

GENERAL CONDITIONS VO B.V. 2011

COACHING

1. Realisation of a contract

A contract is realised once VO B.V. has sent a written proposal to the customer and the latter has accepted, signed and returned the contract confirmation, which is included with the proposal.

2. Activities

The activities for coaching may consist of:

- a. intake;
- b. preparation such as orientation in the workplace, development of materials, drawing up a program and analysis;
- c. meeting(s) with manager/customer;
- d. individual sessions;
- e. evaluation session.

The activities detailed above are charged on a basis of a half-day and/or hourly rate, that has been stated in the proposal. The first acquisition meeting is free of charge. One half-day generally consists of four working hours. A half-day *execution* consists of three working hours.

3. Limited Warranty

VO B.V. will to the best of their ability and to the requirements of professional standards adhere to the agreed working activities. The contractual obligations are characterised as effort based as opposed to purely performance based.

4. Learning materials

Learning materials are included in the price of the proposal. This material may consist of: syllabi, exercises, books, dvd's with recordings of exercises. If it is necessary for the participant to purchase literature, a separate written agreement will be drawn up.

5. Intellectual property

The intellectual property of (teaching) materials, models, methods and instruments that are used during a training or coaching belong exclusively to VO B.V.

Exceptions to this are:

- an explicit different agreement, or
- the intellectual properties belong to a third party who permitted VO B.V. to use these materials.

6. Training accommodation and equipment

VO B.V. will arrange a suitable meeting room with a flip-over or whiteboard and if needed audiovisual equipment. The costs involved will be confirmed to the customer in a written agreement.

7. Booking of dates

Proposed dates are booked definitely after mutual consultation and written agreement by VO B.V.

8. Cancellation

Cancellation terms are a minimum of two weeks before the start of the coaching.

In case of cancellation within two weeks of the start, the full contract sum is invoiced. During the coaching sequence, the coachee can reschedule an appointment once without financial compensation for the time invested by the trainer.

Up to 24 hours before the appointment the accommodation can be cancelled free of charge and we will not charge any costs. If an appointment is cancelled within 24 hours we are obliged to charge the customer the costs. After the first cancelled or rescheduled appointment the time investment of the trainer and the costs for the accommodation will be charged when cancelling or rescheduling again.

9. Rates and costs

- a. All rates and costs are exclusive of 19% VAT with the exception of the costs of books; these costs are exclusive of 6% VAT.
- b. Travel time and travel expenses are only in order when sessions take place at Vergouwen Overduin in Badhoevedorp or in Utrecht. Travel is priced at € 0,36/km and is coasted from Badhoevedorp. Travel time is agreed upon.
- c. For our coaching venue in Utrecht we charge € 17,- per hour, exclusive of VAT.

10. Invoicing

Invoicing will take place at the start of the coaching. The term of payment is two weeks. If the term of payment is exceeded, the customer is legally required to pay interest. The customer will also be obliged to pay debt collection, both judicial and non-judicial.

11. Vetron conditions

VO B.V. applies the general conditions of the Institution of Training and Education in the Netherlands (Vetron).