

General terms and conditions for deliveries and services by R.N. de Jong, accredited coach, established in Rotterdam, registered at the Chamber of Commerce Rotterdam under number 56078439.

Article 1 Applicability

1.1.1. These General Terms and Conditions apply to all assignments that the client assigns to R.N. de Jong, hereafter to be referred to as Ron. These General Terms and Conditions also apply to any additional assignments and follow-up assignments..

Article 2 Agreement

2.1. Every offer from Ron is without obligation. The assignment will not be accepted until it has been confirmed in writing by Ron, unless the implementation has actually commenced.

2.2. An accepted assignment leads to a best efforts obligation from Ron, not to a result obligation. Ron will endeavor to achieve the result desired by the client, but does not guarantee that this result will be achieved. In the execution of the assignment Ron will only be guided by the interests of the client. When performing the assignment given, Ron acts in a manner that may be expected from a reasonably competent and reasonably acting coach.

2.3. A given assignment is deemed to have been exclusively given to and accepted by Ron.

2.4. The client is obliged to timely provide all information that is important for the execution of the assignment. Ron is free to have all or part of the assignments granted under his responsibility carried out wholly or partially by one or more of the employees associated with him. The operation of articles 7: 404 and 7: 407 paragraph 2 of the Dutch Civil Code is excluded.

2.5. The client indemnifies Ron against claims from third parties who claim to have suffered damage as a result of or in connection with work performed by Ron for the client.

2.6. Both the client and Ron are authorized to terminate the assignment with a notice period of fourteen days, unless this is done at an unreasonable moment in view of the interests of the other party in view of the circumstances. The termination can only be done in writing. Appointments can be postponed or canceled up to 24 hours before the agreed consultation, failing which the client will still owe the agreed fee.

2.7. Ron is authorized after the termination of the assignment, to perform those activities that he deems reasonably necessary in the interest of the canceling client. Ron will be entitled to the usual fee for that work. However, Ron is not obliged to provide further services after receiving the written termination.

Article 3 Fee and costs

3.1. The client owes Ron with regard to the work performed within the framework of the assignment a fee including turnover tax. This can be an hourly fee; or depending on the agreements made with Ron, a previously agreed fee for the delivery of a cluster of services. The fee to be claimed on an hourly basis is determined on the basis of the time spent. Ron is entitled to change his (hourly) rates annually on January 1.

3.2. Before commencing work, Ron is entitled to charge the client an advance on what is due to him in the case of an hourly fee. This advance will be settled with the final invoice in due course.

3.3. If a fixed fee is agreed upon, Ron is entitled to charge this fee in advance.

Article 4 Payment

4.1. The client is obliged to pay Ron's invoices without deduction, discount, suspension or settlement within fourteen days after the invoice date, by means of payment to the indicated account, or in cash. If the specified payment term is exceeded, the client is legally in default and is a default interest equal to the statutory interest under art. 6: 119 of the Dutch Civil Code. If the client does not pay the invoice on time, all costs for obtaining satisfaction will be borne by the client.

4.2. If the client fails to pay the invoice on time, Ron is then entitled to suspend the execution of the assignment, also in other cases that are being processed for the client, to the exclusion of any liability of Ron for damage caused as a result.

4.3. Complaints and liability with regard to a culpable defect in the fulfillment by Ron of the obligations arising from the assignment must be submitted in writing, under penalty of forfeiting any right, within a period of thirty days after the defect could reasonably have been known.

Article 5 Liability

5.1. Ron's liability for any professional errors is always limited to the amount to which the professional liability insurance taken out by Ron gives entitlement, plus the amount of deductible that is charged to Ron under the conditions of the aforementioned insurance. Ron is not liable for shortcomings of third parties engaged by him.