

## Terms and Conditions

### Article 1. Definitions

**Customer:** the person or persons for whom Shine Bright Practice provides services. The principal and the customer may be the same, but this need not be the case.

**Client:** the person or body, or Shine Bright Praktijk possible legal successor(s), who has given an assignment to Shine Bright Praktijk for the provision of its services. Unless expressly agreed otherwise in writing with Shine Bright Praktijk, the client is the one who is obliged to pay the agreed price for the services of Shine Bright Praktijk.

**Shine Bright Practice:** registered with the Chamber of Commerce in Eindhoven under number 84198109, Shine Bright Practice provides services in the field of Coaching, NLP and Hypnotherapy through consultancy, training, courses, workshops, online programs and lectures.

**Third parties:** in some cases, Shine Bright Practice can provide services (partly) with the help of third parties engaged by it. Shine Bright Practice can change the composition of a team at any time if it believes this is necessary for the proper execution or continuity of the service.

**Order sum:** the total agreed amount of the order, stated in the signed order confirmation or in the offer or program proposal, which has been declared approved by the client.

### Article 2. General

These General Terms and Conditions apply to the complete offer, quotations, assignments and activities of Shine Bright Praktijk. This includes coaching, lectures, sessions, workshops, online training.

These terms and conditions also apply to assignments with the contractor in which third parties are involved.

If one or more of the provisions of these General Terms and Conditions expire, the other provisions of these General Terms and Conditions will continue to apply. In that case, the parties will consult to agree replacement provisions, based as far as possible on the purpose and purport of the original provision.

Shine Bright Practice reserves the right to adjust or change these Terms and Conditions in the future.

### Article 3. Offer and quotations

Quotations from Shine Bright Praktijk are exclusively based on the information provided to Shine Bright Praktijk by a (future) client. The client guarantees that, to the best of his knowledge and belief, he/she has provided Shine Bright Praktijk with all relevant information for making the quotation and for the design and execution of the assignment. If this information proves to have been incorrect and/or incomplete at any time, Shine Bright Praktijk reserves the right to unilaterally and/or prematurely submit the contract sum agreed with the client for the services to be provided by Shine Bright Praktijk, to fit.

A composite quotation does not oblige Shine Bright Praktijk to perform part of the assignment against a corresponding part of the agreed assignment amount.

### Article 4: Confidentiality and Privacy

Conversations between the contractor and the customer are regarded as strictly confidential. Information is considered confidential if this has been communicated by the client or if this ensues from the nature of the information. The Contractor shall ensure that this obligation is also imposed on any employees or third parties engaged by it for an assignment. The contractor will therefore not make any information to anyone, including the client, about the content and course of these conversations unless the client has given permission for this.

Both during and after the end of the agreement(s) with the client, the contractor will retain all data and knowledge of the client that are used in the context of the agreement(s) with the client.

are provided to the client, keep them secret and handle them with due care, subject to any obligation imposed on him/her by law or a competent government body to disclose certain information.

#### **Article 5: Intellectual property**

The Contractor is entitled to the intellectual property rights with regard to the services and products it has provided – in the context of the agreement – to the client and/or customer or – in the context of this Agreement – used, including but not limited to testing, readers, reports, models, exercise material and computer programs.

The client and/or customer may not use these services and/or products to which the contractor is entitled with regard to intellectual property rights, other than for the benefit of this assignment, without the explicit written permission of the contractor.

The contractor is entitled to use the knowledge obtained through the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties and provided that it cannot be traced back to individual clients or clients.

#### **Article 6: Quotations**

All quotations made by the contractor are without obligation and are valid for 30 days, unless stated otherwise. The Contractor is only bound by a quotation if the acceptance thereof by the Client has been confirmed to the Contractor without reservation or amendment within the set period of validity.

The prices in the quotations are inclusive VAT unless expressly stated otherwise.

The agreement is concluded by acceptance of the quotation by the client as referred to in the last sentence of paragraph 1. The client and the contractor have also concluded an agreement if the contractor confirms an agreement made between the client and the contractor in writing and the client does not confirm the correctness thereof within ten working days or – if that period is shorter – before the start of the work is disputed in writing.

An agreement with a natural person as client can also be concluded if, at the request of that natural person, a conversation has been held with or on behalf of the contractor, on the basis of which the parties agree on a guidance process and which is followed by the sending by the contractor of an invoice.

#### **Article 4: Execution of the agreement**

Every Agreement leads to a best efforts obligation for the contractor, whereby the contractor is obliged to fulfil its obligations to the best of its ability, with the necessary care and the necessary craftsmanship.

In all cases in which the contractor deems it useful or necessary, it has the right - in consultation with the client - to have certain work performed by third parties or to be assisted by third parties.

The Client will ensure that all data, which the Contractor indicates are necessary for the execution of the agreement, are provided to the Contractor properly, completely and in a timely manner. If the information required for the implementation of the agreement has not been provided to the contractor in time, the contractor has the right to suspend the implementation of the agreement and/or to charge the additional costs resulting from the delay to the client in accordance with the usual rates.

If a term has been agreed for the completion of certain work by the contractor, this is not a strict deadline, unless expressly agreed otherwise. Exceeding the agreed term therefore does not constitute an attributable shortcoming on the part of the contractor. For this reason, the Client cannot dissolve the agreement and is not entitled to compensation. If the agreed term is exceeded, the client may, however, set a new, reasonable term within which the contractor must perform the agreement. Exceeding this new term may constitute grounds for dissolution of the agreement for the client.

When the contractor is instructed to perform an assignment or part thereof in collaboration with a third party, the client will determine in consultation with all parties involved what everyone's duties are. The Contractor accepts no joint and several liability, nor any liability for the performance of the task and the associated activities of the third party.

#### **Article 7: Confidentiality and Privacy**

Conversations between the contractor and the customer are regarded as strictly confidential. Information is considered confidential if this has been communicated by the client or if this ensues from the nature of the information. The Contractor shall ensure that this obligation is also imposed on any employees or third parties it employs in an assignment

enabled. The contractor will therefore not make any information to anyone, including the client, about the content and course of these conversations unless the client has given permission for this.

Both during and after the end of the agreement(s) with the client, the contractor will keep confidential all data and knowledge of the client provided in the context of the agreement(s) with the client and handle it with due care, subject to any obligation that the law or a government body authorized to do so imposes on him/her to disclose certain information.

#### **Article 8: Intellectual property**

The Contractor is entitled to the intellectual property rights with regard to the services and products it has provided – in the context of the agreement – to the client and/or customer or – in the context of this Agreement – used, including but not limited to testing, readers, reports, models, exercise material and computer programs.

The client and/or customer may not use these services and/or products to which the contractor is entitled with regard to intellectual property rights, other than for the benefit of this assignment, without the explicit written permission of the contractor.

The contractor is entitled to use the knowledge obtained through the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties and provided that it cannot be traced back to individual clients or clients.

#### **Article 8: Fee and costs**

Unless explicitly agreed otherwise, the contractor's fee consists of a predetermined fixed amount per agreement or per service provided and/or can be calculated on the basis of rates per unit of time worked by the contractor.

All fees are inclusive government levies such as sales tax (VAT) as well as excluding travel and other expenses incurred for the client, including but not limited to invoices from third parties engaged. The contractor may request the business client to pay a reasonable advance in connection with fees that the client owes or will owe and/or expenses that must be incurred on behalf of the client. If a reasonable advance has been requested by the contractor, the contractor has the right to suspend the performance of the work until the moment that the client has paid the advance to the contractor or has provided security for this.

The contractor may request the private client to pay the entire sum of the process for the first session in connection with the fees that the client owes or will owe and/or expenses that must be incurred on behalf of the client. If payment has been requested by the contractor, the contractor has the right to suspend the performance of the work until the moment that the client has paid the advance to the contractor or has provided security for this.

The contractor reserves the right to annually adjust the agreed fees due to changes in the general price index and due to any measures imposed by the government.

The Contractor distinguishes between rates for business and private clients. The standard rates of the Contractor are the business rates. The Contractor may decide, where appropriate, to charge the private rate to a private client under the strict condition that the Client finances the service from its own resources.

#### **Article 8: Payment**

Payment must be made before the start of the Program or NLP/Hypnotherapy session for private clients and within 14 days of the invoice date for business clients, in a manner to be indicated by the contractor. Payment will be made without deduction, set-off or suspension for any reason whatsoever.

After the payment term has expired, the client is in default. From the moment of default to the contractor, the client owes default interest on the amount due, equal to the statutory interest, plus administration costs amounting to 10% of the outstanding invoices.

If there are several clients, each client is jointly and severally liable towards the contractor for the payment of the total invoice amount if the work has been performed for all these clients.

Payments made by the client always serve firstly to settle all interest and costs owed, and secondly to settle due and payable invoices that have been outstanding the longest.

outstanding, even if the client states that the payment relates to a later invoice.

#### Article 9: Collection costs

If the contractor takes collection measures against a business client who is in default, the costs related to that collection will be borne by the client, which costs will be set at at least 10% of the outstanding invoices. These costs include the costs of any collection agencies, bailiffs and/or lawyers to be engaged.

#### Article 10: Liability

The contractor is only liable to the client and/or customer for damage resulting from a serious attributable shortcoming in the performance of the agreement. This is the case if the contractor does not observe the required care and expertise in the performance of the agreement.

If, for whatever reason, no insurance payment is made, the liability of the contractor towards the client and/or customer is limited to the fee of the assignment to which the liability relates, with a maximum of € 500. The contractor is not obliged to pay compensation for indirect damage suffered by the client or customer, including but not limited to consequential damage, lost profit and damage as a result of business interruption.

The Contractor will exercise due care when engaging third parties (such as consultants, experts or service providers) who do not work in its organization. The contractor is not liable for serious shortcomings towards the client or customer or for any errors or shortcomings of these third parties. In such a case, the Client is obliged to hold the engaged third parties liable and to recover any damage suffered from these third parties.

The contractor is not liable for damage suffered by the client or the customer, of any nature whatsoever, if the contractor based the performance of its assignment on incorrect and/or incomplete information provided by the client, unless this inaccuracy or incompleteness was clearly known to the contractor or was supposed to be.

The contractor or coaches or third parties to be engaged by him, who are charged with guiding clients, will not provide or use any means, methods, techniques or instructions or allow situations to arise that limit or adversely affect the client's ability to observe, analyse and assessing imminent damage to the customer, in whatever form. If the customer should incur any damage, the contractor or any coaches or third parties to be engaged by it shall not be liable for this in any way.

The client indemnifies the contractor against all claims (such as damage and legal claims) from third parties that are related to the performance of the agreement between the client and the contractor, unless it concerns claims resulting from serious shortcomings on the part of the contractor.

If the client and/or customer has not brought any claim against the contractor into court within one year after the discovery of the damage, this legal claim will lapse after the expiry of the year.

#### Article 11: Cancellation conditions

In the event of cancellation by a private client of coaching and/or training and NLP/ Hypnotherapy sessions within 2 working days before the start of the relevant activities, the client must pay 100% of the costs of the cancelled hours or of the agreed principal sum and in the event of business cancellation of this longer within 5 working days.

Cancellation by a business client must be made by registered letter.

#### Article 12: Termination of the Agreement

The contractor is entitled to terminate the agreement, with immediate effect, without judicial intervention, by means of a registered written notification to the client, if the client remains in default of payment of an invoice sent by the contractor, within 14 days after a written reminder. The contractor is entitled to terminate the agreement, with immediate effect, without judicial intervention by means of a registered written notification to this effect to the client, if any obligation arising from this agreement is not or not properly fulfilled within 14 days after a written reminder.

#### Article 13: Dispute Resolution

Dutch law applies to all Agreements between the client and the contractor

**application.**

**If the contractor and the client or customer have a dispute arising from this agreement, they are obliged first to try to resolve this dispute in consultation and, if this fails, to use mediation.**

**If consultation and/or mediation do not lead to a solution of the dispute, the competent judicial authority in the district where the contractor is established is exclusively authorized to take cognizance of the dispute.**