

# **General Delivery Terms and Conditions**

## **Business & Creativity Petra Else Jekel**

### **Coaching 2023 and further**

#### *1 Definitions*

a) In these general delivery terms and conditions (General Conditions in short or: "GC") and the contract between Client and Petra Else Jekel the following conditions are in place:

Contractor: Petra Else Jekel;

Student: participant in a training, coaching, guidance program of any sort;

Client: the counterparty in the contract situation in other words the person that signs the application form or offer or that is the legal person behind the verbal agreement made in a mutual sales situation;

Training: synonymous for course, workshop, coaching program, seminar, information gathering, lecture, guidance trajectory, given out by Petra Else Jekel and where Petra Else Jekel takes care of the content and trainer.

Where there is the use of 'he' this can also be read as 'she', when that is applicable.

#### *2 General*

a) These General Delivery Terms and Conditions are applicable on all proposals and agreements, in which Contractor offers or gives out services.

b) These General Delivery Terms and Conditions are also applicable on additional orders and continuations of orders of the Client.

c) When one or more of these provisions in these General Delivery Terms and Conditions are nullified, the other terms and conditions are still fully applicable. Contractor and Client will in that case enter into consultation in order to replace the nullified conditions with new ones, whereby as much as possible the original terms and conditions will be approached in resemblance.

d) Client can apply for participation in a Training in written form, via e-mail or internet.

e) By applying for a Training, Client accepts the General Delivery Terms and Conditions.

f) Contracts between Contractor and Client are legal when a verbal agreement is reached and will be taken into action (only) when they are confirmed in writing by Contractor.

#### *3 Proposals and offers*

a) All offers are open-ended, unless a limit for their applicability is mentioned.

b) Offers made by Contractor are generally applicable for 30 days, unless mentioned differently. Contractor is only limited to the offer if acceptance of it in verbal agreement and/or written agreement is within 30 days from the date of offering, unless mentioned differently.

c) If acceptance is different (in minor aspects) then the offer that is made in the written offer, then Contractor is not bound to take those into action. The contract will in that case not come into existence with these divergent aspects, unless Contractor permits this explicitly.

d) A composed price quotation does not obligate Contractor to execute a certain section of the total offer for a similar pricepoint as has been given out for that section.

e) Proposals and offers are not automatically applicable to future situations.

#### *4 Process of coming to an agreement*

a) Client can apply for participation in a Training by writing, via e-mail or internet.

b) By applying for a Training, Client accepts the General Delivery Terms and Conditions.

c) Agreement between Client and Contractor is legal when a verbal agreement has been reached, but will only then be taken into action, when application is being confirmed by Contractor in writing.

d) Appointments made by or promises from collaborators of Contractor, representatives or assistants contract the Contracting only if and to the extent that they are being confirmed in writing.

#### *5 Execution of the agreement*

a) Contracts being made with Contractor only lead to an effort obligation, not to a result obligation, whereby Contractor is being held accountable for their commitments to the extent of the standards of quality and craftsmanship within the criteria applicable in the moment of honoring the commitment, can be asked from Contractor within reason.

b) Client takes care of providing all necessary information, of which Contractor indicates are of importance for the execution of the agreement, c.q. that are of general understanding that they are vital for functioning in the Contractor-Client situation, within the stated time boundaries. If for the execution of the agreement information is needed, that is asked for but not delivered in the stated time boundaries, Contractor has the right to postpone execution and/or to charge the extra costs that are the result of the delay in delivery of crucial information, following the applicable prices.

c) If the agreement comprise an agreement to execute work in phases, Contractor can suspend the execution of those components that belong to a next phase, until Client has validated certain pieces of information, belonging to that phase, in writing.

d) If third parties hired by Contractor or through Contractor for the benefit of the agreement, are executing work for it on the location of the Client, or on a location that is appointed by Client, Client is responsible for facilitating these third parties within reason and without costs.

e) Client safeguards Contractor from indemnities for eventual claims of third parties, that experience any kind of damage through the execution of the agreement, that are accredited to Contractor.

#### *6 Modifications, annulments*

a) Sales are final when a verbal agreement has been reached and are taken into execution when they are confirmed in writing; except when stated differently deliberately as an option in writing in an agreement between Contractor and Client.

b) When stated differently in the agreement in writing, as an option for cancellation, Client can cancel until one month (30 days) before start of first day of Training. Client can then cancel agreement when cancelation fee of € 30,00 is paid to Contractor. When cancelation is stated as an option in writing in an agreement and Clients cancelation falls between one month (30 days) and two weeks (14 days) before start of the first day of Training, Client will be charged for 50% of the price of the Training. When cancelation is stated as an option in writing in an agreement and Clients cancelation falls in a term that is less then two weeks (14 days) before the start of the first day of Training, Client is due the total sum of the Training offer. In case of foreclosure, Client is allowed to send a replacement.

c) If unforeseen circumstances, among which an inadequate amount of applications contracted for a Training, oversubscription or illness of the trainer/coach/teacher, give rise to a measurement, Contractor is entitled to interrupt a Training, or transpose or cancel.

d) Contractor will inform Client as soon as possible about modifications in training data, respectively new to state data in the case of cancelation. In this case, until 2 weeks (14 days) after

reception of a notification, Client can cancel the agreement without any costs, provided it is being given in writing. When the written cancelation has been submitted within the stated 2 weeks (14 days), Contractor will return the full prepaid sum.

e) If the modification of or the addition to the agreement has qualitative or financial consequences, the Contractor will inform Client about this on the forehand, meaning at the time the modification or addition is being made and send out to inform Client.

f) If a set sum of money has been agreed upon, Contractor will indicate the extend to which there is an exceedance of the agreement as a result of situations present due to earlier articles of 6.

g) In diversion of 6e, Contracting will not charge any extra costs, when the alteration or addition is due to circumstances that are the responsibility of Contractor.

#### *7 Contract duration, execution time*

a) The agreement between Contractor and Client is being made for an unknown time, unless the nature of the agreement gives another logical result or parties involved have stated and agreed upon differently explicitly and in writing.

b) When in a given contract duration for certain execution has been set, then this is never a fatal deadline. After mutual consultation, agreeing parties can decide to stop a running agreement or continue.

c) In the case of a Student not being the Client, Client will inform Contractor when there is an exceedance of execution time by writing.

#### *8 Honorary and fees*

a) Prices as set by Contractor are exclusive of extra costs, and Value Added Tax (VAT), except when stated explicitly in writing. The price for a Training is, except when deviated from deliberately in writing, including costs for training materials, possible usage of tools and educational space where Training takes place.

b) The price that is set on the application form and training description is the applicable Training price, as set by Contractor.

c) Parties set a given honorary or hourly rate in the agreement. The honorary for individual guidance of Clients and for consultancy and other services, is of a height depending on the sort of service that is being asked for. Rates vary between € 200 tot € 500 per session or work unit of 1 hour (60 minutes). This is excluding VAT.

d) If Contractor submits an alternative offer to a Client, differing from the standard, then another fee will be used. This is according to the wishes of the Client.

e) Hourly rates, honorary and fees are being updated to the current level of economic inflation and market conformity. Further, Contractor is entitled to apply mark-ups if between the moment of offering and the moment of delivery, significant increases have taken place in for instance the fees for payments or other elements that press on the costs of Contractor, to be judged by Contractor in applicability.

f) Furthermore, Contractor is entitled to increase the honorary when during the execution of agreed upon work, the original amount of work appears to be significantly more than had been calculated for, or the expected amount of work has been exceeded to such an extend, that it differs clearly from what had been stated in the agreement at the time the agreement had been set, and this is not on the account of Contractor, or it is not what can be expected within reason from Contractor, to be delivered within the set boundaries of the honorary. Contractor will inform Client in that case about the intended rise of the honorary. Contractor will in that case, communicate the date at which the new price point will take-off.

## *9 Billing and payment*

- a) Payment of the price of Training is before start of the first day of the Training, in such a way, that it appears on the state of the bank account, PayPal account, Bitcoin account, another kind of agreed upon financial account or is given in cash to Contractor. Upon subscribing, Client receives the applicable payment method for that offering or of that situation. When the applicable payment is above a certain price range, for certain kinds of offerings, payments to bank account (and to a lesser degree: and/or PayPal and/or Bitcoin) are accompanied with an invoice. In other case, as stated in writing upon application, the confirmation writing will serve as such and no additional invoice will be provided. Payment will proceed by Client without any form of deduction, compensation or postponement irrespectively on which base.
- b) When there is specific condition set, Client will pay within 8 days after billing date. Payment is taking place without settlements or postponements irrespectively on which base, except for when in an arbitral or judicial settlement applies that Contractor a deductible counter-claim or a legal ground for postponement.
- c) If Client did not send the payments due on the day on due date, he will be automatically in default without any further notice needed. The payments made by Client in this case, always in the first place will cover the rent and costs of the being in default; in the second place cover the claimable bills that are due the longest in time, even when Client mentions it is meant for a bill of a later date.
- d) If Client did not pay due payments within the set timeframe, Client will, without having to need to receive any notification of being in default, pay rent over the due payment at the height of what is legally set in the country the agreement originates from (The Netherlands). If Client, after being in default, remains in reluctance to pay the amount due, the claim can be given to a third party to be handled further, in which case Client also will be charged with the costs of that third party, as well as costs of all legalities that will apply in this situation, of whichever kind, with the height of the first mentioned costs being set at 15% of the total amount due with a minimum of € 100,00 (one hundred Euro).
- e) If Client doesn't pay the amounts of money due within the set timing, or cannot prove the bank deposit had been made, then Contractor has the right to deny the Student access to the Training, irrespectively of the commitment of Client to submit the due payments to the Contractor.
- f) In the case of longer commitments in time in an agreed upon Training, sometimes the option will be available to pay in monthly installments, when this is stated in writing; this opportunity is only set by Contractor. In this case, if the monthly payment arrangement is in force, this means that it has to be paid in advance for each month. The payment is being made in the way that has been confirmed for Client in their written confirmation communication.
- g) If a Client or Student is not capable of attending a planned session of the Training, Contractor can decide to let the Client pay that session.

## *10 Intellectual and industrial property*

- a) All rights of the intellectual and industrial property, on all tools, (IT) programs, training material and/or documentation, that are being applicable in the Training, fall to the Contractor.
- b) Client or Student will not publish or reveal in any way, the tools, (IT) programs, training material and/or documentation, nor will he distribute them in any, shape or form, other then for the educational use it has been made and shared for, without explicit, foregoing and written permission of Contractor.

c) Making of audio and/or video of a Training is only allowed after consultation and for private and individual educational usage. The training material is only meant for the personal usage of the Client and/or Student.

#### 11 *Disputes, complaints*

- a) A complaint can relate to the quality of a service given or to the violation of an ethical code.
- b) Complaints about services given need to be reported within 8 days after discovery of them and at the very last 14 days after the execution of related work, in writing to the Contractor. The notice of default needs to be as detailed as possible, so that Contractor is able to react appropriately.
- c) Client and/or Student will get a written acknowledgement of receipt within 8 days and at the most 14 days after the notice of default.
- d) If a notice of default is grounded, Contractor will still execute the agreed upon work or service, provided this now is not superfluous in the eyes of the Client and/or Student and they relay evidence of that. Last situation has to be confirmed in a written manner to Contractor.
- e) If the work and/or services that are still taking place within the agreement set, is not meaningful or possible anymore, the Contractor will only be liable within the borders of article 12.

#### 12 *Liability of the Contractor*

- a) Contractor excludes any and all responsibility in case of not correctly, incomplete or not timely deliverance of the information in the Training. On no account Contractor is responsible for any damage, of whichever nature, that is a directly or indirectly the result of actions and/or decisions (partly) based on the information taught in or through the Training, other then the case of blatant and premeditated faultiness of the Contractor.
- b) Contractor is never responsible for indirect damage such as consequential damage, lost profits, missed savings and damage by stagnation of business processes and procedures.
- c) Contractor is not liable for damage that is the result of destruction, postponement, indistinctness and/or other default that are caused by using the Internet or any other means of delivering messages, as a means of communication between Contractor and Client/Student, unless the case of blatant and premeditated faultiness of the Contractor.
- d) Contractor will not be kept to pay damage when the circumstances of article 7c are into play.
- e) Contractor is not liable for damage of whichever nature, caused by basing the work on information being given by Client and/or Student that was faulty after all, unless this faultiness had been caused by Contractor.

#### 13 *Returning policy for goods and other Training materials used*

- a) If Contractor has lend out some goods and/or training materials for educational usage by Client and/or Student, then Client is due the returning of those goods and materials within 14 days in the original state, without any damage, after the Training. If Client and/or Student is not able to fulfill this obligation, then all resulting costs are for the account of the Client.
- b) If Client, for whatever reason, after having received a reminder, is not able to give the goods and/or material back within the under a mentioned obligation, Contractor has the right to claim all damage and costs of that, among which the costs of replacement, from the Client.

#### 14 *Indemnity*

- a) Client indemnates Contractor of any and all claims of third parties in regards to (copy-) rights and intellectual or industrial property on the materials provided for the Contractor to use within the set services to perform.

b) If Client provides Contractor with information carriers, electronic files, or software and so forth, he guarantees that this material is free of viruses and defects.

#### 15 *Force majeure*

- a) Parties are not bound to fulfill their obligations of any kind, when that is due to a circumstance that is not within their reach to have power over and that is not by law enforced.
- b) Force Majeur is within the definition of the General Delivery Terms and Conditions, besides what the law of the country the offer originates from (The Netherlands) has set under this definition, all outside influences that are being foreseen or not foreseen that are outside the reach of control of the Contractor and that prevent the Contractor from fulfilling his obligations. Strikes in the company of the Contractor are within that definition.
- c) Contractor has the right to call on force majeure, when circumstances that prevent from further fulfillment of obligations, are starting to commence after Contractor had been on the task of fulfilling his agreed upon obligations.
- d) Parties can postpone execution of work during the time of force majeure to afterwards. If this period takes longer than 2 months all parties are entitled to stop the agreement and separate without the consequence being to pay damage to the other party.
- e) In so far Contractor already had executed the work that had been agreed upon, at the time of force majeure or still can execute during or after force majeure, and the part of fulfilled obligations has a value in itself, Contractor is entitled to invoice the fulfilled part of the obligation and/or the to be fulfilled part. Client is obligated to pay this invoice as a separate agreement.

#### 16 *Confidentiality*

- a) Both parties are bound to confidentiality regarding all confidential material that is being shared within the work as stated in the agreement, that comes from themselves as the source or that is acquired in another way. Information is defined as confidential when it is marked as confidential by the other party or when this is clear from the nature of the information itself. Contractor makes sure that the information will not leak outside of the co-creation in any way, shape or form and is responsible for obligated to make sure this confidentiality is being honored by staff members.
- b) If, for legal reasons or ordered by a judge, Contractor is obligated to hand over confidential information to a third party, and Contractor cannot call in the right of clearance of this obligation, then the Contractor will not be held responsible for consequences or presented a claim of any sort, nor is the counterparty in the right to end the contract or agreement made.

#### 17 *Personal data*

- a) Information shared between Contractor and Client/Student within the borders of the agreement are personal data in the sense of the Dutch Law of Personal Data (Wet Bescherming Persoonsgegevens WBP) respectively the Law Structure Execution and Income (Wet Structuur Uitvoering en Inkomen SUWI) and will be treated by both parties as such.
- b) Through accepting the agreement between Contractor and Client, Contractor gains the right to store and automate the personal data digitally that is acquired in regards to the agreement. These personal data are only used for the goal set by the agreement.
- c) If this is enclosed within the agreement, Contractor will hand over all information that traces back to the person of the Client and/or Student over to Client again when the agreement ends. Normally, all data that tracks back to the person of the Client and/or Student will be annihilated after 2 years after having ended the agreement, provided this doesn't go against legal obligations to store certain information.

### *18 Applicable law and disputes*

- a) When Client/Student and Contractor for whatever reason are not prepared to or capable of solving a dispute then that dispute will be brought to a judge for review. This will be the subdistrict court of the location of Contractor. Costs for solving the dispute by the subdistrict court will be divided evenly among parties.
- b) On all agreements between Contractor and Client, Dutch Law is enforced.

### *19 Alteration, explanation and storage of the GC*

- a) These conditions can be requested to be send to you at the address of Petra Else Jekel in Arnhem, The Netherlands.
- b) In the case of explanation of the consequences of these GC, the Dutch original text of it, is always determinative. The latest deposited version of the GC is always applicable c.q. the version enforced during the time of the agreement.

### *Petra Else Jekel / Business & Creativity*

Kersenplukkerserf 24 6846 AX Arnhem, The Netherlands  
petra@businesscreativity.nl Businesscreativity.nl  
0031 (0)6 478 379 25

Business: KvK 09187509 / NL001853195B80  
Pay Online: [Paypal.me/PetraElseJekel](https://www.paypal.com/payto/PetraElseJekel)  
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