

# General Terms and Conditions of NONONS

## Article 1: Parties mentioned in these terms and conditions

### NONONS:

This refers to NONONS Opleidingen B.V. or NONONS Training & Coaching B.V., in other words “the service provider.” These general terms and conditions apply to all coaches and trainers who provide coaching and training services in NONONS’ name. These services also include any related activities, such as team coaching, mediation, courses, workshops, etc.

### Client:

This is the natural person or legal entity that enters into an agreement with NONONS for the procurement of products or services in the area of coaching, training, or related activities.

### NOBCO:

*Stichting Nederlandse Orde van Beroeps Coaches* (Netherlands Order of Professional Coaches).

## Article 2: What these terms and conditions govern

1. These general terms and conditions govern all offers and agreements under which NONONS offers services and products to the client.
2. These terms and conditions also govern agreements under which NONONS engages third parties for the performance of services.
3. In prior mutual consultation, we can agree on changes or additions to these terms and conditions in writing or by email.
4. Any purchasing conditions or other general terms and conditions of the client will not apply, unless NONONS has specifically accepted them in writing.
5. These general terms and conditions also apply to additional contracts and follow-up contracts from the client.



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## **Article 3: Applicable code of conduct and regulations**

1. NONONS provides its services in compliance with NOBCO's code of ethics [*NOBCO Ethische Gedragscode*] and handles complaints as per NOBCO's complaints regulations. Both the code of ethics and complaints regulations are available on NOBCO's website: [www.nobco.nl](http://www.nobco.nl).
2. After mutual consultation, NONONS will be willing to commit to the client's own code of conduct.

## **Article 4: How the agreement is formed**

1. All offers issued by NONONS are without obligations and valid for 30 days unless stated otherwise.
2. If the client accepts the offer, NONONS will send a written confirmation of contract. By signing this confirmation of contract, the client accepts the contents of the offer and the agreement is formed. In the case of coaching, acceptance by email will suffice.
3. Changes to contracts will only be binding on NONONS if NONONS has confirmed them in writing.
4. After signing, the client has a cooling-off period of 14 calendar days. Within this 14-day cooling-off period, the client may cancel the contract free of charge. After that period, the agreement will be final.
5. There is no 14-day cooling-off period for our online (e-learning) courses as soon as they have been paid. This is because the client will receive the login details immediately after making the payment, which gives the client access to the contents of the e-learning course. The client can, therefore, no longer cancel and get a refund.

## **Article 5: Quality**

1. NONONS commits to doing a good job in compliance with generally prevailing professional standards and in particular with the quality requirements specified by NOBCO.
2. If necessary, NONONS reserves the right to - in consultation with the client - have certain activities performed by third parties or to recruit the assistance of third parties.
3. The client agrees to provide, in a timely manner, all the information that NONONS needs for the performance of the contract. Failure to do so will authorize NONONS to postpone performance of the contract and charge the client for costs incurred due to the delay.



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4. If NONONS is hired to perform a contract or part of a contract in collaboration with a third party, the client will divide the tasks between both parties in mutual consultation with all parties involved. NONONS accepts neither joint and several liability nor liability for the third party's performance of the tasks and associated work assigned to them.

## **Article 6: Confidentiality**

1. NONONS maintains confidentiality with respect to all personal data submitted by clients and participants. Such data will only be accessed by permanent and/or freelance NONONS staff. NONONS does not share personal data with third parties, unless NONONS is required by law to do so.
2. NONONS observes confidentiality in handling company information and work-related information shared by the client and/or participants. NONONS does not share this information with third parties, unless NONONS is required by law to do so.
3. Conversations, sessions, and other contacts between NONONS and a coachee are strictly confidential. NONONS will not share information about the contents and development of these contacts with anyone, not even with the client, unless the coachee has specifically consented to disclosure of such information.
4. NONONS' privacy statement details how NONONS processes personal data. Like the general terms and conditions, the privacy statement can be found on the NONONS website.

## **Article 7: Intellectual property**

1. All NONONS documentation used is subject to NONONS' copyright. The client is authorized to refer to this material, provided that the source is cited clearly.
2. All products and materials received by the client during the performance of the contract are and will continue to be NONONS' intellectual property.
3. While the client, participants, and coachees can keep any material that has been handed out, they are not allowed to publish or copy such material without NONONS' written consent.
4. NONONS reserves the right to use knowledge acquired during the performance of the contract for other purposes, to the extent that it does not concern confidential information and as long as the knowledge cannot be traced back to the individual client.



## Article 8: Fees and other charges

1. The agreement will specify the fee that NONONS charges for the contract. In case of open-enrollment training, the fee is a fixed price per participant. For coaching and customized training, we use a fixed session rate or hourly rate that we multiply by the amount of time needed for the training or coaching.
2. The fees we charge for our open-enrollment educational courses are exempt from Dutch value-added tax. Our training and coaching are subject to Dutch value-added tax at a rate of 21% unless stated otherwise.
3. Travel and accommodation expenses and any other expenses incurred by NONONS for the performance of the contract will be passed on to the client.
4. NONONS reserves the right to amend its fees every year in consultation with the client, based on price indexation or measures imposed by the government.

## Article 9: Payment

1. The client agrees to pay the invoice within 14 days after the invoice date unless the client has made different arrangements with NONONS.
2. If payment has not been received within 14 days after the invoice date, the client will be held in default. From that moment onward, the client will be liable to pay interest on the amount due, at the statutory rate, and is under an obligation to cover any expenses incurred by NONONS in having to engage collection agencies, process servers, and/or lawyers.

## Article 10: Liability

1. NONONS shall only be liable towards the client for loss or damage ensuing from a serious shortcoming in the performance of the contract. A serious shortcoming is when NONONS fails to observe the required level of care and expertise in performing the agreed activities.
2. If NONONS is liable for loss or damage sustained by the client, NONONS' liability will be limited to the amount paid out on NONONS' professional liability insurance in such a situation. NONONS will, upon request to that effect, send a copy of its professional liability insurance policy and policy terms and conditions.
3. If the insurance does not pay out, NONONS' liability will be capped at the amount quoted in the offer to which the liability relates, up to a maximum of € 5,000.



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4. NONONS cannot be held liable for any indirect loss or damage sustained by the client, such as consequential losses, lost profits, and losses due to business interruption.
5. NONONS' liability extends to all persons for whom NONONS is responsible, which includes both permanent staff and freelancers engaged for the performance of the contract.
6. NONONS cannot be held liable for loss or damage sustained by the client if the client provided incorrect and/or incomplete information as the basis for the performance of the contract.
7. NONONS agrees not to use any materials, methods, techniques, or instructions in its coaching that impair or have an adverse effect on the coachee's capacity. If a coachee were to sustain any physical injury during the coaching, NONONS can in no way be held liable for that.

## **Article 11: Acts of God**

1. An act of God is when NONONS unexpectedly does not have any trainers, educators, or coaches available and/or the location is not available for reasons that cannot be put down to NONONS.
2. In such a case of an act of God, NONONS reserves the right to make changes to how it performs the contract or to cancel the contract until the circumstances causing the act of God have ceased to exist.
3. NONONS will schedule any new training days or coaching sessions for performance of the contract in consultation with the client and/or participants/the coachee.
4. In case of cancellation on the grounds of an act of God, NONONS will not be responsible for any ensuing losses for the client and/or participants/the coachee.



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## Article 12: Cancellation conditions

1. Canceling coaching:
  - a. Canceling or rescheduling the intake meeting is free of charge until 24 hours prior to the scheduled start time. If the intake meeting is canceled or rescheduled within 24 hours prior to the meeting, NONONS will charge for the meeting room.
  - b. Canceling or rescheduling a coaching session is free of charge until 48 hours prior to the session. When canceling between 24 and 48 hours prior to the session, NONONS will charge 50% of the coaching session fee. When canceling or rescheduling under 24 hours prior to the session, NONONS will charge the full fee.
2. Canceling in-company training:
  - a. Training can be canceled free of charge when canceling at least four weeks prior to the start date. NONONS will then only charge for any specifically developed training or course material.
  - b. When canceling between four and two weeks prior to the start date, the client owes NONONS half of the training fee. If the client cancels the training within two weeks before the start date, NONONS will charge the full training fee.
  - c. Rescheduling training days is free of charge when it takes place at least two weeks prior to the training day.
  - d. Switching from in-person to online training is free of charge unless it requires additional sessions.
3. Canceling participation in an open-enrollment course or training:
  - a. A participant can pull out of the training free of charge up to 14 days after receiving the confirmation of registration. When pulling out closer to the start date, the participant will incur cancellation charges:
    - i. at least 30 days before the training start date: 25% of the fee (= down payment);
    - ii. between 30 days and 1 week prior to the start: 50% of the fee;
    - iii. within 1 week prior to the start: 100% of the fee.
    - iv. At the start of the training, a participant may also have someone else take their place. In case a participant stops withdraws from the training after it has started, NONONS will not provide any refund.
  - b. NONONS reserves the right to cancel an open-enrollment program if an insufficient number of people have signed up for it, as well as not



to accept a participant, without having to compensate losses or costs. NONONS will notify the course participants of such cancellation at least 2 weeks prior to the scheduled start date. In such cases, the registration fee will be refunded in full within 2 weeks after cancellation.

- c. If circumstances force us – as for example in the case of a lockdown – NONONS has the right to switch a training from a classroom setting to online. The training is not cancelled in such a situation and can never provide a cancellation ground for a participant either.

4. Canceling an online subscription:
  - a. The subscription takes effect on the date it is purchased and can be canceled at any time with 1 month's notice. To cancel a subscription, send an email to [online@nonons.nl](mailto:online@nonons.nl)
5. If the client does not use the services agreed on with NONONS, the client will still owe the full amount quoted, even without canceling.

## **Article 13: Termination of the agreement**

1. NONONS reserves the right to terminate the agreement with immediate effect and without going through the courts by giving the client written notice of termination by registered letter if the client fails to comply with its financial or other obligations within 14 days after having received a written reminder.
2. Both the client and NONONS are authorized to terminate the agreement with immediate effect by sending a notice of termination by registered letter if the other party is granted a debt moratorium or declared bankrupt.

## **Article 14: Dispute resolution**

1. All agreements and legal acts between NONONS and the client are governed by Dutch law.
2. In the event that NONONS and the client were to have a dispute in relation to this agreement, they will be under an obligation to first try to settle the dispute in mutual consultation. If they do not succeed, they must seek mediation.
3. If mediation does not settle the dispute either, only the competent judicial authority where NONONS has its registered office will be competent to hear the dispute.