Van der Krol
COACHING

GENERAL TERMS

# Online trainings

For individuals who book in their own name

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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”.
- **Participant**: the person who signs up for a Training, also “you”.
- **Training**: an online training by Van der Krol Coaching, given in a group, as a programme with several Sessions or as a single Session. The name, dates, times, price and language are on the website and/or in your confirmation.
- **Session**: an online meeting that is part of a Training. You can attend it live or, if there is a Recording, watch it back.
- **Recordings**: audio and video recordings of Sessions.
- **In writing**: by email or other electronic message.

## ARTICLE 2 Scope

- These terms apply to sign-ups for a Training by people who book in their own name and at their own expense.
- If a company or organisation books or pays, including a sole proprietorship booking in the company’s name, the General Terms for Trainings, Talks & Workshops apply instead.
- Individual coaching is not covered. The General Terms for Coaching apply to it.

## ARTICLE 3 Signing up and agreement

- You sign up with the form on the website. Signing up does not commit you yet.
- Places are limited. Your place is confirmed once I have confirmed it by email **and** you have paid.
- If a Training is full, I’ll put you on a waiting list.
- A Training goes ahead, even with a small number of participants, unless the website states a minimum number of participants.

ARTICLE 4

## Price and payment

- The price is on the website and includes VAT. The price at the time you sign up stays valid.
- You receive a payment link and an invoice by email. You pay within 7 days of my confirmation, and in any case at the latest **24 hours before the first Session**.
- If I haven't received payment in time, I may give your place to someone else.

ARTICLE 5

## Delivery and participation

- I deliver the Training with care and skill. The effect also depends on you. I can't guarantee a result (best-efforts obligation).
- The dates and times are on the website and/or in your confirmation. You receive a calendar invite with the link.
- **Time zone:** all times are **Amsterdam time**. If you join from another time zone, you check yourself that the Sessions are in your calendar at the right time. The consequences of a wrong time, such as a missed Session, are yours.
- You are responsible for a good internet connection, a device with sound and a quiet place.
- **Camera:** I'd love to see you with your camera on, because it works best for the group. It is not an obligation. At the end, or for a personal question, you may turn it off.
- Don't share the link with others.
- In a group, what others share stays within the group. You don't use or share it outside the Training.
- I treat information you share during the Training confidentially, unless the law obliges me otherwise.
- A Training is for learning and practising. It is not medical or psychological treatment and not therapy. If you have health complaints, or you're unsure whether this suits you, talk to your GP or practitioner first. You remain responsible for your own choices.

ARTICLE 6

## Recordings

- Sessions may be recorded. If so, I'll tell you in advance, on the website or in your confirmation, and at the start of the Session. These rules apply.
- I record only so that participants who miss a Session can watch it back.
- Recordings are **available only to participants of that Training**, through private access. They stay available until **4 weeks after the last Session** and are then deleted.
- Recordings are for your **own use** only. You may **not share, download or publish** them, and you may not make your own video or screen recordings.
- If your camera is on, or you speak, you appear in the Recording. By agreeing to these terms you consent to that.
- If you don't want to appear in the Recording, tell me by email **before the Session**. We'll find a solution, for example turning your camera off or hiding your name.
- If I want to use the Recordings for anything else, for example an on-demand offer for others, I'll ask for your consent first.
- I process personal data as described in the privacy statement.

## ARTICLE 7 Right of withdrawal (consumers only)

- As a consumer you may withdraw from the agreement within 14 days of signing up, without giving a reason.
- If the Training 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 Training has been fully delivered. If you withdraw after the start, you pay for the part of the Training already delivered, in proportion to the full Training.
- Withdrawal is by email to info@vanderkrolcoaching.com.

## ARTICLE 8 Cancelling and rescheduling by you

- Up to **10 days before the first Session** you can cancel free of charge and get a full refund.
- If you sign up within 10 days before the first Session, you can no longer cancel free of charge.
- If you cancel later, or miss Sessions, there is **no** refund. You may send a replacement, or watch the Recordings if there are any.
- Cancel by email.
- This does not affect your right of withdrawal under Article 7.

## ARTICLE 9 Cancelling and rescheduling by me

- If I'm ill or there is force majeure, I may move a Session or the Training. I'll agree a new date with you.
- If the new date doesn't work for you, or a Session is cancelled without replacement, you get a refund for the Sessions not delivered.
- With a technical failure on my side, I'll offer a new Session or a Recording.

## ARTICLE 10 Liability

- I am only liable for damage that is the direct result of an attributable failure.
- My liability is limited to the amount you paid for the Training.
- I'm not liable for indirect damage, such as consequential damage or lost profit.
- This doesn't apply in cases of intent or deliberate recklessness, or where the law doesn't allow it.

## ARTICLE 11 Intellectual property

- All materials (slides, exercises, Recordings) remain my property and are for your personal use only.

## ARTICLE 12 Complaints

- Report a complaint as soon as possible, at the latest within 30 days, by email.
- I'll respond with substance within 14 days.

ARTICLE 13

## Applicable law

- Dutch law applies to these terms.
- If we can't resolve a dispute together, the competent court in the district where I'm based is competent, as far as the law allows.

ARTICLE 14

## Changes

- The terms that applied at the moment you signed up apply to your sign-up.
- Questions? Email me at info@vanderkrolcoaching.com.