

Terms and Conditions Carla Peeters | GOOD CARE FEELS BETTER

Article 1 Definitions

The buyer / customer: the party entering into an agreement with Carla Peeters and / or the person who requests an offer from Carla Peeters and to whom they sent a quotation.

Agreement: The binding agreement between Carla Peeters and the buyer / customer in any form, as well as change (s) and supplement (s) thereto, and any supplement that is placed under the agreement.

Article 2 Application

These conditions apply to all offers, supply of materials and goods, and quotations, contracts and activities of Carla Peeters to the buyer / customer. Deviations from these conditions only apply if agreed in writing.

Article 3 Offers and quotes

All offers of Carla Peeters are not binding unless a response time is included in the quotation. Verbal offers are not binding unless they are subsequently confirmed in writing.

All work carried out by Carla Peeters is delivered with the utmost care. Should any unexpected deviations occur then they are in no way bound by Carla Peeters.

Article 4 The agreement

An agreement between the customer / buyer is binding if agreed in writing with Carla Peeters.

If the client / customer refers to more than one (legal) person, these all are jointly and severally liable for the fulfilment of the agreement. Should the agreement be entered into with a third party, this third party guarantees that the customer / buyer has accepted these terms as if they were the customer / buyer.

Carla Peeters is entitled to engage third parties for its work.

The customer / buyer may not transfer any work or obligations under the agreement to third parties.

Carla Peeters is entitled to reject a request to an agreement in whole or in part for its own reasons, or to suspend the implementation of on-going operations.

The customer / buyer cannot rely on the agreement if prior to or during the execution of the agreement information reported by the customer / buyer is inaccurate or incomplete. Carla Peeters is entitled to ask for damages or to charge a higher price to the customer / buyer is obliged to pay.

Article 5 Content change and cancellation

Agreements are entered into for an indefinite period unless otherwise agreed in writing.

The customer / buyer bears the risk of misunderstanding about the agreement if the customer / buyer does not, not properly or not communicating in a timely manner

The customer / buyer cannot derive any rights from advice made by Carla Peeters not related to the agreement. Whole or partial amendment of the agreement is only possible when Carla Peeters thus agrees in writing. If the whole or partial agreement leads to extra costs, they are passed on to the customer / buyer.

The customer / buyer is not entitled to cancel the agreement in whole or partially unless the treating physician agrees.

If during the execution of the agreement it turns out that an amendment to the agreement is necessary, Carla Peeters will inform the customer / buyer about this. Thereafter, the contract will be changed. Carla Peeters can never be held to pay damages to the customer / buyer by such a change.

Prices and price changes

The parties agree in the contract a fixed fee per hour and costs of screening in euros. The amounts exclude 21% VAT. The actual hours will be charged.

Carla Peeters is entitled to pass on extra costs, which are not formally included in the contract to the client / customer separately if this has been discussed with client / customer and if making these costs is necessary for the execution of the agreement.

Carla Peeters is entitled to increase prices in line with the annual indexation.

Terms of payment

Declarations and payment

Carla Peeters sends an invoice once a month with the costs of the services provided by her as agreed in the contract. The payment of invoices is 14 days after the invoice date. Traveling expenses within the Netherlands will not be charged.

Only payment to the Contractor frees the customer / client of the duty to pay. If the customer / client has not paid the invoice within the period mentioned above, it is obliged to pay statutory interest on the outstanding amount. In that case, the contractor is also entitled to suspend its activities

Cancellation

In case of cancellation of an agreed contract or part of a contract, the time that has already been committed for the implementation of the contract in the first four weeks after the cancellation date will be charged. From the time that has already been committed for the implementation of the contract from the fourth week until the ninth week after the cancellation date will be 75% charged. From time has already been advised from the ninth week until the thirteenth week 20% is charged.

Any costs for rent of accommodation are in this case borne by the contractor.

Appointments that are cancelled within 48 hours before the time of the appointment will be charged in the framework of the agreement.

Supply and (interim) termination

Deadlines

The delivery periods specified by Carla Peeters are kept as good as possible. If it appears there are circumstances other than were known at the conclusion of the agreement an adjustment the delivery time can be made.

Just customizing the delivery time is not recognized as default on the part of Carla Peeters.

In case of late delivery the customer / buyer must put Carla Peeters to be in default in writing. This period may not be less than one month. Within this period, Carla Peeters is not liable for damages for default.

Odds

Circumstances beyond the will and control of Carla Peeters that make it no longer possible to compliance with contract will be seen as Force Majeure and will fire Carla Peeters of obligations to fulfil the contract. The customer / buyer cannot claim compensation. Carla Peeters is thereby entitled to the payment of invoices for work done so far, in which the customer / client work performed until then will be made available. To the extent that this entails additional costs, these are taken into account. In the event either party goes into a state of bankruptcy or suspension of payments or discontinuing operations, the other party has the right to terminate the contract without ending observance of a notice period and any other subject of rights.

(Interim) termination

The parties may terminate the agreement unilaterally if one of them considers that the agreement can no longer take place in accordance with the signed agreement and any subsequent adjustments.

If premature termination shall be made by the customer / buyer, Carla Peeters has the right to compensation, for which the average monthly invoice amount until then is used as a starting point.

Carla Peeters may use her right to early termination.

Intellectual property

Property

Models, tools including software and specific substantive expertise that are used for the execution of the contract, the advice or in reports remain the property of Carla Peeters. Publication or transmission of specific content knowledge, reports, and reports to third parties may only occur after written permission of Carla Peeters. If the customer is an organization, the organization has the right to multiply reports for a department, sector or across the entire organization for use within their own organization as appropriate within the purpose of the assignment.

Safeguard

Carla Peeters compensates the client for third-party claims of alleged infringements relating to intellectual property rights to the extent that the infringement related to or resulting from involvement of Carla Peeters.

Copyright

The reports produced by Carla Peeters for organization are copyrighted. Unless agreed otherwise, multiplication by the client, its employees or by participants is prohibited.

Confidentiality

Privacy

1. Carla Peeters ensures that provisions are made to ensure the privacy of the customer throughout the contract and after 5 years of terminating the agreement.
2. During the contract Carla Peeters holds a personal file.
3. The customer can always see, rectify and delete the data from its personal file. Carla Peeters may change adaptations of the personal file if substantiated.
4. Upon request, the customer receives a digital copy of the personal file.
5. Carla Peeters does not disclose any information to third parties from the personal file without written consent of the customer.

Third parties do not include employees of Carla Peeters as far as it required for the job.
Legal representative of the client to the extent that access to information is necessary

Professional code / code of conduct

Clients and customers may not misuse information provided during the coaching process for internal promotions, reviews etc. Information is only given to third parties if the participant is aware, and his or her explicit consent is given. In violation of this code a € 250 / day will be charged for as long as the violation continues.

Advertising statements

Carla Peeters will not communicate in advertising statements about results of any business unless it is agreed with the client. The customer agrees that its name can be mentioned in brochures, newsletter and / or advertisements and interviews.

Liability

Carla Peeters is liable for shortcomings in the performance of the contract, insofar as these are the result of the failure to comply with the care, skill and professionalism that may be expected under the contract in question and are covered by its insurance.

Carla Peeters cannot be held liable for the choice of a customer / buyer to terminate treatment or medication requirements by an attending physician. The liability for the damage caused by the shortcomings is limited to the amount of the fee that Carla Peeters has received for its work under the contract. For contracts with a longer duration than six months a further limitation of liability is here to the maximum claim amount referred over the last 6 months.

Any claims by the client in this sense must be within one year of discovering the damage and termination of the contract, failing which the client forfeits the right to the claim.

Carla Peeters is not liable for the actions of hired experts.

Client / customer indemnifies Carla Peeters all liability by a defect in a product supplied by a third party to the customer / buyer.

Return of things

After termination of the agreement, the customer / buyer has to return any loaned things and/or make them available for Carla Peeters again. By default immediately and without further notice of default a payable fine of € 250 / day will be charged.

Applicable law

This agreement shall be exclusively governed by Dutch law.

Dispute

All disputes arising from agreements to which these conditions apply, or from further agreements resulting therefrom, the implementation will be settled provided by the competent court in the district where the client / customer has his business / residence.

Modification and explanation conditions

These conditions are filed with the Chamber of Commerce.

These terms and conditions may be amended or modified.

Modified or amended terms and conditions come into force 21 days after publication, depositing with the Chamber of Commerce