



General terms and Conditions

Article 1 - Definitions

In these General Terms and Conditions, the following definitions are applicable:

Contractor: The natural or legal person in its capacity as interim change manager, consultant, facilitator, coach or trainer, who offers services in the field of organizational development and change, leadership and team development.

Client: The natural or legal person who has commissioned the Contractor to provide services in the field of organizational development and change, leadership and team development.

Services: The services for which an assignment has been given, or that arise from or are directly related to the assignment.

Agreement: Any agreement between the Client and the Contractor for the provision of Services by the Contractor on behalf of the Client.

Article 2 - Applicability

1. These General Terms and Conditions govern the provision of all services from or on behalf of the Consultant to the Client and apply to all legal relationships between the Consultant and the Client.
2. Client agrees to general terms and conditions.

Article 3 – Formation of the agreement

1. Quotations and defined offers of services are without obligation and based on the information provided by the client.
2. The agreement is concluded by signing the quotation by the client or an agreement by e-mail addressed to mailto@sandraahlers.com

Article 4 – Implementation of the agreement

1. Every agreement leads to a best efforts' obligation for the contractor, in which the contractor is obliged to perform its service to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. If the contractor deems this useful or necessary, a service can be provided by third parties in consultation with the client and / or it can be assisted by third parties.
3. When the contractor is instructed to fulfill an assignment or part thereof in collaboration with a third party, the client will determine in consultation with all parties involved what everyone's task is. The contractor accepts no joint and several liability, nor liability for the performance of the task and the associated activities of the third party.

Article 5 - Fee and costs

1. Unless expressly agreed otherwise, the Contractor's fee consists of a predetermined fixed amount per agreement or per service provided and / or is calculated on the basis of fee per time unit worked by the Contractor.
2. All fees are exclusive of government levies such as VAT as well as travel and other costs incurred for the benefit of the client, including but not limited to invoices from third parties engaged.



SA CONSULTANCY

Keern 157B
1625 NK Hoorn

+31 (0)6 22 93 00 66

mailto@sandraahlers.com
www.sandraahlers.com

Bank NL62 TRIO 0390 9739 12
BTW NL002068888B07
KVK 37099704

3. Unless agreed otherwise in the agreement between the Client and the Contractor, 30% of the Contractor's fee must be paid in advance, 30% during the assignment and the remaining 20 must be paid in advance before the last service to be provided. The Contractor is entitled to suspend the delivery of the service until the Client has paid the Contractor or has guaranteed such payment in writing.

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

5. The Contractor applies a payment term of 2 weeks, unless otherwise agreed in the agreement between the Client and the Contractor.

Article 6 - Rates

1. Rates shall be determined and agreed with the client in advance and confirmed in writing, and shall be valid for the duration of the agreement.

2. The rates as offered in the service proposal shall be valid for the duration of 60 days from the date of the proposal.

Article 7 - Termination of the agreement

1. The contractor is entitled to terminate the agreement, with immediate effect, by means of a written notification by post or e-mail thereof to the client, if the client remains in default of payment of the invoice sent by the contractor, within the term set after written notice.

2. The contractor is entitled to terminate the agreement, with immediate effect, by means of a written notification by post or e-mail thereof to the client, if any obligation arising from this agreement is not or not properly fulfilled within 14 days after a written reminder.

3. Both the client and the contractor can terminate the agreement with immediate effect by means of a registered letter if the other is granted a moratorium or has been declared bankrupt.

Article 8 – Cancellation conditions

If activities, where the Contractor acts as a facilitator, trainer or coach, are canceled by the Client before the start of the relevant activity, the Contractor will charge the following costs of the canceled hours or agreed fee:

- Within 24 hours 100% of the costs of the canceled hours or of the agreed fee
- Within 1 week 75% of the costs of the canceled hours or of the agreed fee
- Within 2 weeks 50% of the costs of the canceled hours or of the agreed fee

You can cancel free of charge up to 1 month before the start of the activity.

Article 9 – Force majeure

If the contractor is prevented by force majeure from carrying out the agreed work in whole or in part, he has the right to suspend the performance of the agreement or to regard the agreement as dissolved in whole or in part, without being obliged to pay any compensation or guarantee. Force majeure here means; illness of the Contractor himself, illness of a family member or the loss of a loved one.

Article 10 - Liability

The contractor is only liable for damage suffered by the client, which is the direct and exclusive result of a shortcoming attributable to the contractor, on the understanding that compensation is only eligible for damage for which the contractor is insured, or reasonably, in view of the custom in the industry should have been insured.



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Article 11 – Disputes

1. All agreements and legal acts between the client and the contractor are governed by Dutch law.
2. If the client or contractor has a dispute arising from this agreement, they are obliged to first try to resolve this dispute in consultation and, if this does not work, to use mediation.

Recorded in Hoorn on 22 December 2022