

# TERMS OF SERVICE

## 1. General

- 1.1. These terms of service apply to every agreement for services between a Client and De Sales Coach B.V. operating under the name The Sales Coach.
- 1.2. Dutch law applies to all relations between The Sales Coach and Clients.
- 1.3. All Proposals of The Sales Coach are without obligation

## 2. Value Added Tax (VAT)

In accordance with tax regulations, 21% VAT is invoiced for the training and advisory work if applicable.

## 3. Invoice

- 3.1. The Client will owe The Sales Coach the agreed fee. If no fee has been agreed, the Client will owe a fee based on The Sales Coach's standard rates.
- 3.2. The invoice amount must be received by The Sales Coach no later than 14 days after the invoice date, unless stated otherwise in the order confirmation. Failure to pay the invoice on time does not release the client from the obligations.

## 4. Cancellation

- 4.1. In case of cancellation by the client, the following percentages of the investment will be charged:
  - Cancellation or postponement up to and including 14 days before the start date of the first day: 100% of the total investment.
  - Cancellation or postponement of the 15th day up to and including the 28th day before the start date of the first day: 50% of the total investment.
  - Cancellation or postponement of the 29th day up to and including the 42nd day before the start date of the first day: 25% of the total investment.
  - Cancellation or postponement earlier than 42 days before the start date of the first day: zero.
- 4.2. Cancellations can only be communicated in writing. The day on which the written cancellation has arrived at The Sales Coach is the cancellation date.

## 5. Rates

With long-term routes, the rates are adjusted to the general trend as of 1 July and 1 January.

## 6. Travel Expenses

The costs incurred by participants and trainers and / or supervisors regarding travel, accommodation in hotels, conference centers, etc., will be accounted for by the client. These costs are invoiced directly to the client.

## 7. Custom terms & conditions

Alternative written agreed upon terms & conditions between Client and The Sales Coach overrule these General Terms & Conditions.

## 8. Intellectual Property (IP)

All materials created, developed and used in training courses delivered by The Sales Coach may not be multiplied and / or made available to third parties without written permission from The Sales Coach.

## 9. Confidentiality

- 9.1. All information resulting from the cooperation between The Sales Coach and clients is considered to be strictly confidential and treated as such.
- 9.2. In accordance with the rules of conduct, The Sales Coach does not report on individual performances of participants. The idea that one is judged has an inhibiting effect on openness and thus on the desired result of the training. Personal development accelerates when participants feel trust & confidence in both training and organizational environments.
- 9.3. All trainers employed by or associated with The Sales Coach have committed to this confidentiality.

## 10. Delivery

- 10.1. The Sales Coach selects the trainer(s) and determines the way services are delivered & executed.
- 10.2. If the client wishes to involve third parties in the execution of an assignment, approval of The Sales Coach is mandatory.
- 10.3. The Sales Coach may at all times involve third parties in the execution of an assignment.
- 10.4. The Sales Coach selects suitable locations for the training courses, unless otherwise agreed with The Sales Coach
- 10.5. The costs of the location (room rent and collectively used refreshments during the training) are at the expense of the client, unless otherwise agreed with The Sales Coach.

## 11. Changes in participants

- 11.1. Substitution of participant(s) is permitted only in consultation with The Sales Coach.
- 11.2. When replacing participants, the client must inform The Sales Coach about this in writing as soon as possible.
- 11.3. The Sales Coach has the unlimited right to replace trainer (s).

## 12. Information errors

- 12.1. The Sales Coach is not responsible for errors in print, typesetting, pricing or other information from training courses due to technical malfunctions.
- 12.2. The Sales Coach is not bound to the execution of the assignment / training with which price or conditions are displayed wrongly.