

General Terms and Conditions of Delivery of sabinewensing.com (part of Wensing Coaching) - located at Tolhuislaan 123, 4875AK Etten-Leur, Nederland

Definitions

In these general terms and conditions of delivery, the following definitions shall apply:

Sabinewensing.com (Contractor) who uses these general terms and conditions of delivery to offer (Relationship) Coaching, Counselling a (see Assignment).

Client(s): the person(s) (as an individual and/or as a couple) who participates in a Counselling, Coaching or Relationship Counselling process.

Assignment: all sessions and services (and products) provided by sabinewensing.com to the Client, including Relationship Coaching, Counselling, Retreats training and other forms of assistance, or all in the broadest sense of the word, as well as all other activities of any nature whatsoever carried out for the benefit of the Client in the context of an Assignment, including activities not carried out at the Client's explicit request.

Article 1 Scope of application

1. These General Conditions of Delivery shall apply to Assignments to and all offers and Assignments to which Sabinewensing.com is a party, unless expressly agreed otherwise in writing.
2. All offers are without obligation. Any purchase or other terms and conditions of the Client shall not apply unless they have been expressly accepted in writing by Sabinewensing.com.
3. The present terms and conditions of delivery shall also apply to Engagements with the Client for the execution of which third parties must be engaged by Sabinewensing.com.
4. Not only sabinewensing.com but also all persons or companies involved in the execution of any Assignment Sabinewensing.com may invoke these terms and conditions of delivery.
5. These terms and conditions of delivery shall also apply to additional Assignments and follow-up Assignments from the Client.

Article 2 Entering into an Assignment

1. Assignments and further assignments not entered into in writing shall not be binding on Sabinewensing.com until they have been confirmed in writing by Sabinewensing.com.
2. The obligations of Sabinewensing.com never go beyond what has been confirmed in writing by Sabinewensing.com.

Article 3 Quotation and completion of the commitments

1. All written offers by Sabinewensing.com are without obligation and valid for 14 days after the date of the offer, unless the offer expressly states otherwise in writing. If the Client has not accepted the offer within the aforementioned period, the offer shall lapse unless an extension of the offer has been agreed in writing. After the offer expires, Sabinewensing.com has the right to change the offer.
2. The offer is based on the information provided by Client, whereby Sabinewensing.com may rely on its accuracy and completeness.
3. An Assignment is only established if Client and Sabinewensing.com have both signed the acceptance of the offer in writing "the Proposal".
4. The Assignment between Sabinewensing.com and a Client shall be entered into for an indefinite period of time, unless the nature of the Assignment dictates otherwise or the parties expressly agree otherwise in writing.
5. Sabinewensing.com cannot be held to its quotations or offers if the Client can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or error.
6. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or proposal, Sabinewensing.com is not bound by it. The Commission will not be effected in accordance with this deviating acceptance, unless Sabinewensing.com indicates otherwise.
7. A composite quotation does not oblige Sabinewensing.com to perform part of the Commission for a proportionate part of the quoted price.
8. Quotes do not automatically apply to future Assignments.

Article 4 Cooperation by the Client

1. The Client shall always provide Sabinewensing.com, in good time, with all useful and necessary data or information and shall cooperate fully.
2. Client guarantees the accuracy, completeness and reliability of the information provided to Sabinewensing.com, even if it originates from third parties.

3. If the execution of the Assignment is delayed because Client does not comply with his obligation mentioned in Article 4.1 or the information provided by Client does not meet the provisions of Article 4.2, the resulting additional costs shall be borne by Client and Sabinewensing.com shall be entitled to charge for the additional work that has become necessary as a result.
4. Sabinewensing.com is not liable for damages of any kind, because Sabinewensing.com has assumed incorrect and/or incomplete data provided by the Client, unless this incorrectness or incompleteness should have been known to her.

Article 5 Implementation

1. Sabinewensing.com assumes an obligation of effort in the execution of the Assignment and will carry out this Assignment to the best of its knowledge and ability in accordance with the requirements of good craftsmanship. Sabinewensing.com shall work in accordance with the Code of Ethics of NOBCO (Dutch Association of Professional Coaches).
2. Sabinewensing.com will take into account as much as possible the reasonable wishes of the Client when executing the Assignment, provided that this, in the opinion of Sabinewensing.com, is conducive to a proper execution of the Assignment.
3. If and insofar as required for a proper execution of the Engagement, Sabinewensing.com has the right to have certain activities carried out by third parties. This will always be done in consultation with the Client.
4. Couples Coaching and/or counselling and/or services provided by Sabinewensing.com to the Client should always be seen as a supplement to any regular (or yet to follow) treatment by regular medicine or other treatments and not as a replacement. Sabinewensing.com will never discourage or advise against a treatment by regular medicine or other treatments. Sabinewensing.com therefore accepts no liability for the consequences including costs and damages as a result of the Client stopping a treatment by a regular practitioner or other treatments.
5. The Client bears the responsibility, accountability and authority for his/her own behaviour and its consequences, both during the time Sabinewensing.com and Client spend together and afterwards. Sabinewensing.com does not give advice on decisions or changes to be made in one's life. Sabinewensing.com exclusively supports the Client's own process and choices, although it does happen that a range of possibilities are discussed to support the Client's process of insight enhancement and awareness. However, at all times the Client remains fully responsible for their own behaviour and its consequences. Sabinewensing.com is not responsible or liable in any way, for decisions to be made or changes already made in the Client's life.

Article 6 Changes and Additional Work

1. The parties may agree in the interim that the approach and scope of the Assignment and/or the work resulting from it will be expanded or changed. Additional work will in principle only be carried out by Sabinewensing.com if a further written Assignment has been signed by the parties.
2. The Client will be compensated for this additional work in accordance with Sabinewensing.com usual rates. An additional invoice will be sent for the additional work or it will be set off against the total invoice for the Commission.
3. The Client accepts that changes in the activities referred to in Article 6.1 may affect the agreed or expected time of completion of the Assignment.
4. If, in Sabinewensing.com's opinion, a change in the execution of the Assignment is necessary in order to meet the obligations towards the Client, Sabinewensing.com is entitled to make this change, in all reasonableness and fairness.

Article 7 Fee

1. The parties may agree on an hourly rate or a fixed fee when establishing the Assignment.
2. Both rates are inclusive of travel and accommodation expenses (with the exception of expenses for overnight stays) and reporting.
3. Sabinewensing.com may increase the fee if it becomes apparent during the execution of the work that the amount of work originally agreed upon or expected when concluding the assignment was underestimated to such an extent, and this is not attributable to Sabinewensing.com, that Sabinewensing.com cannot reasonably be expected to perform the agreed work for the fee originally agreed upon. In this case, Sabinewensing.com will inform the Client of the intention to increase the fee or rate. Sabinewensing.com will indicate the extent of the increase and the date on which it will take effect.

Article 8 Price and payment

1. The Client must pay within 14 days after the date of the invoice, without any discount or offsetting, by transferring the amount to a bank account designated by Sabinewensing.com. The invoice will be sent at the start of the session (after the intake and agreement of both parties for the continuation of the session) unless it concerns a one-off session, in which case the invoice will be sent afterwards.
2. If the Client fails to pay the amounts due within the agreed period, he will be in default without any notice of default being required. Sabinewensing.com has the right to pass on the claim, in which case the client will also be obliged to pay extra-judicial collection costs, the amount of which is set at 15% of the total amount owed, as well as any legal costs.

3. If the Client objects to an invoice from Sabinewensing.com, the Client will notify Sabinewensing.com within 14 days of the date of the invoice. The Client has 14 days after the date of the invoice in which to substantiate this objection in writing. If the Client has not complied with the above, the Client will be deemed to have accepted the invoice.
4. Furthermore, Sabinewensing.com has the right to pass on price increases if, between the time of the offer and the delivery, the rates with regard to, for example, wages and/or comparable market rates have increased.
5. If, due to a cause of force majeure as mentioned in Article 10, the Assignment cannot go ahead, the Client will be informed as soon as possible. If the Client and Sabinewensing.com do not agree on a replacement date for the Assignment, the amount already invoiced will be credited and the amount already paid will be returned by Sabinewensing.com within 10 days.
6. The following applies to Clients: the intake is without obligation and free of charge. If, after the intake, a decision is made to enter into an Assignment with each other, the costs for the intake will be invoiced. If after the intake it is decided not to conclude an Assignment then there will be no invoice.
7. The following applies to the Client: in the event of liquidation, bankruptcy or suspension of payment of the Client, the claims of Sabinewensing.com and the obligations of the Client towards Sabinewensing.com will be immediately due and payable.

Article 9 Deadlines

Exceeding an agreed delivery time does not give the Client the right to cancel the order, or to refuse to purchase or pay for services, unless the Client has given Sabinewensing.com a reasonable time limit in writing for delivery and Sabinewensing.com has not fulfilled its obligations within this time limit either.

Article 10 Force Majeure

In the event of force majeure, the delivery and other obligations of Sabinewensing.com shall be suspended. In that case, Sabinewensing.com is obliged to deliver as soon as this is reasonably possible. Force majeure also includes unforeseen circumstances regarding persons and/or materials used or usually used by Sabinewensing.com in the execution of the Order, which are of such a nature that the execution of the Order becomes impossible or so difficult and/or disproportionately expensive that prompt compliance with the Order cannot reasonably be required of Sabinewensing.com.

Such circumstances include: government measures, company, traffic and/or transport disruptions, disruptions in the delivery of a finished product and/or resources, illness (of personnel deployed), strikes, lockouts, impediments by third parties, technical complications unforeseen by both parties, etc. If Sabinewensing.com has already partially fulfilled its obligations when the force majeure occurs, Sabinewensing.com has the right to invoice separately what has already been delivered and the Client is obliged to pay this invoice as if it were a separate transaction.

Article 11 Confidentiality

1. The parties are obliged to keep confidential all confidential information and/or data which they have obtained from each other or from another source in the context of the Assignment. Information shall be considered confidential if the other party has indicated so or if this follows from the nature of the information.
2. The Assignment will not be referenced externally by Sabinewensing.com without the Client's permission.

Article 12 Liability

1. Except in so far as is impossible under Dutch law, all liability of Sabinewensing.com shall be limited to the amount paid out in the case in question by its liability insurance. If, for whatever reason, no payment is made by this insurance, any liability shall be limited to compensation for direct loss up to a maximum of the amount of the Commission invoiced up to the time of the error.
2. Sabinewensing.com total liability for attributable failure to comply with the Order shall be limited to compensation for direct damage up to a maximum of the amount of the Order declared up to the moment of the failure.
3. If Sabinewensing.com is liable for direct damages, such liability shall be limited to a maximum of twice the amount of the Statement of expenses, or at least that part of the Assignment to which the liability relates, or at least to a maximum of €250 (in words: two hundred and fifty Euros).
4. In the event of Engagements with a duration of more than one year, the compensation shall be limited to a maximum of one time the annual fee.
5. Sabinewensing.com liability for attributable shortcomings in the fulfilment of the Commission will only arise if Client is immediately and properly declared to be in default in writing, stating a reasonable time period to remedy the shortcoming, and Sabinewensing.com remains in breach of contract even after this period.
6. Sabinewensing.com is not liable for damages caused by Client's failure to provide timely and accurate information that Sabinewensing.com believes is necessary for the proper execution of the Engagement.
7. Apart from the liability referred to in Article 12 paragraph 1, Sabinewensing.com shall not be liable for damages to Client and/or third parties, regardless of the grounds on which an action would be based.
8. A claim will in any case lapse if Sabinewensing.com is not notified in writing of the claim within one year of the discovery of an event or circumstance that gives rise or may give rise to liability.

Article 13 Intellectual Property

1. Insofar as any copyright, trademark, design, trade name or other intellectual property rights rest on the services provided by Sabinewensing.com in execution of the Assignment, Sabinewensing.com is and will remain the holder or owner of these rights. The Client may only use the material carriers of these rights for the purpose for which they were provided to the Client, not reproduce them and not change or remove any copyright, trademark, model, trade name or other indications.
2. Sabinewensing.com retains the right to use the knowledge gained in carrying out the work for other purposes, as long as no confidential information is brought to the attention of third parties.

Article 14 Privacy

Sabinewensing.com respects the privacy of the Client and is responsible for the processing of personal data. Sabinewensing.com handles personal data with care and confidentiality. This is laid down in the Personal Data Protection Act (WBP) and as of 25 May 2018 it is the General Data Protection Regulation (AVG). See here for the privacy statement.

Article 15 Cancellation

1. Sabinewensing.com reserves the right to cancel Assignments in whole or in part in the event that laws, regulations, jurisprudence or (semi-)government policy changes to such an extent that compliance can no longer reasonably be required of Sabinewensing.com. In such cases, Sabinewensing.com must inform the Client of the cancellation in writing. The Client is not entitled to claim any compensation in such cases.
2. A counselling or couple coaching session (as part of an Assignment) can be cancelled or rescheduled free of charge up to 72 hours before the start of the session. If the session is cancelled or rescheduled within 72 hours, Sabinewensing.com has the right to charge the full rate that was agreed for the Assignment. If the Client does not appear on the date of the Assignment, the same rates will be applied.
3. After confirmation of the Assignment, a period of 14 days goes into effect. During this time, cancellations can be made free of charge. If the Assignment must be cancelled after this period, Sabinewensing.com will charge an administration fee of €100 up to 90 days before the start. Up to 60 days before the start of the session an amount of € 450. From 30 days before the start, the full cost of the Assignment will be charged.

Article 16 Indemnification

The Client shall indemnify Sabinewensing.com against any claims by third parties who may suffer damage in connection with the execution of the Assignment and which is attributable to the Client.

Article 17 Termination

Premature termination of an Assignment shall only be possible if the parties have expressly agreed to this in writing or upon payment of the amount due until the original end of the Assignment as agreed in the confirmed Assignment confirmation/quotation by the Client, unless the parties have agreed to another payment in writing.

Article 18 Applicable law

All Engagements shall be governed by Dutch law.

Article 19 Disputes

1. All disputes between Sabinewensing.com and Client arising from this Assignment or any Assignments and deeds resulting from it shall be settled by legal proceedings before the competent court in Breda. This in the event that no mutual solution is found after Client has submitted the complaint to Sabinewensing.com.
2. Sabinewensing.com is a member of NOBCO (Dutch Association of Professional Coaches). An appeal can be made to the relevant complaints procedure.
3. All judicial and extrajudicial costs reasonably incurred as a result of the Client's failure to comply with obligations arising from the Commission shall be borne by the Client.

Article 20 Final provision

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1. Sabinewensing.com has the right to amend these General Conditions of Delivery. The last handed over version of the General Terms of Delivery shall always apply.
2. If one or more provisions of these General Terms of Delivery prove to be null and void or are annulled, the remainder of these General Terms of Delivery shall remain in effect. The void or voided provision(s) shall then be replaced by a legally valid provision, which shall approximate the void or voided provision(s) as closely as possible as far as the content, purport and effect are concerned.
3. The Client shall not be entitled to transfer his rights and obligations arising from the Assignment without the prior written consent of Sabinewensing.com.