

General Terms and Conditions

Article 1. Definitions

In these general terms and conditions, the following definitions apply:

Contractor: BolsterKracht B.V. , which uses these general terms and conditions for the provision of services.

Client: The person, company, or institution that commissions the work.

Services: All products and services provided by the Contractor to the Client, including but not limited to coaching, training, facilitation, workshops, consultancy, and other related professional activities – performed in the broadest sense – as well as all other work carried out for the benefit of the Client, including work not expressly requested but reasonably related to the assignment.

Participant: The person who takes part in a coaching, training, or advisory process, if this person is not the Client themselves.

Article 2. Applicability

1. These general terms and conditions apply to all offers and agreements in which the Contractor offers or delivers services. Deviations from these terms and conditions are only valid if expressly agreed upon in writing.
2. Not only the Contractor but also all persons or entities engaged in performing any assignment for the Client may rely on these terms and conditions.
3. These general terms and conditions also apply to additional or follow-up assignments from the Client.
4. Any purchasing or other general terms and conditions of the Client do not apply, unless expressly accepted in writing by the Contractor.
5. These conditions also apply to all participants in programs, training, or coaching activities facilitated by the Contractor, even if their participation is arranged through a third party.

Article 3. Quotations

1. Quotations issued by the Contractor are non-binding and valid for 30 days unless otherwise indicated. The Contractor is only bound by a quotation if its acceptance is confirmed in writing or by email by the Client within that period.
2. Prices in quotations are exclusive of VAT, unless otherwise stated.
3. Quotations are based on the information available to the Contractor at the time of issue.

Article 4. Execution of the Agreement

1. Agreements concluded with the Contractor constitute a **best-efforts obligation**, not a results obligation. The Contractor shall perform their duties with due care, professionalism, and according to the ethical standards of their professional association.
2. If and insofar as proper execution of the agreement requires it, the Contractor has the right to engage third parties, in consultation with the Client.
3. The Client shall ensure that all information necessary for the proper execution of the agreement is provided to the Contractor in a timely manner. If the required information is not provided on time, the Contractor has the right to suspend execution of the agreement and/or charge the Client for any additional costs incurred.
4. The Contractor shall not be liable for damages arising from inaccurate or incomplete information provided by the Client, unless the Contractor should reasonably have been aware of such inaccuracies.
5. The Contractor reserves the right to modify the content, schedule, trainers, or location of a training or coaching program if necessary for qualitative or logistical reasons, without any right of compensation for the Client, provided that the overall quality of the service is maintained.

Article 5. Duration and Termination

1. If the agreement concerns the repeated delivery of the same service, it shall be deemed to have been entered into for an indefinite period unless otherwise agreed in writing.
2. Both parties may terminate the agreement in writing at any time. For contracts lasting one year or longer, a minimum notice period of three months shall apply.

3. Early termination does not relieve the Client from payment obligations for work already performed or commitments already made by the Contractor (e.g., reserved venues, travel, materials).

Article 6. Amendments to the Agreement

1. If it becomes apparent during execution that an amendment or addition is necessary for proper completion, both parties shall adjust the agreement in consultation.
2. Such amendments may affect timing and costs; the Contractor will inform the Client as soon as possible.
3. If financial or qualitative consequences arise, the Contractor will notify the Client in advance.
4. If a fixed fee has been agreed, the Contractor shall indicate whether the amendment results in exceeding that fee.

Article 7. Confidentiality

1. Both parties are obliged to maintain confidentiality regarding all confidential information obtained in the context of the agreement. Information shall be considered confidential if so indicated or if its nature implies confidentiality.
2. The Contractor values sharing learnings and insights from their professional practice (e.g., in articles, talks, or online posts). Such sharing will always occur in a way that safeguards the Client's confidentiality and anonymity, unless the Client has given explicit permission to be mentioned by name.
3. In coaching or training settings, the Contractor guarantees that individual client or participant information shared in confidence will not be disclosed to the Client or others, except with explicit consent or as required by law.

Article 8. Intellectual Property

1. All intellectual property rights (including copyrights, trademarks, trade names, and design rights) related to materials, methods, or documentation developed or provided by the Contractor remain the exclusive property of the Contractor.
2. The Client may only use these materials for internal purposes and not reproduce, share, or adapt them without prior written permission.

3. The Contractor retains the right to use knowledge gained during the assignment for other purposes, provided that no confidential information is disclosed.
4. Video, photo, or audio recordings of training sessions by participants or the Client are not permitted without consent from the Contractor.

Article 9. Payment

1. Payment shall be made within 14 days of the invoice date, unless otherwise agreed in writing.
2. If payment is not received by the due date, the Client is automatically in default without further notice.
3. In case of default, the Contractor may suspend or terminate ongoing work.
4. Statutory interest applies to overdue amounts.
5. In the event of liquidation or bankruptcy of the Client, all claims become immediately due.
6. Payments are first applied to outstanding interest and costs, then to the oldest unpaid invoices.
7. The Contractor may require prepayment or financial security before starting work if the nature of the project justifies this.

Article 10. Collection Costs

If the Client fails to pay in full, the Client shall owe extrajudicial collection costs as per statutory regulations or, in the case of business Clients, **15% of the outstanding principal amount**.

Article 11. Liability

1. The Contractor accepts no liability for damages arising from or connected to the services provided, unless the Client proves intent or gross negligence by the Contractor.
2. Liability is limited to the invoiced amount related to the specific assignment (or the part thereof) giving rise to the claim.
3. For agreements longer than six months, liability is further limited to the amount invoiced during the last six months.

4. If applicable, liability shall never exceed the payout under the Contractor's professional liability insurance.
5. The Contractor is **not liable for indirect, consequential, or business losses**, including but not limited to lost profits, emotional distress, or decisions made based on coaching or training outcomes.
6. The Contractor does not guarantee specific results or behavioral outcomes from training or coaching; responsibility for application and implementation rests with the participant and/or Client.

Article 12. Cancellation / Termination

1. The Contractor may cancel a course, training, or coaching program without cause, in which case the Client is entitled to a full refund of any amounts paid.
2. The Client may cancel by registered letter.
3. Cancellation up to 4 weeks before the start is free of charge.
4. Cancellation between 4 and 1 week before the start: 50% of the total fee.
5. Cancellation within 1 week or non-participation: full fee due.
6. For individual sessions: cancellation or rescheduling within 48 hours incurs the full agreed rate (minimum €120).
7. Non-appearance is charged as a full session.
8. Either party may terminate the agreement if the other materially breaches its obligations and fails to remedy such breach within a reasonable period after notice.
9. Substituting participants is permitted only with prior written consent from the Contractor.
10. The Contractor is not responsible for travel, accommodation, or other third-party costs incurred by the Client or participants due to cancellation or rescheduling.
11. Force majeure (e.g., illness of trainer, extreme weather, strikes, pandemic-related restrictions) may justify postponement or cancellation without liability for damages.

Article 13. Personal Data

1. By entering into an agreement, the Client grants the Contractor permission to process personal data obtained under the agreement. Such data will be used exclusively for the Contractor's internal administration and service delivery.
2. The Contractor processes personal data in accordance with the EU General Data Protection Regulation (GDPR). Clients and participants have the right to access, correct, or delete their personal data upon request.
3. Where the Contractor uses AI-supported tools in providing coaching, training or related services any personal data processed by such tools is handled under a data processing agreement between the Contractor and the tool provider, with the Contractor remaining the data controller. Audio recordings made for this purpose are discarded once transcribed, session data is stored within the EU, and is not used to train the tool provider's AI models. The Client or Participant may request at any time that a specific session not be recorded, or that previously processed data be deleted.

Article 14. Dispute Resolution

1. Dutch law applies to all agreements between the Contractor and the Client.
2. Disputes not within the competence of the subdistrict court shall be submitted to the competent court in the district where the Contractor is established.
3. Before initiating legal proceedings, both parties will first attempt to resolve disputes amicably or through mediation.