



Terms and Conditions

OF:

Stichting Nederlandse Orde van Beroepscoaches (NOBCO) (Foundation Dutch Order of Professional Coaches)

Established in Haarlem and office in Nijkerk, Ambachtsstraat 15, 3861 RH, Netherlands, registered with the Chamber of Commerce Amsterdam under no. 34188394, hereinafter referred to as: the Foundation.

Article 1. Definitions

1. Terminology used in these Terms and Conditions is defined as follows:
Foundation: the board of NOBCO that has drawn up these Terms and Conditions;
Customer: The customer using the Foundation's services.
2. In the event of any discrepancy between the different versions of these general conditions, the most recent version will always prevail.

Article 2. Applicability of Terms and Conditions

1. These Terms and Conditions apply to all offers and agreements between the Foundation and the Customer in so far as the Foundation has stipulated that these Terms and Conditions apply, unless the parties have explicitly agreed otherwise in writing.
2. These Terms and Conditions also apply to all agreements with the Foundation performed by third parties.

Article 3. Performance of the Agreement

1. If and to the extent needed for proper performance of the agreement, the Foundation has the right to have certain activities performed by third parties.
2. The Customer takes care to timely supply all information which the Foundation deems necessary as well as any other information that the Customer should reasonably understand is necessary for performance of the agreement. If the Customer fails to timely supply the required information, the Foundation has the right to suspend performance of the agreement and to charge the Customer for any extra costs relating to the suspension, in accordance with the customary rates.

Article 4. Limitation of Liability

The Foundation is not liable for any damages, irrespective of its nature, arising from or related to its performance of the agreement if the Foundation has based itself on inaccurate or incomplete information provided by the Customer, unless the Foundation should have been aware of these inaccuracies, or incompleteness should have been knowable to the Foundation.

Article 5. Confidentiality

Parties must not disclose any confidential information provided to each other or obtained otherwise during performance of the agreement. Information is deemed to be confidential if it has been qualified as such by the other party or if confidentiality is implied by the (private) nature of the information.

Article 6. Intellectual Property

1. Notwithstanding the provisions of Article 5 of these Terms and Conditions, the Foundation hereby reserves the rights conferred on it by the Dutch Copyright Act.
2. All documents provided by the Foundation, such as reports, recommendations, designs, sketches, drawings, software etc., are intended for exclusive use by the Customer and may not be duplicated, made public or be disclosed to third parties without the Foundation's prior written consent.

Article 7. Dissolution of the Agreement

1. Any amounts owed to the Foundation are immediately due and payable in any of the following circumstances:
 - if, after conclusion of the agreement, circumstances have come to light that give the Foundation reasonable fear to believe that the Customer will not fulfil its contractual obligations;
 - if the Customer has failed to provide adequate security for fulfilment of his contractual obligations despite having been asked to do so by the Foundation at the time of conclusion of the agreement.
2. In the circumstances mentioned above, the Foundation has the right to suspend performance of the agreement, or to dissolve the agreement without prejudice to the Foundation's right to claim compensation.
3. The agreement will end automatically and immediately:
 - if the agreed period of the agreement has expired;
 - if parties mutually consent to end the agreement;
 - if the Customer becomes insolvent or bankrupt or is granted suspension of payment;
 - through dissolution of the Foundation;
 - through dissolution of the agreement pursuant to Article 10 'Non Compliance'.

Article 8. Defects; Time Limits for Complaints

1. The customer must report any complaints about services provided in writing to the Foundation within 8 days of ascertainment, yet ultimately within 14 days after completion of the services provided.
2. If the complaint is well-founded, the Foundation will as yet perform the operations as agreed on, unless it is established by the Customer that by that time these will no longer be of use to him. The Customer will inform the Foundation accordingly in writing.
3. In the event that performance of the agreed services is not possible or useful after all, the Foundation will only be liable within the limits of Article 11.

Article 9. Payment

1. Payment is due within 30 days from date of invoice, by method of payment indicated by the Foundation, in the same currency in which the invoice is presented.
2. After 30 days from date of invoice, the Customer is in default.
3. In the event of liquidation, bankruptcy or suspension of payment of the Customer, any amounts owed to the Foundation as well as any other obligations of the Customer vis-a-vis the Foundation, are immediately due and payable.
4. Any payments made by the Customer will firstly serve to settle any accrued interest and costs and secondly to settle the longest outstanding invoices, even if the Customer states that the payment is intended to settle an invoice of a later date.
5. At the discretion of the treasurer, an arrangement for payment may be agreed on in exceptional cases.

Article 10. Non-Compliance

1. If the Customer does not fulfil the obligations resulting from this agreement, the Foundation has the right to dissolve the agreement without prejudice to its right to receive the agreed payment, or its right to full compensation for damages.
2. After 30 days, a first 'late payment reminder letter' will be sent, after another 30 days a second 'late payment reminder letter' is sent and 20 days after that a 'final notice letter'. If the Customer fails to pay within 14 days of the final notice letter, he will be indebted an extra €50,= (exclusive of VAT) for administration costs.
3. If the Foundation's service concerns the association of a professional coach, then the final notice letter will include a statement to the effect that the professional coach is no longer associated, and that re-association within 14 days will be free of charge and after that will cost €50,=.
4. In the event that the client is in default of full payment of the amounts indebted to the contracted party, the client is liable for extrajudicial costs and the following applies:
 - a. To the extent that the client did not act while practising a profession or business, the contracted party may claim an amount equal to the maximum legally permitted compensation of extrajudicial collection costs permitted by law, as determined in the (Dutch) Compensation for Extrajudicial collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten) and calculated in accordance with this Decree, to the extent – after the default took effect – that the unsettled amount has not been paid by the client if the client, being in default, fails to pay the unsettled amount within 14 days from the day after a reminder notice was sent to him.
 - b. To the extent that the client did act while practising a profession or business, the contracted party may claim compensation of the extrajudicial (collection)costs, which, in deviation from article 96, subsection 4 of Book 6 of the Dutch Civil Code, and the Compensation for Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten), are set at 15% of the total outstanding principal amount, with a minimum of EUR 75,00 for each unsettled or partially unsettled invoice.
5. If an associated professional coach indicates that he is unable to pay and/or wishes to de-register, the registry office will notify him in writing that de-registration for the following registration year is possible until 1 December of that year of registration. The termination will take effect at the start of the following year of registration. No refunds of registration fees already paid for the current registration year are given.
6. If, immediately after registration, a professional coach wishes to de-register and has not yet paid the invoice for registration fees, he will be charged € 45,= exclusive of VAT) for administration costs.

Article 11. Liability

1. The Foundation is liable towards the Customer for any damage resulting from a failure to perform the agreement, only to the extent that the damage is due as far as these are the consequences of gross negligence or intent on the part of the Foundation. If and to the extent that the Foundation is liable for damages for any reason whatsoever, liability will never exceed the amount of the invoices. Moreover, if the agreement is entered into for a period of time exceeding 6 months, any liability on the part of the Foundation will be limited to the amount of the invoices due over the last 6 months prior to the termination of the agreement.
2. The Customer agrees to indemnify the Foundation against any liability and claims, whether made in or out- of-court, resulting from or in connection with the performance of services by the Foundation, except when claims for gross negligence or intent on the part of the Foundation are concerned.

Article 12. Force Majeure

1. In these Terms and Conditions, in addition to its statutory meaning and its meaning in case law, force majeure is defined as: all external causes, whether foreseen or not foreseen, which are beyond the Foundation's control precluding the Foundation to fulfil its contractual obligations. This includes managers' illness.
2. The Foundation also has the right to cite force majeure in the event that the circumstances that preclude (further) fulfilment of the agreement commenced after the moment the Foundation was supposed to fulfil the agreement.
3. As long as the event that constitutes force majeure continues, the Foundation's contractual obligations are suspended. In the event that the period in which the Foundation is not able to fulfil its obligations due to force majeure lasts more than 2 months, both parties have the right to dissolve the agreement without any requirement to pay compensation.
4. If at the beginning of the event which constitutes force majeure the Foundation had already partially fulfilled its obligations, or if the Foundation, due to force majeure, can only partially fulfil its obligations, it has the right to invoice the services provided and/or performable services. The Customer is obliged to settle the invoice as if it were a separate agreement. However, this does not apply in the event that the obligations already fulfilled and/or obligations that can be fulfilled have no value on their own.

Article 13. Applicable law

Dutch Law is applicable to all agreements entered into by the Foundation. Any disputes, arising from or as a result of legal acts to which these Terms and Conditions apply, will be brought before the District Court (*Arrondissementsrechtbank*) in Haarlem, except in those cases in which the Cantonal Court has jurisdiction.