

## GENERAL TERMS AND CONDITIONS

### 1 General provisions

- a. These General Terms and Conditions apply to all assignments to, and services rendered by (a coach or trainer affiliated with) SJÖCRONA COACHING EXPERT, hereinafter SCE, unless expressly otherwise agreed in writing.
- b. Assigning any service to SCE implies the Principal's agreement with these General Terms and Conditions.
- c. Dutch law applies to any assignment between Principal and SCE.
- d. Any dispute between SCE and Principal which cannot be resolved through mediation, shall be brought before the competent court in Utrecht.

### 2 Code of conduct

- a. SCE and the coach or trainer acting on behalf of SCE are under obligation not to disclose any confidential information from the Principal and the individual participant(s) in a coaching or training programme.
- b. SCE and the coach or trainer acting on behalf of SCE may only disclose information on the nature and content of the granted and/or executed assignment with the express prior written consent of the Principal/coachee/trainee.
- c. In the absence of an express written statement to the contrary, an assignment to SCE implies the Principal's/coachee's/trainee's consent to SCE reporting on its website or in other public communications for whom, with whom, or on whose advice it works or has worked.
- d. SCE and the coach or trainer intended to act on behalf of SCE, are under obligation to inform the potential Principal and participant(s) should SCE already render services to a known competitor of Principal.
- e. SCE shall respond within 3 days to any question (of an administrative or substantial nature) by the Principal or participant in a coaching or training programme.

### 3 Coaching or training plan and quotation

- a. In coordination with the Principal, SCE will present a proposal for the required service ('the programme'). This quotation contains:
  - the name of the participant(s) or description of the target group;
  - the objective of the programme;
  - its structure (method and expected timeframe)
  - an estimate of the fee and possible additional costs
  - the evaluation procedure
- b. Each quotation will refer to (the most recent version of) these General Terms and Conditions and they are considered part of it.



- c. The Principal's acceptance of the quotation can be confirmed by dating and signing a written copy of said quotation and returning it to SCE, or by e-mail the quotation 'as approved' to [jan@sjocronacoaching.com](mailto:jan@sjocronacoaching.com)

#### **4 Fee, costs, advance, invoice, payment terms**

- a. The rate solely refers to the fee for the coaching or training, as well as to the preparatory work and the reporting.
- b. The VAT rate, if applicable, shall be listed separately on the invoice.
- c. Equipment used for coaching or training shall be charged separately ('additional costs').
- d. Coaching or training shall take place at SCE's offices, unless SCE and Principal, by common accord, decide on a different location or videoconferencing. In case of a different location, Principal will book and pay for said location, unless agreed otherwise with SCE, in writing.
- e. The costs of the coach' or trainer's (overnight) stay at or near said 'other location' are to be paid by the Principal, unless agreed otherwise with SCE, in writing.
- f. The coach' or trainer's travel expenses shall be invoiced separately – based on a return trip – and per car kilometre or first-class train ticket. In case of coaching or training abroad, specific arrangements shall be made.
- g. Unless agreed otherwise in writing, no later than 7 days prior to commencement of any service rendered by SCE, an amount as listed in the quotation must be paid as an advance on the work to be carried out.
- h. As soon as factors which could not be foreseen at the time of engagement could lead to a budget overrun, SCE will inform the Principal of these circumstances and submit a new quotation. A decision on continuation of the programme shall be made by mutual agreement.
- i. The term of payment is 7 days after the invoice date, unless otherwise agreed, in writing, at the time of granting the assignment.
- j. If the Principal fails to pay, it is liable for all debt collection costs incurred by SCE.
- k. Should the Principal fail in its obligations, SCE shall – without further notice – be entitled to charge statutory interest.

#### **5 The coach or trainer**

- a. Unless agreed otherwise, in writing, between SCE and the Principal, all coaching and/or training services shall be rendered by Dr Jan Sjöcrona.
- b. In exceptional cases and always after consultation with the Principal, SCE may provide another qualified coach or trainer, so as not to delay or disrupt a coach or training programme. In this case, the other agreements between SCE and the Principal still stand.

#### **6 Cancellation; delay of services**

- a. Should a service be cancelled by the Principal:
  1. within three full weeks (21 days) of its commencement, the Principal is held to pay 50 percent of the agreed fee;
  2. within two full weeks (14 days) of its commencement, the Principal is held to pay 65 percent of the agreed fee;



3. within one full week (7 days) of its commencement, the Principal is held to pay 80 percent of the agreed fee;
  4. within three full days of its commencement, the Principal is held to pay 100 percent of the agreed fee.
- b. Should a service be delayed by the Principal, SCE may invoice all work up to that point. Principal shall be held to pay.
  - c. Should unforeseen circumstances render the coach or trainer incapable of rendering his services at the agreed time, a different time shall be set in consultation with the Principal.

### **7 Force majeure SCE**

- a. For the purposes of this article, force majeure includes but is not limited to: illness, incapacity to work of the coach or trainer acting or scheduled to act on behalf of SCE.
- b. In case of force majeure, SCE will inform the Principal forthwith.
- c. In so far as SCE has partly performed its obligations at the time when the situation of force majeure occurs, SCE shall be entitled to invoice the Principal for the part performed and it shall be under obligation to pay.
- d. Should the timeframe within which, by reasons of force majeure, SCE's performance of its obligations is impossible exceed 3 calendar months, both parties have the right to terminate the agreement unilaterally, without creating any obligation to pay damages.

### **8 Liability**

SCE nor its coach or trainer accept liability for any damage to persons or property, arising out of or caused by the rendering of any service as meant in these General Terms and Conditions.

### **9 Copyright**

- a. The copyright to the proposals, work materials and reports ('the material'), developed by or on behalf of SCE, vests with SCE.
- b. The material provided to Principal or the participant(s) for the purpose of reflection, coaching or training, is solely intended for his or their private use.
- c. Duplication, adaptation and/or dissemination of this material, in any shape or form, is not allowed without prior written consent by SCE.

### **10 Complaints procedure**

- a. It is SCE's mission to provide its Principals with excellent service. Customer satisfaction is its number one goal.
- b. Complaints by the Principals and/or participant are therefore handled with the utmost care.
- c. Complaints must be submitted to SCE within 30 full days of the incident the complaint refers to.
- d. The complaint must be submitted by e-mail to [jan@sjocronacoaching.com](mailto:jan@sjocronacoaching.com), subject 'complaint'.
- e. Within 10 full days of receipt of the complaint, SCE will submit a proposal for appropriate action. Should this term, due to unforeseen circumstances, require extension, complainant shall be informed of said extension before the original term expires, and of the time frame necessary to (further) handle the complaint.

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- f. Complaints are always confidential.
- g. Should complainant not accept the action proposed by SCE, mediation will take place. 50 % of the costs of mediation shall be borne by SCE. Should mediation fail, Article 1, sub d applies.

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