

General Terms and Conditions

Article 1 Definitions and Terms

1. **Navigating your path:** registered with the Chamber of Commerce with number 98008826, Navigating your path provides mentoring, training, and coaching services.
2. **Services:** all services provided by Navigating your path to the client, including coaching, mentoring, and training, all in the broadest sense of the word, as well as all other work performed for the client, whatever the type of work, within the framework of an assignment, including work not performed at the explicit request of the client.
3. **Client:** the person or entity, or their legal successor(s), who has commissioned Navigating your path to provide its services. Unless explicitly agreed otherwise in writing with Navigating your path, the client is the person with whom has been agreed that he/she pays for the assignment.
4. **Client/coachee:** the person or persons for whom Navigating your path provides its services. The client and the coachee may or may not be the same.
5. **Assignment Fee:** the total agreed-upon fee of the assignment, as described in the signed order confirmation or the quotation approved by the client. In the case of individual coaching, this is the amount per session.

Article 2 Applicability of these General Terms and Conditions

1. These General Terms and Conditions apply to all offers, quotations, assignments, and work performed by, and agreements concluded with, Navigating your path.
2. These terms and conditions also apply to assignments with Navigating your path involving third parties.
3. If one or more of the provisions in these General Terms and Conditions are invalid, the remaining provisions of these General Terms and Conditions will remain in effect. In that case, the parties will consult with each other to agree on replacement provisions, based as much as possible on the purpose and intent of the original provision.
4. Any purchasing or other general terms and conditions of the client will not apply unless they have been explicitly accepted in writing by Navigating your path.
5. Navigating your path reserves the right to amend or modify these General Terms and Conditions in the future.

Article 3 Quotations, Setting of the Agreement

1. All offers and price quotes (quotations) from Navigating your path are based on the information provided to it by a (future) client. The client must guarantee that they have provided Navigating your path with all relevant information for preparing the quotation and for the design and execution of the assignment.
2. All offers and price quotes (quotations) from Navigating your path are non-binding and are valid for 30 days from the date of issue. They can be revoked by Navigating your path at any time up to the moment of acceptance.
3. The agreement is concluded upon written acceptance or email acceptance by the client of the quotation or—if no quotation has been submitted—through written (including email) confirmation from Navigating your path of an assignment placed by the client. In the case of individual coaching, verbal confirmation of the fee per session from the client/coachee during the introductory meeting is sufficient.
4. The absence of written approval of the quote or agreement issued by Navigating your path does not affect that the client has commissioned Navigating your path, in accordance with the terms of the quote, when and as soon as Navigating your path has commenced the actual provision of services.
5. A detailed quotation does not obligate Navigating your path to perform part of the assignment for a corresponding portion of the quoted price.
6. Offers and quotes do not automatically apply to future assignments, unless explicitly stated otherwise.

Article 4 Invoicing and Payment Terms

1. Navigating your path's fee and the costs charged to the client by Navigating your path will always be invoiced to the client by means of a digital invoice. At Navigating your path's discretion, the entire amount of the assignment or a portion thereof can be invoiced as an advance payment.
2. Payment by the client must always be made within 14 days of the invoice date, unless otherwise stated in the quotation or on the invoice.
3. After this due date, the client is in default and owes Navigating your path statutory interest on the invoice amount, without any notice of default being required. If payment is not received, Navigating your path may unilaterally suspend the (further) execution of the assignment, without Navigating your path being liable for damages to the client. Furthermore, in that case, Navigating your path is entitled to unilaterally terminate the agreement.

4. If the client is in default and/or breach of (timely) fulfilment of one or more of their obligations, the following applies:
 - a. Insofar as the client was not acting in the exercise of a profession or business, Navigating your path is entitled to an amount equal to the legally permitted maximum compensation for extrajudicial collection costs. The collection costs are calculated in accordance with the Decree on Compensation for Extrajudicial Collection Costs.
 - b. Insofar as the client was acting in the exercise of a profession or business, Navigating your path is entitled to reimbursement of the extrajudicial (collection) costs. The costs are hereby set at an amount equal to 15% of the outstanding principal amount, with a minimum of €75 for each partially or fully unpaid invoice.
5. Navigating your path is authorized to suspend the fulfilment of its obligations if the client fails to fulfil its payment obligations under the agreement, or fails to do so in full, until the client has fulfilled its payment obligations.
6. For agreed periodic payments, payment is required before the due date on the (partial) invoice. If the client defaults on payment of the partial invoice, Navigating your path is entitled to claim the full amount of the assignment.
7. Payment in instalments is only possible after approval and confirmation from Navigating your path.

Article 5 Duration of the Agreement

1. The duration of the agreement depends on the type of service and is agreed upon in advance as much as possible or estimated in the order confirmation.
2. After the assignment has expired, no claim can be made for any components of the assignment that have not yet been included, such as coaching hours and teaching materials in any form whatsoever.

Article 6 Execution of Assignments, Confidentiality

1. Navigating your path has a best-efforts obligation based on the agreement concluded with the client, and not an obligation to achieve results.
2. Navigating your path is obligated to fulfil the assignment and its obligations as can be expected according to standards of care and professionalism – according to current standards.
3. In the case of coaching, Navigating your path will comply with the guidelines and code of conduct of the International Coach Federation to the best of its knowledge and ability.

4. Navigating your path and the client will treat all information provided by the other party as strictly confidential. Information is considered confidential if the other party has communicated this and/or if this follows from the nature of the information.
5. Navigating your path reserves the right to involve third parties in the execution of an assignment, without prejudice to Navigating your path's responsibility for the confidential treatment and proper execution of the assignment.
6. The client shall ensure that all data that Navigating your path indicates is necessary, or that the client reasonably should understand is necessary for the execution of the agreement, is provided to Navigating your path in a timely manner. If data required for the execution of the agreement is not provided to Navigating your path in a timely manner, Navigating your path reserves the right to suspend the execution of the agreement and/or charge the client for the additional costs resulting from the delay at the usual rates.
7. Navigating your path is not liable for damages of any nature whatsoever resulting from Navigating your path's use of incorrect and/or incomplete data provided by the client, unless Navigating your path should have been aware of this inaccuracy or incompleteness.
8. The client guarantees that the number of participants agreed upon in the assignment will actually participate in the services agreed upon with Navigating your path. If the agreed number does not ultimately participate, the client is nevertheless liable to pay Navigating your path the full assignment amount as stated in the quotation.

Article 7 Amendments and Cancellation of Assignments

1. If, during the execution of the agreement, it becomes apparent that proper execution requires changes or additions to the work to be performed, the parties will attempt to amend the agreement in a timely manner and in consultation.
2. If the parties agree to amend or supplement the agreement, the completion date for the fulfilment of the assignment may be affected. Navigating your path will inform the client of this as soon as possible.
3. If changes or additions to the agreement have financial and/or qualitative consequences, Navigating your path will inform the client in advance. An amended agreement will only be concluded if agreement has also been reached on the financial consequences. If no agreement is reached on the amendment of the agreement, the original assignment fee remains payable.

Article 8 Cancellation and Termination

1. In the case of a coaching program and other forms of developmental guidance, including but not limited to training courses and workshops, the following applies:
 - a. Navigating your path reserves the right, stating reasons, to cancel or reschedule a coaching program or other forms of developmental guidance, or to refuse participation by a client or the coachee designated by the client, in which cases the client is entitled to a refund of the full amount paid to Navigating your path.
 - b. The client has the right to cancel participation in or the assignment for a training, mentoring or coaching program, or other service from Navigating your path. The following applies:
 - i. Cancellation by the client is free of charge up to 4 weeks before the start of the participation or assignment.
 - ii. In the event of cancellation between 4 weeks and 1 week before the start of the participation or assignment, Navigating your path is entitled to charge 50% of the due amount.
 - iii. In the event of cancellation within 1 week before the start of the participation or assignment, the client is obligated to pay the total amount.
 - iv. If the client does not cancel, the client is obligated to pay the total amount.
 - c. If the client or the coachee designated by the client terminates participation prematurely after the start of the coaching program and other forms of developmental guidance, or otherwise does not participate, the client is not entitled to any refund, unless the special circumstances of the case, in the opinion of Navigating your path, warrant otherwise.
2. An individual mentor or coaching session can be cancelled or rescheduled free of charge up to 24 hours before the start of the session. In the event of cancellation or rescheduling within 24 hours, Navigating your path is entitled to charge 50% of the agreed-upon fee for the session. If the client or the designated coachee does not appear for the scheduled session, 100% will be charged.
3. In the event of an assignment and services provided or to be provided by Navigating your path other than those referred to in Articles 8.1 and 8.2, including but not limited to advice and management, the following applies:

- a. The parties may unilaterally terminate the agreement prematurely if one party believes that the assignment can no longer be performed in accordance with the assignment and any subsequent additional assignment specifications. This must be communicated to the other party in writing, with reasons.
 - b. Termination is only possible with a notice period of one calendar month, with notice of termination taking place by the last day of the current month.
 - c. If the client prematurely terminates a fixed-term agreement, Navigating your path is entitled to compensation for the resulting and demonstrable loss of occupancy, based on the average monthly invoice amount up to that point.
4. If one of the parties essentially fails to fulfil its obligations and, after being explicitly notified of this by the other party, fails to fulfil this obligation within a reasonable period, the other party is entitled to terminate the agreement without the terminating party owing any compensation to the defaulting party. Services provided up to the termination date will be paid for in the agreed manner.

Article 9 Liability

1. Navigating your path accepts no liability whatsoever for any form of damage arising from or in connection with services provided by it, unless the client demonstrates that the damage was caused by intent or gross negligence on the part of Navigating your path.
2. Liability for attributable failure on the part of Navigating your path is limited to the invoice value of the assignment, or at least that portion of the assignment to which the liability relates, including VAT.
3. Notwithstanding the provisions of paragraph 2 of this article, liability is further limited for assignments with a duration of more than four months, up to the due invoice amount for the last three months.
4. The assessment of whether Navigating your path's services entail specific risks of personal injury or other physical or mental harm remains entirely at the client's expense and risk. Nevertheless, Navigating your path will refer a client to third parties if it believes there is a need to do so and Navigating your path does not possess the necessary expertise. However, failure by Navigating your path to refer the client to third parties (in a timely manner) can never lead to liability on the part of Navigating your path. The consequences of a referral for the agreement between the parties will be determined in consultation.

5. Any liability of Navigating your path for business interruption or other indirect or consequential damages of any nature whatsoever is explicitly excluded.

Article 10 Force Majeure

1. In these General Terms and Conditions, force majeure is defined as, in addition to its definition in law and case law, all external causes, whether foreseen or unforeseen, beyond Navigating your path's control, but which prevent Navigating your path from fulfilling its obligations. This includes, but is not limited to: accident, illness, fire, government measures, and transport restrictions.
2. During the force majeure, Navigating your path's obligations are suspended. If the period during which Navigating your path is unable to fulfil its obligations due to force majeure exceeds two months, both parties are entitled to terminate the agreement without any obligation to pay damages.
3. If, upon the commencement of the force majeure, Navigating your path has partially fulfilled its agreed obligations, or can only partially fulfil these obligations, Navigating your path reserves the right to invoice for work already performed, and the client is obligated to pay this invoice.

Article 11 Intellectual Property

1. Navigating your path is and remains the owner of the copyright, ownership, patent, trademark, model, trade name, and/or other intellectual property rights to the services or documents provided by Navigating your path in the performance of the agreement, such as (but not limited to) produced texts, exercises, programs, models, teaching materials, and other materials or documents of any nature whatsoever, unless expressly agreed otherwise in writing.
2. The client may use the (tangible) carriers of the rights referred to in paragraph 1 solely for the purpose for which they were provided to the client, may not reproduce them, and may not alter or remove copyright, trademark, model, trade name, or other designations.
3. Navigating your path reserves the right to use knowledge and/or information acquired during the performance of the work for other purposes, provided that no confidential information is disclosed to third parties.

Article 12 Personal Data

1. By entering into an agreement, the client grants Navigating your path permission to use and, where necessary, process the client's personal data.
2. Navigating your path uses the personal data solely for its own activities.

3. Navigating your path is obligated to comply with the provisions of the General Data Protection Regulation. Navigating your path has drawn up a privacy statement for this purpose.

Article 13 Applicable Law

1. Dutch law applies to all agreements between Navigating your path and the client.
2. Disputes will be submitted to the competent court of the district in which Navigating your path is established.

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