Van der Krol
COACHING

GENERAL TERMS

Coaching

For private and business clients · in person or online

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ARTICLE 1 Definitions

- **Van der Krol Coaching**: the business of Marjolein van der Krol, based in Hilversum, Chamber of Commerce 99363682, also “I”.
- **Client**: whoever receives Coaching, also “you”. **Commissioning party**: whoever books and pays for the Coaching. That can be you, or for example your employer.
- **Website**: vanderkrolcoaching.com.
- **Coaching**: the one-to-one coaching I give, in person or online: a free Discovery call, single Sessions or the Programme (Het Traject, a series of Sessions). The form, number of Sessions, Session length, duration, place and price are shown on the Website at the time of booking, unless we agree otherwise In writing.
- **In writing**: by email or other electronic message.

ARTICLE 2 Scope and agreement

- These terms apply to all Coaching, for private and business Commissioning parties. The Client is 18 or older. Separate terms apply to trainings, workshops and talks. Deviations only apply if we agree them In writing.
- The Discovery call is free and non-binding for both of us. If Coaching doesn’t fit you, or doesn’t fit me, I’ll say so honestly.
- An agreement is formed as soon as I confirm your booking In writing. What we agree follows the Website at the time of booking. For business Coaching we record it In writing in advance. The description of the Programme is a guideline, not a fixed format: I tailor the Sessions to you.
- If the Commissioning party is not the Client, the arrangements in Article 10 apply too.

ARTICLE 3

Nature of the Coaching

- Coaching is not therapy, not medical or psychological treatment, not diagnosis or trauma processing and not crisis support. If you need urgent help, contact your GP or the out-of-hours GP, or call 112.
- I use my knowledge and experience with care, but the effect also depends on you. I can't guarantee a result (best-efforts obligation). You remain responsible for your own choices and you declare that you are physically and mentally able to take part. I don't assess that for you.
- Do you have complaints, are you in treatment, or are you unsure whether Coaching suits you? Tell me in the Discovery call and talk to your GP or practitioner. I may refuse or end Coaching and refer you on.
- My methods and tools, such as body-oriented exercises, are meant to give insight. They are not scientifically proven, make no predictions and give no medical, psychological, legal or financial advice.

ARTICLE 4

Delivery

- Sessions are in person or online by video call, agreed per Session. The Discovery call is online. Coaching is in Dutch or English, as agreed.
- All times are **Amsterdam time**. If you book from another time zone, you check yourself that the Session is in your calendar at the right time.
- **Online:** make sure you have a good internet connection, a device with camera and sound, and a quiet, private place. If there is a technical failure we find a solution together and, if needed, reschedule the Session free of charge. **In person:** if you arrive late, the Session ends at the planned time.
- **No recordings.** Audio and video recordings of Sessions are not allowed, unless we agree them In writing in advance. This applies both ways. Screenshots and note-taking or transcription tools, such as AI note-takers, are included.
- Body work is done without touch. You do exercises, including any in which you move around, at your own risk, at your own pace and within your own limits, in a safe space without obstacles. You may always stop. Tell me in advance about physical limitations, pregnancy or injuries.
- I may end a Session in case of inappropriate behaviour or if you are under the influence. The Session then remains at your expense.
- **The Programme:** the tools, exercises and material are for you only. If the Programme includes contact between Sessions, for example by WhatsApp, it is for short questions. I reply in principle within 2 working days. It does not replace a Session, is not a crisis line and is not meant for sensitive information.

ARTICLE 5

Price and payment

- The Website shows the prices for private Coaching, including VAT. I always state and charge rates for business Coaching **excluding VAT**: VAT is added on top. Business Coaching is priced on request, recorded In writing in advance. The price at the time of booking stays valid.
- **You pay in advance.** A Session only takes place once payment has been received. You receive a payment link and an invoice by email. You pay a single Session within 7 days of my confirmation and at the latest 3 days before the Session. If you book within 3 days before the Session, you pay immediately when you book.
- You pay the Programme in one go, at the latest 3 days before the first Session. Paying in two instalments is possible: the first half at the latest 3 days before the first Session and the second half at the latest 3 days before the Session with which the second half of the Sessions begins. If the second instalment hasn't been paid by then, I pause the Programme until I have received payment. The duration under Article 7 keeps running.
- If you choose the Programme within 3 months of a single Session, I deduct the cost of that Session from the Programme price.
- A business Commissioning party receives the invoice in advance and pays within 14 days, and in any case at the latest 3 days before the first Session, unless we agree otherwise In writing.
- Preparation, notes and administration are included in the price of a Session. Extra Sessions outside the Programme are booked separately, at the rate of a single Session.
- Sessions in the evening, at the weekend or at a location other than the one shown on the Website or in my confirmation are only possible in consultation. A surcharge applies to them, in addition to any travel costs. We agree the surcharge and travel costs in advance and record them In writing. For business Coaching they are in the quotation, excluding VAT.
- If you don't pay on time, I'll send a reminder and the Session does not take place. A private Commissioning party first gets a final reminder with a payment period of 14 days, after which I may charge statutory interest and collection costs. For a business Commissioning party the late-payment rules apply as in Article 7 of the General Terms for Trainings, Talks & Workshops.

ARTICLE 6

Cancelling and rescheduling

- Up to **36 hours** before a Session starts you can reschedule it free of charge or, for a single Session, cancel it. If you cancel, you get the amount you paid back. Tell me by email or WhatsApp. Rescheduling means we agree a new date straight away, within 4 weeks. If that doesn't work, it counts as cancelling.
- If you reschedule **within 36 hours** before it starts, you pay **50%** of the Session rate extra, on top of what you already paid, at the latest before the new Session. If you cancel a single Session within 36 hours, I keep 50% of the amount and you get the rest back.
- If you don't show up without notice, the full price of the Session is due and the Session lapses. In the Programme it then counts as held.
- In the Programme you can reschedule Sessions but not cancel them, because you chose the whole Programme (Article 7).
- In special circumstances, such as illness, I may make an exception. If I'm ill or there is force majeure, I reschedule the Session free of charge. If the new date doesn't work for you, you get a refund for the Sessions not delivered.

ARTICLE 7

The Programme: duration and ending

- You follow the Programme within the duration shown on the Website at the time of your booking and use all Sessions in any case within 6 months of the first Session, unless we agree otherwise In writing. Sessions not used lapse after that period.
- **The Programme is a complete programme.** You choose the whole Programme and pay the full amount, also if you pay in instalments. A business Commissioning party cannot end the Programme early and Sessions not used are not refunded. In serious circumstances, such as long-term illness, I will look with you at what is reasonable.
- **As a consumer** you can end the Programme at any time, by email. You then pay for the Sessions held and for Sessions for which a fee is due under Article 6, at the rate of a single Session. If you paid more, you get the difference back. If you paid less, you pay the difference.
- If I end the Programme because Coaching no longer suits you, you get back what you paid for Sessions not held. If I end it because of inappropriate behaviour or non-payment, you pay for the Sessions held and the Sessions for which a fee is due under Article 6.

ARTICLE 8

Right of withdrawal (consumers only)

- As a consumer you may withdraw from the agreement within 14 days of your booking, without giving a reason. The Discovery call is free and falls outside this. Report a withdrawal by email to info@vanderkrolcoaching.com.
- If the Coaching starts within those 14 days, by accepting these terms you **expressly** ask me to start within that period. You acknowledge that you lose your right of withdrawal once the Coaching has been fully delivered. If you withdraw after the start, you pay for the part already delivered, at the rate of a single Session.

ARTICLE 9

Confidentiality and data

- What you confide in me, I treat confidentially. I share none of it with others without your permission, unless the law obliges me to, or unless there is no other way to get help in case of acute danger.
- I only record personal data that is needed for the guidance. Where I need to record health data, I first ask separately for your explicit consent. I keep notes for 2 years after the last Session and then delete them. I keep invoices longer, because the law requires it.
- The privacy statement explains which data I process, why, for how long and which rights you have, such as access, correction and deletion.

ARTICLE 10

Coaching commissioned by an organisation

- If an employer or other organisation books or pays for Coaching for a Client, the arrangements on payment, cancelling and rescheduling in these terms apply to the Commissioning party, unless we agree otherwise In writing.
- The content of the Coaching stays between the Client and me. Without the Client's permission I share nothing with the Commissioning party, other than that the Sessions took place and what is needed for the invoice. If the Commissioning party wants feedback, we agree with the Client in advance what I share.

ARTICLE 11

Liability

- I am only liable for damage that is the direct result of an attributable failure, up to a maximum of the amount paid for the Coaching. I am not liable for indirect damage, such as consequential damage or lost profit, nor for decisions you take as a result of the Coaching.
- You take part in the Coaching and in exercises at your own risk. I am not liable for physical injury, psychological complaints or other damage to health connected with the Coaching or with exercises, for example if you trip or fall during an exercise, as far as the law allows.
- The above does not apply in cases of intent or deliberate recklessness, or where the law mandatorily provides otherwise.

ARTICLE 12

Other

- **Materials:** tools, exercises, theory and the structure of the Sessions remain my property and are for your personal use only. You don't copy, sell or share them.
- **Complaints:** report them to me by email as soon as possible, at the latest within 30 days. I'll respond with substance within 14 days. We first try to resolve it together.
- **Law:** Dutch law applies. If we can't resolve a dispute, the competent court in the district where I'm based is competent, as far as the law allows.
- **Version:** the terms that applied at the time of your booking apply to your booking. Questions? Email me at info@vanderkrolcoaching.com.