

## GENERAL TERMS & CONDITIONS ASHWINA

### ARTICLE 1: DEFINITIONS

In these General Terms & Conditions, the following definitions apply:

**ASHWINA:** the sole proprietorship, operating under the name “ASHWINA”, with its registered office at Haagweg 141, 2281 AG Rijswijk and registered at the Chamber of Commerce under number 8233148 on behalf of whom ASHWINA Offers services in the field of business coaching and related activities, subject to these General Terms & Conditions.

**Client/customer:** the natural or legal person who works with ASHWINA enters into an Agreement and/or provides an Assignment to ASHWINA to provide a service in the field of business coaching, and related services and activities.

**Assignment:** all services and products that ASHWINA performs for the Client. This includes, but is not limited to: Providing physical and online (business) coaching and related activities to natural and legal persons (independent entrepreneurs, companies and organizations) through coaching, workshops, challenges, masterclasses, training courses, group sessions, interactive talks, acting as a speaker at (online) events and other commissioned work.

**Agreement:** oral or written Agreement between ASHWINA and Client under which ASHWINA will provide the Assignment and/or service to carry out.

**Parties:** ASHWINA and the Client

**In writing:** by letter, e-mail and digital means (including Whatsapp and social media).

**Website:** [www.ashwina.nl](http://www.ashwina.nl)

### ARTICLE 2. APPLICABILITY

2.1 These General Terms & Conditions apply to all ASHWINA Offers, Agreements concluded, services rendered, other actions performed, unless otherwise agreed in writing.

2.2 By signing an Agreement or by order confirmation, or by agreeing via the website by placing an online order with ASHWINA, or any Agreement in writing, the Client declares that he has taken notice of these General Terms & Conditions and that he agrees to these terms and conditions.

2.3 These General Terms & Conditions also apply to any Agreement in which third parties and/or suppliers are involved in the delivery of services or products by ASHWINA.

2.4 Deviations from these General Terms & Conditions are only valid if and insofar as they have been agreed in writing between the Client, the third party/supplier and ASHWINA.

2.5 The applicability of the General Terms & Conditions of the Client is rejected by using these General Terms & Conditions.

2.6 If one or more provisions of these General Terms & Conditions are null and void or should be annulled, the other provisions of these General Terms & Conditions will continue to apply in full.

2.7 The Client and ASHWINA will then enter into consultation to agree on a new provision to replace the void or voided provision, as much as possible in accordance with the purpose and intent of the original provision.

### **ARTICLE 3. QUOTES AND OFFERS**

3.1 Offers from ASHWINA are valid for the period stated in the Offer. If no term is specified, the Offer is valid until 14 days after the date on which the Offer was issued. If the Client does not accept an Offer or quote within the applicable term, the Offer or quote expires.

3.2 ASHWINA will indicate in the Offer which services are Offered including the price upon acceptance of the Offer. The prices stated in the Offer apply for the period stated, unless expressly otherwise agreed in writing. The Offer also states the agreed price of the chosen service/product or the usual hourly rate of ASHWINA with a pre-estimated number of hours/rate.

3.3 Assignments on an hourly basis are entered into without a notice period. The Client gives ASHWINA an Assignment for a number of hours to be determined. Termination is possible by either party without observing a notice period.

3.4 The prices stated in the Offer do not automatically apply to follow-up Offers.

3.5 ASHWINA is entitled to invoice the Client a deposit of 50% before execution of the Assignment.

3.6 Agreements about deadlines are agreed in writing. If delivery by ASHWINA depends on feedback or input from the Client, ASHWINA is never liable for delays during the execution of the Assignment. ASHWINA is entitled to unilaterally change deadlines.

3.7 If it appears that any information provided by the Client for execution of the Offer or the Agreement was incorrect, ASHWINA is entitled to adjust the relevant prices and other conditions.

3.8 All prices communicated by ASHWINA are amounts in euros excluding VAT and other established charges and/or fees and costs of third parties, unless explicitly stated otherwise.

3.9 The Client is obliged to pay the travel costs incurred by ASHWINA for the performance of its services. The fee is €0.19 cents excluding VAT per kilometer.

3.10 ASHWINA reserves the right to change prices during execution of the Agreement. If the prices of the products and/or services Offered increase after the Agreement has been concluded, the Client is entitled to cancel the Agreement as of the date on which the price increase takes effect. Price increases as a result of a statutory regulation or provision are hereby excluded.

3.11 ASHWINA is not liable and/or responsible for errors in the Offer if the Client could reasonably understand that the Offer and/or invoice, or a part thereof, contains an obvious mistake, clerical error or typing error.

3.12 If changes occur with regard to the circumstances on which ASHWINA relied on the provision of the intended service, coaching or course or any other Agreement, ASHWINA is authorized to include these changes in the execution of the Agreement or to adjust the prices.

#### **ARTICLE 4. EXECUTION & PERFORMANCE OF THE AGREEMENT**

4.1 The Agreement is concluded at the moment that ASHWINA has received an (oral) Assignment or an (oral) Offer confirmed and signed by the Client or the Offer has been signed and received by ASHWINA. It is possible to deviate from this if the Client is already known to ASHWINA.

4.2 The execution and performance time stated by ASHWINA starts after the Agreement has been concluded or on the agreed delivery date and after receipt of all necessary data and/or materials from the Client necessary to perform the Agreement.

4.3 After the Agreement has been concluded, it can only be changed with mutual written approval.

4.4 ASHWINA has the right to have certain services performed by third parties without having to inform the Client. If additional costs are incurred as a result of the performance of the services by third parties, these will be passed on to the Client after consultation. If the Client objects to the additional costs, the Client has the right to cancel the part of the Assignment that has not yet been performed, whereby the Client is obliged to reimburse the work performed so far by ASHWINA.

4.5 Changes to an original order by the Client may affect the agreed time schedule and the costs for execution and performance. The additional costs resulting from changes in the original order by the Client are for the account of the Client. As far as possible, ASHWINA will provide a statement of the additional costs prior to the work.

4.6 When making an appointment for a session, the Client provides ASHWINA with the information required for ASHWINA, such as: name, address, place of residence, telephone number and e-mail address of the Client, VAT number, or the necessary information about the person (o)n(s) for whom the appointment is made.

4.7 The Client also provides - if applicable - further information to ASHWINA which is important to ASHWINA for the execution of the Assignment. The Client will receive a confirmation of the appointment made by e-mail from ASHWINA. The Client might receive a registration form or other questions by ASHWINA for due performance of the Agreement with the request to complete and return the form and/or to provide the necessary information. As described, the Client agrees to the "Terms and Conditions & Privacy Statement" as soon as ASHWINA has received the registration form. The "Terms and Conditions & Privacy Statement" can be found on the website [ashwina.nl](http://ashwina.nl).

4.8 If the Client does not provide the necessary information to ASHWINA, if the information is incomplete, incorrect or late, the appointment is cancelled immediately. Any costs or expenses already incurred by ASHWINA must be reimbursed by the Client to ASHWINA immediately.

## **ARTICLE 5. PAYMENT**

5.1 Payments for services (including courses, online program, consultations, individual lessons, workshops, trainings) must be paid within maximum 7 days after sending the invoice to bank account number NL46 KNAB 0413 9101 05 - ASHWINA, stating: the invoice number.

5.2 If the Client does not meet its payment obligation in time, the Client will be in default by law without the need for further notice of default.

5.3 In case of late payment, ASHWINA can decide to suspend its activities until the moment of payment. If late payment occurs regularly, ASHWINA may decide to unilaterally terminate the Assignment.

5.4 If the Client has not yet fulfilled his obligations within 7 days, the Client will owe the statutory interest plus the extrajudicial collection costs on the outstanding invoice amount from this moment. Any other additional costs, such as judicial collection and execution costs, can also be recovered from the Client.

## **ARTICLE 6. CANCELLATION & WITHDRAWAL**

6.1 Cancellation by the Client must take place in writing and in consultation with ASHWINA.

*If the execution of the Assignment has already started:*

6.2 In the event of partial participation or premature termination by the Client (not being a private customer) of an Assignment that has already commenced, no refunds will be made. In the event of interim dissolution, the Client remains fully obliged to pay the full agreed Offer amount. The Client is entitled to transfer his/her participation to another person or Client as long as the person meets the same participation conditions.

6.3 ASHWINA reserves the right to claim compensation and/or cancellation costs, consisting of all costs that ASHWINA has incurred up to that point, including costs for loss of profit.

6.4 Refunds are only available for private customers.

*If the execution of the Assignment has not yet started:*

6.5 In the event of cancellation of appointments for consultations & sessions by the Client:

For one-off sessions/consultation/coaching:

The Client can cancel his/her appointment free of charge up to 3 days in advance. ASHWINA charges cancellation costs if the appointment is canceled 3 days or less in advance by the Client. The costs for cancellation are:

- in case of cancellation from 3 to 1 day(s) in advance: 50% of the consultation costs are due;
- in case of cancellation within 24 hours in advance: 100% of the consultation costs are due.

For (online) Courses, Programs/group trainings & Public speaking Assignments:

- Between 1 and 2 months from the time of cancellation until the time of the Assignment: 20% cancellation fee;
- Between 0 and 1 month from the time of cancellation to the time of the Assignment: 50% cancellation fee.
- Within 1 to 2 weeks from the time of cancellation up to 24 hours in advance: 75% cancellation fee.
- Within 24 hours: 100% cancellation costs including any travel and accommodation costs or other additional costs.

*In the event of cancellation or rescheduling of a service by ASHWINA, the following applies:*

6.6 ASHWINA reserves the right to cancel or reschedule a consultation in the event of unforeseen circumstances and/or force majeure (including illness, disability, death) or in the event of insufficient registrations.

6.7 If ASHWINA is forced to move a service due to unforeseen circumstances or force majeure, the Client reserves the right to be present for a date to be determined if the circumstances permit, without the Client being entitled to a refund of any fees paid and The Client remains obliged to pay the (remaining) owed rate and/or amount.

6.8 In the event of cancellation or rescheduling of a service, ASHWINA will immediately notify the Client by e-mail – and if necessary, by telephone.

6.9 In these cases, the Client cannot claim compensation and/or reimbursement of costs incurred.

6.10 The private customer/consumers may withdraw from an Agreement relating to the purchase of a service within 14 days without stating reasons. ASHWINA may ask for the reason for withdrawal or cancellation or termination of the Agreement.

6.11 The withdrawal period referred to in Article 6.10 starts on the day after the customer has purchased the service.

6.12 If the customer makes use of the right of withdrawal, he/she reports this to ASHWINA within the cooling-off period. In case of delivery within the cooling-off period, the customer gives explicit permission to provide the services after ASHWINA has explicitly requested this.

6.13 If the customer makes use of the right of withdrawal, all additional Agreements connected to this Agreement will be terminated.

6.14 The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the customer.

6.15 It is not possible to exchange and/or return purchased digital products, including an e-book or online course/coaching. By ordering and paying for the digital products, the customer gains access to his/her purchase. The customer expressly agrees that he/she hereby waives the right to make use of the cooling-off period and the right to withdraw from the Agreement.

6.16 ASHWINA can exclude products and services from the right of withdrawal, this will be indicated to the customer with the Offer and again in time for the conclusion of the Agreement.

## **ARTICLE 7. EFFORT OBLIGATION ASHWINA**

7.1 ASHWINA makes every effort to carefully perform the service(s) purchased by the Client, to represent the interests of the Client to the best of her knowledge, as can and may be expected from a reasonable and professionally acting professional.

When executing the Agreement, ASHWINA will strive for the intended result agreed in the Offer as much as possible. However, ASHWINA can never be addressed based on a result obligation. For coaching Assignments, the Client is also jointly responsible for the results to be achieved.

7.2 ASHWINA does not make medical diagnoses, does not prescribe medicines and does not provide medical services. All services, on the other hand, are based on methods known, documented and accepted in the coaching profession.

7.3 The Client does everything that is reasonably necessary or desirable to enable the correct execution of the purchased service(s) by ASHWINA or to achieve a usable result of the purchased service(s). This may include, among other things: the timely execution of complete, sound and clear data and/or information, of which ASHWINA indicates or of which the Client understands or should reasonably understand that these are necessary for the performance of the Agreement, following advice, tips and applying the tools/skills offered by ASHWINA, maintaining e-mail contact with some regularity regarding the state of affairs or progress, etc.

## **ARTICLE 8. COPYRIGHT & INTELLECTUAL PROPERTY**

8.1. All intellectual property rights to all documents, methods, ideas, advice, offers, workshops, online training, techniques, books, e-books, photos, videos, instruments, handouts developed or made available in the context of the services , worksheets, digital social media posts and other teaching materials as well as preparatory material, products of the mind rest exclusively with ASHWINA and may not be used, edited or processed without the express written permission of ASHWINA other than as intended in the context of the original purposes.

8.2. The products and/or services supplied by ASHWINA may never be reproduced or resold, in part or in full, unless otherwise agreed in writing.

8.3. The content of the website, including but not limited to: the texts, images, design, brands and domain names, are the property of ASHWINA and are protected by copyrights and intellectual or industrial property rights that exist under applicable law. Users of the website

are not permitted to reproduce or make available the website or any part thereof without permission.

8.4. All copyrights and intellectual property on products of the human mind developed by ASHWINA are and remain the exclusive property of ASHWINA, unless the rights are bought off or otherwise agreed upon.

8.5. Any act contrary to Article 7 is considered copyright infringement.

## **ARTICLE 9. LIABILITY**

9.1 All possible adverse consequences resulting from the withholding of information in the course of delivery of products or execution of services between Parties or otherwise known factors that may affect the services offered by ASHWINA, or incorrect and/or incomplete data provided by the Client are responsibility and on account of the Client or service representative.

9.2 The Client is and remains responsible at all times for performing actions as acquired during a service provided by ASHWINA in order to ensure that the service runs smoothly, product delivered correctly and/or Offer executed properly.

9.3 The use of a service of ASHWINA and any decisions made as a result of the services provided and associated information, is the sole responsibility of the Client. ASHWINA accepts no liability in any form whatsoever, including but not limited to errors or shortcomings in the materials made available, misunderstandings, errors and shortcomings regarding the execution of the Agreement, errors or shortcomings by third parties engaged by ASHWINA and situations of force majeure.

9.4 In the unlikely event that by provisions of this article ASHWINA is nevertheless held liable for attributable shortcoming in the fulfillment of the Agreement, ASHWINA is only liable for replacement compensation up to a maximum of the amount of the last invoice paid by the Client, unless in the event of a clear intent or deliberate recklessness. This amount does not exceed €1000 and in any case always limited to a maximum of the amount that the insurer pays to ASHWINA in the relevant case. In the case of a continuing performance contract, any liability is limited to compensation for direct damage up to a maximum of the amount of the last invoice paid by the Client. Any other liability for any other form of damage is excluded, including compensation for indirect damage, consequential damage or damage due to lost turnover or profit.

## **ARTICLE 10. COMPLAINTS PROCEDURE**

10.1 In case of complaints made by the Client about the services and/or products provided, ASHWINA will consult with the Client about a solution that is suitable for both. Complaints about the execution of the Agreement must be submitted fully and clearly described to ASHWINA within a reasonable time, but no later than 1 (one) month after the complaint has arisen. The Client can report a complaint or comment in writing, preferably by e-mail to [contact@ashwina.nl](mailto:contact@ashwina.nl).

10.2 Complaints submitted to ASHWINA will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the Client will be contacted within the period of 14 days with a notification of receipt and an indication when the Client can expect a more detailed answer.

#### **ARTICLE 11. DISPUTES**

11.1 The parties will first attempt to settle any disputes in mutual consultation and mutual agreement before appealing to the courts.

11.2 The District Court of The Hague has exclusive jurisdiction, unless the law prescribes otherwise.

11.3 Agreements between the Parties to which these General Terms & Conditions apply are exclusively governed by Dutch law.

#### **ARTICLE 12. CHANGES**

ASHWINA has the right to change sessions, dates, times and/or location(s) before or during sessions as the circumstances require.

#### **ARTICLE 13. OTHER**

In cases where these General Terms & Conditions do not provide a clear statement, ASHWINA decides upon the interpretation of these General Terms & Conditions. These General Terms & Conditions can be requested free of charge at all times from ASHWINA.

#### **ARTICLE 14. CONTACT DETAILS**

ASHWINA

Haagweg 141

2281 AG Rijswijk

Contact person: Ashwina Ganpat

E: [contact@ashwina.nl](mailto:contact@ashwina.nl)

I: [www.ashwina.nl](http://www.ashwina.nl)

These General Terms & Conditions were last amended in February 2022.