Van der Krol
COACHING

GENERAL TERMS

Trainings, Talks & Workshops

Apply to business clients only

Last updated: 10 November 2026

ARTICLE 1 Definitions

- **Van der Krol Coaching**: the business of Marjolein van der Krol, based in Hilversum, Chamber of Commerce 99363682, also “we” or “us”.
- **Client**: the company or organisation that enters into an Agreement with Van der Krol Coaching for a Programme, also “you”.
- **Programme**: the training, talk, workshop or similar session that Van der Krol Coaching delivers for the Client.
- **Agreement**: the agreement between the parties on the delivery of a Programme.
- **In writing**: by letter, email or other electronic message.
- **Recording**: an audio and/or video recording of a Programme.

ARTICLE 2 Applicability

- These terms apply to every quotation, Agreement and Programme between Van der Krol Coaching and a business Client. A business Client is a company or organisation, including a sole proprietorship, that books in the company’s name.
- Individual coaching is not covered; the General Terms for Coaching apply to it.
- Deviations are only valid if agreed In writing. The Client’s own purchasing or other terms and conditions are rejected, unless accepted In writing.

ARTICLE 3 Quotations and formation of the Agreement

- Quotations are non-binding and valid for 14 days, unless stated otherwise.
- An Agreement is formed as soon as the Client accepts the quotation In writing, or as soon as Van der Krol Coaching confirms an assignment In writing.
- Obvious errors or mistakes in a quotation do not bind Van der Krol Coaching.

ARTICLE 4

Delivery

- Van der Krol Coaching uses its knowledge, experience and full attention to deliver the Programme skilfully and tailored to your needs. The effect of a training, talk or workshop depends partly on the participants and the context, and is therefore not a guaranteed result (best-efforts obligation).
- Date, time, location and group size are agreed In writing in advance. The Client provides a suitable space and any requested facilities.
- Van der Krol Coaching in principle delivers the Programme itself and may only have parts delivered by a carefully selected third party in consultation with the Client.

ARTICLE 5

Payment

- Unless agreed otherwise: 50% of the price (deposit) on confirmation of the assignment, 50% after the Programme has been delivered.
- The deposit is invoiced when the Agreement is formed and is payable within 7 days of the invoice date. If the Agreement is formed within 14 days before the delivery date, the deposit is payable immediately.
- Van der Krol Coaching only starts preparation and final planning after receiving the deposit.
- If the deposit has not been received at least 14 days before the delivery date, Van der Krol Coaching may suspend or cancel the Programme, without prejudice to the right to the cancellation fee under Article 6.
- The remaining 50% is invoiced after the Programme has been delivered and, regardless of any complaint (Article 11), is payable within 14 days of the invoice date.
- All prices exclude VAT, unless stated otherwise.
- Any travel costs are agreed in advance in consultation and, like the price, recorded In writing.

ARTICLE 6

Cancelling and rescheduling

- Cancelling or rescheduling is free of charge up to 14 days before the start.
- Between 14 and 7 days before the start: 50% of the agreed price is due.
- Within 7 days before the start, or in case of a no-show: 100% is due.
- The cancellation fee replaces the payment under Article 5 and is immediately payable; a deposit already paid is set off against it. If the deposit is higher than the fee, the difference is refunded; if it is lower, the difference is invoiced immediately.
- Van der Krol Coaching may reschedule the Programme once free of charge in case of illness or force majeure.
- If the new date does not suit the Client, Van der Krol Coaching will offer several alternative dates. If the parties cannot agree, either of them may terminate the Agreement In writing; amounts already paid for services not delivered will be refunded.

ARTICLE 7 Late payment

- In case of late payment, the Client is in default immediately after the payment period has passed, without a notice of default being required.
- Van der Krol Coaching may then charge extra-judicial collection costs: 10% of the principal on the first €5,000 and 5% on the remainder, with a minimum of €75 — plus statutory commercial interest (Section 6:119a of the Dutch Civil Code).
- Van der Krol Coaching may suspend delivery for as long as the payment obligation has not been met.

ARTICLE 8 Liability

- Van der Krol Coaching is only liable for damage that is the direct result of an attributable failure.
- Liability is limited to the amount paid out by the professional/business liability insurance; if nothing is paid out, to the invoice amount of the Programme concerned, with a maximum of €2,500.
- Never liable for indirect damage, including consequential damage, lost profit or business interruption.
- A claim for damages lapses 12 months after it arose.
- The above does not apply in cases of intent or deliberate recklessness, or where the law mandatorily provides otherwise.

ARTICLE 9 Force majeure

- In case of force majeure (illness, accident, serious technical failure or other circumstances beyond the parties' control), the prevented party is not obliged to fulfil its obligations.
- The parties will agree a new date in consultation. If the force majeure lasts longer than a month, either party may terminate the Agreement In writing; amounts already paid for services not delivered will be refunded.

ARTICLE 10 Intellectual property and confidentiality

- All materials (including slides, worksheets and methods) remain the property of Van der Krol Coaching and are intended solely for the Client's internal use, unless agreed otherwise In writing.
- Van der Krol Coaching treats information shared during the Programme confidentially, unless legally obliged otherwise.

ARTICLE 11 Complaints

- The Client reports complaints about the Programme as soon as possible, at the latest within 30 days, In writing to Van der Krol Coaching.
- Van der Krol Coaching responds with substance within 14 days. A complaint does not suspend the payment obligation.

ARTICLE 12

Applicable law and disputes

- Dutch law exclusively applies to all Agreements.
- Disputes are resolved by mutual consultation as far as possible; if the parties cannot agree, the competent court in the district where Van der Krol Coaching is based is competent.

ARTICLE 13

Recordings and personal data

- No Recordings are made unless agreed In writing in advance.
- If there is a Recording, it is intended solely for the Client's participants and for internal use. The Client does not share the Recording outside the organisation and makes no recordings of its own without the permission of Van der Krol Coaching.
- The Client ensures that participants are informed about the Recording in advance. The retention period is agreed In writing, failing which it is 4 weeks.
- Van der Krol Coaching processes participants' personal data only to deliver the Programme. The Client is responsible for lawfully passing on this data. On request, additional agreements on data processing will be recorded In writing.

ARTICLE 14

Final provisions

- These terms were last updated on 10 November 2026.
- Van der Krol Coaching may change these terms; for an existing Agreement, the version that applied when it was concluded remains valid.
- This is an English translation of the Dutch general terms. If the English and Dutch versions differ, the Dutch version prevails.