A composite quotation will not oblige the contractor to perform part of the assignment at a corresponding part of the quoted price. Offers or quotations will not automatically apply to future orders.

Article 3 Conclusion of the Agreement

3.1 The agreement will be concluded when the client signs an order confirmation from the contractor or when the contractor starts the work.

Article 4 Cancellation or change of costs of training and team coaching

4.1 The customer has the right to cancel or change participation in the courses referred to under .4 after signing the order confirmation by registered letter or by e-mail which has been confirmed for receipt by the contractor, subject to the provisions of articles 4.2 and 4.3.

4.2 The client may cancel or reschedule participation in the courses referred to under .4 after signing the order confirmation, subject to the following costs:

up to 4 weeks before the day of commencement the costs are 10% of the agreed fee in the order confirmation.

From 4 to 2 weeks before the date of commencement, the costs are 25% of the agreed fee in the order confirmation.

100% of the agreed fee will be charged by the contractor from 14 days before the date of commencement.

4.3 In the event of early termination of participation in open training courses by the customer of a course which has already started, the contractor will not refund the fee and other costs charged to the customer. Unpaid parts of the training course or the In-company training course may be used by the customer for other training purposes implemented by the contractor within a period of 12 months after the commencement date.

Article 5 Cancellation Charges for Individual Coaching

5.1 If a coaching session is cancelled or postponed by the client or customer within 2 working days (48 hours) before the start, the contractor will charge 100% of the agreed fee.

5.2 A coaching process has a duration of 12 months after the start of the first (coaching) meeting.

Article 6 Payment

- 6.1 Payment must be made within 30 days of the invoice date. After the expiry of this period, the declarant is free, without further notice, to instruct third parties to take collection measures. In all cases, invoices are issued after the signing of the contract. All rates quoted are exclusive of V.A.T.
- 6.2 Without prejudice to possible claims for statutory interest, amounts invoiced shall bear interest from 30 days of the invoice date, without any further notice of default being required. The interest payable by the debtor shall be 1% per month or part thereof.
- 6.3 All costs related to the collection of invoiced amounts (including extrajudicial collection costs) shall be borne by the debtor. The extrajudicial collection costs are at least 15% of the principal amount with a minimum of € 25,- all exclusive of VAT.
- 6.4 Complaints must be submitted in writing within 8 days of the invoice date, accurately stating the grounds for the complaints. After that period, complaints will not be accepted and the contractor will fulfil his obligations.
- 6.5 If cost-increasing circumstances occur that are not attributable to the contractor, such as changes in taxes and social security contributions, they will be charged to the client, who will pay them within the applicable payment period.

Article 7 Quality and Care

- 7.1 Our actions are based on the information provided by the customer and clients.
- 7.2 Advice given by the contractor and its partners will be to the best of its ability and in good faith.
- 7.3 The client and/or customer is at all times responsible for following or not following the advice given and for the results thereof. Liability of the contractor for this is expressly excluded, unless it concerns intent or gross negligence.
- 7.4 If the client and/or client fails to comply with one or more business agreements made within the framework of the agreement with the contractor, the contractor has the right to inform the client accordingly or to give him notice of default. In doing so, the relationship of trust with the client will be respected.
- 7.5 During an open process with multiple clients and principals, these enter into a relationship of trust with each other and with the facilitator. Therefore, the client is obligated to keep secret and confidential what he/she, in the context of the process, has learned about other participants. This obligation continues even after the end of the activity. The client is fully responsible for any material and immaterial damage resulting from the violation of this confidentiality. The contractor excludes any liability in this situation.
- 7.6 The contractor is authorized to remove from the program a client who, for any reason, uses violence or displays sexually inappropriate behavior or obstructs a process. In this situation, the contractor has the right to terminate the agreement free of charge, without any obligation to refund the fee and costs paid by the client.

7.7 In case of illness and/or prevention of the contractor, the contractor will provide an equivalent replacement. If such replacement is not possible, the contractor will agree alternative training dates with the client as soon as possible.

7.8 If alternative dates are impossible following prevention, the contractor will ensure that the client receives a full or partial refund. The amount of the refund will depend on the number of days/hours agreed in advance which the contractor or equivalent substitute is unable to carry out.

Article 8 Liability

8.1 The contractor will not accept any liability vis-à-vis the client for any damage other than in the event that its liability insurance covers the damage and in so far as the insurer pays out in such a case. Outside the cases referred to in the previous paragraph, liability will be limited to the amount charged for the work causing the damage.

8.2 The Contractor can never be held liable for indirect damage, including consequential damage, loss of profit and damage due to business interruption. 8.3 The Contractor will not be held liable if the Principal has the option of addressing its insurance company or that of a third party directly regarding the occurrence of the damage.

Article 9 Applicable Law

9.1 Dutch law will apply to any agreement between the contractor and the client.

9.2 All disputes arising from or in connection with agreements to which these General Terms and Conditions apply will be submitted to the District Court in Amsterdam, in so far as the law permits, without prejudice to the right of the contractor to submit a dispute to the court in the customer's place of residence or establishment.

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