

General Terms and Conditions Career Connection

Article 1 | Definitions

- 1.1. Client: a natural legal person or legal person who hires Career Connection.
- 1.2. Career Connection: Mariëlle Obels acting as a contractor.
- 1.3. Parties: Client and Career Connection.
- 1.4. Participant: a natural legal person who uses the services offered by Career Connection.
- 1.5. The agreement: these are the agreements made between the client and Career Connection.
- 1.6. Services: training, advice, consultancy, writing texts and any other services that Career Connection provides.
- 1.7. Products: book, e-book and any other physical matters that Career Connection supplies.
- 1.8. Written: both letters (on paper) and messages by e-mail or other electronic messages that are intended for sustainable storage, but not messages via social media.
- 1.9. Start: the hour at which the agreed membership, service or training commences according to the approved agreement.

Article 2 | When these general terms and conditions apply

- 2.1. These general terms and conditions apply to all agreements, services and products of Career Connection.
- 2.2. The client declares to be aware of the content and applicability of these general terms and conditions by signing or replying to the offer email or proposal.
- 2.3. If a third party agrees with Career Connection on behalf of a client, this third party guarantees that the client knows and has accepted these conditions, failing which the third party is bound by this condition as if he were the client or customer himself.

Article 3 | Confidentiality

- 3.1. Parties recognize that the content of the relationship as well as the data and information that are known to him in the context of the agreement and the execution thereof are strictly confidential.
- 3.2. None of the parties involved will directly or indirectly disclose the content of the relationship and the information provided to third parties.
- 3.3. The obligations mentioned in 3.1 and 3.2 apply both during and after the agreement.

Article 4 | Offers and proposals

4.1. The proposals or offers made by the contractor are without obligation. They are valid for 30 days unless otherwise indicated. The client is only bound by the offer if the acceptance thereof has not been rejected in writing by the other party within 7 days.

4.2. The prices in the offer or proposal are exclusive of VAT unless stated otherwise.

4.3. Offers and proposals are based on information known to the contractor.

Article 5 | Realization of the agreement between the Client and Career Connection

5.1. The agreement between the Client and Career Connection is concluded when the Client has agreed to the proposal made by Career Connection by mail, telephone or in writing unless agreed otherwise by the parties.

Article 6 | Cancellation by the Client

6.1. A quotation or offer by mail becomes an assignment as soon as it is confirmed.

6.2. If an assignment, or a part thereof, is withdrawn within 24 hours before the start of the execution, the client will be charged 100% of the costs and reserved time required for the execution. This also goes for individual coaching calls and/or conversations.

6.3. If an assignment - or a part thereof - is withdrawn within one week before the start of its execution, the preparatory work that has been necessary for the assignment will be charged to the Client. This also goes for individual coaching calls and/or conversations.

6.4. If the Client terminates the execution of the Assignment prematurely, the right to set off in the invoice amount will not be available, unless there are special reasons for the crediting.

6.5. Money-back guarantee. Career Connection has a money-back guarantee for private customers. If you conclude that you are not satisfied within 1 week after starting a program, you will receive a refund. This money-back guarantee does not apply to workshops and courses.

Article 7 | Cancellation by Career Connection

7.1. Career Connection reserves the right to object if this is necessary for its business operations, training, illness, force majeure or urgent personal circumstances. In this case of cancellation, the obligation to pay to the Client lapses.

7.2. Career Connection is entitled at any time to terminate the agreement with the Client prematurely if, repeatedly and despite a warning, the Client violates the house rules set by Career Connection, or behaves in such a way that the continuation of the agreement cannot reasonably be required by Career Connection.

7.3. Premature termination does not release the Client from its agreed financial obligations.

Article 8 | The execution of the agreement

8.1. With the execution of the Agreement, Career Connection takes on an effort obligation and no guarantees are offered regarding the achievement of the intended result. After all, this depends on effort and factors beyond the control of Career Connection, including the operation of the Internet and communication connections.

8.2. Delivery or delivery times stated by Career Connection are always indicative and can never be regarded as deadlines.

8.3. To help the Client as best as possible, Career Connection may have certain activities performed by third parties. Naturally, Career Connection will always inform the client about this promptly and Career Connection will not provide confidential data if the Client indicates in writing that it does not wish to entrust data to third parties.

8.4. Career Connection has the option of conducting coaching and advice conversations remotely via the internet. If the Client wants a recording, then written permission must first be given for this, and recordings are in principle only for personal, personal use and reference.

8.4. The client will be present on time or online for scheduled appointments. If the Client is later or absent, the lost time will not be made up.

8.5. Career Connection is free to attach consequences - such as suspension of the Services or ending participation in certain sessions, expressly without obligation to pay compensation or discount or other compensation - if the Client does not comply with one or more of the following rules of the game:

- Providing incorrect, incomplete information to Career Connection;
- Client behaves disrespectfully towards other customers or Career Connection, for example by gossiping, sharing negative statements or confidential data;
- The client does not show the effort that may be expected from the client, including making any homework or assignments;
- The Client exhibits inappropriate behaviour towards other customers or Career Connection;
- The client ignores agreements or does not comply with the rules of our Agreement, including respecting my intellectual property rights;
- Client demands a disproportionate amount of attention in a Service or session with several participants;
- The client shows too little insight into the social relationships that play a role in Services that are performed in groups.

Article 9 | Payment

9.1. Career Connection may invoice electronically. Payment must be made in the manner indicated by Career Connection and within the term of payment indicated on the invoice and with the first invoice in any case before the start of the provision of Services. If a payment term is missing on the invoice, it is fourteen (14) days after the invoice date.

9.2. If the Client does not pay within the period referred to in the previous paragraph, it will be immediately in default, without any demand for payment or notice of default being required. In the event of default, Career Connection may charge the statutory commercial interest on the amount not / not paid on time, running from the default date to the date of full payment.

9.3. In the event of a moratorium or bankruptcy of the client, the client's claims against the contractor will be immediately due and payable.

9.4. The payments made by the client always serve to settle in the first place all interest and costs owed, in the second place due and payable invoices that have been open the longest even if the client stated that the payment relates to a later invoice.

9.5. If the Client is in default or has otherwise failed to fulfil one or more of the Client's obligations, you will be responsible for all costs incurred in obtaining satisfaction in and out of court. In that case, the extrajudicial collection costs amount to at least 15% of the current invoice amount with a minimum of € 45, plus any costs for legal assistance.

Article 10 | Liability

10.1. Participation in the activities of Career Connection is at your own risk.

10.2. Career Connection's liability does not extend beyond the invoice amount paid by the Client.

10.3. Career Connection is not liable for damage that cannot be insured by the industry's usual conditions.

10.4. Career Connection is not liable for damage to goods taken with or by participants or the client, including software files, media aids and vehicles unless the damage is the direct result of intent or gross negligence on the part of Career Connection.

10.5. The Client indemnifies Career Connection against all third-party claims for damage that have occurred in connection with the execution of the Agreement.

10.6. Liability for damage caused by force majeure and/or cancellation by Career Connection is excluded.

Article 11 | Intellectual property

11.1. All intellectual property rights to the texts, videos, photos, content or materials developed or made available to the Client under the Agreement rest exclusively with Career Connection, its licensors or its suppliers. Career Connection grants the Client only a non-exclusive, non-transferable and non-sublicensable right of use for personal use and it is not allowed to publish documents and materials provided for coaching and/or training purposes to third parties or use it for any commercial purpose.

11.2. In the event of an infringement of the copyrights and/or personality rights of Career Connection, Career Connection is entitled to charge a fine of three times the usual license fee for such a case and to increase this with the actual damage suffered.

11.3. Career Connection reserves the right to use and/or exploit all matters and ideas underlying the (performance of the) Agreement for other purposes without any restriction, either for itself or for third parties.

Article 12 | Complaints and disputes

12.1. Career Connection is a member of NOLOC (Dutch professional association for career professionals) and conforms to the code of conduct and complaints regulations of this organization.

12.2. Dutch law applies to every agreement between the Client and Career Connection to which these general terms and conditions apply.

12.3. The place of residence of Career Connection will have jurisdiction for the assessment and trial of all legal disputes.

12.4. All disputes as referred to above will first be submitted to a mediator to be designated by mutual agreement.

Article 13 | Final Act

These conditions remain in force if Career Connection changes name, legal form or owner.

These conditions will enter into force on 1 June 2020. The terms and conditions may change from time to time because the services of Career Connection are also constantly evolving. The client becomes the principal in the event of continued use or purchase of the Services deemed to accept the new terms.