



Coaching with Charlie - Terms and Conditions

Definitions:

1. Charlotte Louise (Charlie) Raiser: Owner of Coaching with Charlie, established in Amsterdam, The Netherlands, Chamber of Commerce No. 81961448
2. Customer: The party which Charlie Raiser has gone into an agreement with
3. Parties: Charlie Raiser and the customer together
4. Consumer: A customer who is an individual acting for private purposes

Applicability:

1. These terms and conditions apply to all quotations, activities, offers, orders, agreements or deliveries services by or on behalf of Charlie Raiser
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of a third party

Prices

1. All prices used by Charlie Raiser in quotes are in euros, inclusive of VAT, and exclusive of any other costs such as administration and travel costs unless explicitly stated otherwise.
2. All quotes made by or on behalf of Charlie Raiser are without obligation, in terms of price, content and delivery time, and expire after 30 days.
3. The parties form a agreement at the moment the quote is signed by the client and received and accepted by Charlie Raiser.
4. Charlie Raiser is entitled to adjust the prices of their services as shown on the website or otherwise, at any point in time.
5. The service price is determined by Charlie Raiser, based on actual hours.
6. The price is calculated according to the standard hourly rate of Charlie Raiser, valid for the period on which she carries out the work, unless a different rate has been agreed upon.
7. If the parties have agreed upon a total price for the services provided by Charlie Raiser, this is always a target price, unless the parties have agreed upon a fixed price in writing, which cannot be deviated from.
8. Charlie Raiser is entitled to deviate up to 10% from the target price.
9. If the target price exceeds 10%, Charlie Raiser must let the customer know why a higher price is justified.
10. If the target price exceeds 10%, the customer has the right to cancel the part of the service that exceeds the target price by 10%.



11. Charlie Raiser has the right to adjust prices annually.
12. Charlie Raiser will communicate the price change before the price increase becomes effective.
13. The customer has the right to terminate the agreement with Charlie Raiser if they do not agree with the price increase.

Payment

1. Payments for the services must be paid in advance before the start of the first session.
2. If it is agreed that payments will be paid in instalments, the first instalment needs to be paid before the start of the first session.
3. The customer must have paid the full amount, or the first part of the instalment, within at least 7 days after the offer was made.
4. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the final day of the payment term, they are legally in default, without Charlie Raiser needing to send a reminder.
5. Charlie Raiser reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services.

Consequence of late payment

1. If the customer does not pay within the agreed term, Charlie Raiser has the right to charge an interest of 2% per month from the day the customer is in default. A part of a month is counted for the whole month.
2. If the customer does not pay on time, Charlie Raiser may suspend her obligations until the customer has met their payment obligation.
3. If the customer is in default, they are also due to extrajudicial collection costs and may be obliged to pay any compensation to Charlie Raiser.

Execution of the agreement

1. As agreement between parties refer to services, these services only contain best effort obligations for Charlie Raiser, not obligations of result.
2. Charlie Raiser will perform the agreement to the best of her knowledge and ability and in accordance with the requirements of good workmanship.
3. The execution of the agreement takes place after mutual consultation and after written agreement and payment of the required costs are made.
4. It is the responsibility of the customer that Charlie Raiser can start the implementation of the agreement on time.



5. If the customer has not ensured that Charlie Raiser can start the implementation of the agreement on time, Charlie Raiser has the right to charge for the resulting additional costs/ extra hours.
6. The customer shall make available all information and documents necessary to the correct execution of the agreement prior to the first session. This includes but is not limited to the filled out and signed intake form, and the signed consent form to be sent to the client after the agreement has been made.
7. The customer guarantees the correctness, and reliability of the information provided in the requested documents.
8. If the customer does not timely or properly provide the information or documents reasonably required for the execution of the agreement, Charlie Raiser has the right to charge for the resulting additional costs/extra hours.

Duration and Termination

1. The duration of the agreement for a coaching and counselling trajectory is determined in the quote and after acceptance by the client. Early termination is only possible if the parties have agreed to this in mutual consultation.
2. Charlie Raiser has the right to terminate the agreement with immediate effect without notice of default or judicial intervention if the client is unable to meet their financial obligations within the agreed term.
3. When a trajectory agreement has been made, the sessions paid for in advance do not expire. This means that remaining sessions within a trajectory agreement can be made use of at any point in time, upon agreement between the parties.

Rescheduling agreement

1. Charlie Raiser reserves the right to cancel or reschedule sessions free of charge in the event of illness, incapacity for work, death or serious illness of family or loved ones, as a result of which she is unable to carry out her assignment properly.
2. Sessions can be cancelled or rescheduled by clients free of charge, if done so at least 48 hours before the scheduled session.
3. If the client cancels a session 24 hours or less, before the start of the session, 100% of the session costs will be charged.
4. If the client cancels a session from 48 hours to 24 hours before the start of the session 50% of the session costs will be charged.
5. When a trajectory agreement has been made, and sessions have been paid for in advance, sessions may be rescheduled or cancelled 12 hours before the start of the session without extra costs. If sessions are rescheduled or cancelled less than 12 hours before the start of the session, 100% of the costs for the session will be charged, resulting in a 'lost' session.



Confidentiality

1. Both parties are required to keep all sensitive information shared between them strictly confidential.
2. Charlie Raiser works according to the highest standards of confidentiality. No personal data or information, nor any content shared during a coaching session will be shared with anyone else, unless explicitly agreed to between the parties in writing.
3. Data handling follows General Data Protection Regulations (GDPR), meaning that any data shared with Charlie Raiser will be kept securely in a password protected folder for no longer than 6 months after the completion of the coaching agreement.
4. All customers will get the opportunity to personally save the relevant data and documents on their own devices should they wish to.
5. In the event of immediate danger to the client and or society, Charlie Raiser reserves the right to share relevant information to authorized bodies or persons if this can prevent the danger.
6. The principle of confidentiality applies to all other means of communication, such as email, post, fax, voicemail, and other means. Unless agreements have been made in advance, only Charlie Raiser and the client are the ones who see the communication via these mediums. Parties should be aware that a number of mediums are managed by third parties and can therefore not always contain confidential content.

Liability

1. Charlie Raiser has a best-efforts obligation towards the client, never a result obligation.
2. Charlie Raiser is never liable for direct damage or indirect damage, emotional damage or damage resulting from decisions taken by the client, whether in consultation with the contractor.
3. The customer is at all times responsible for the choices made, their own behaviour, and the consequences thereof, both during the time that the client and Charlie Raiser work together and afterwards.

Retention of property

All goods delivered and lent by the contractor, possibly including tests, cards, games, sketches, software, books, drawings, exercises, etc., remain the (intellectual) property of the contractor, and are exclusively intended to be used by the client and may not be reproduced, made public or made known to third parties without the contractor's prior consent.

1. The customer is not authorized to pledge or in any other way encumber the goods subject to retention of title.



2. If third parties seize the goods delivered subject to retention of title or wish to establish or enforce rights thereon, the customer is obliged to inform Charlie Raiser of this as soon as can reasonably be expected.
3. The customer undertakes to take optimal care of the goods delivered under retention of title and to return them to the contractor in optimal usable condition. In the event of damage caused by the client, Charlie Raiser has the right to request for compensation.

Complaints

1. Charlie Raiser and Coaching with Charlie is a registered member of the Landelijke Vereniging voor Supervisie En Coaching (LVSC) in the Netherlands. As such, Coaching with Charlie works according to the LVSC Code of Ethics and utilizes their complaints regulation.
2. If a delivered service does not comply with what the customer could reasonably expect from the agreement, or the customer has a complaint, the customer must inform Charlie Raiser of this as soon as possible, and in any case within 1 month after discovery. According to the LVSC complaints procedure, the customer must report their complaint in writing (via email) or by telephone to Charlie Raiser.
3. Following this, an invitation to discuss this complaint with Charlie Raiser will be sent out with the opportunity to come to an agreement on how Charlie Raiser can remedy the complaint. If no agreement or solution can be reached, the customer may submit their complaint to the professional association LVSC who will take care of the further processing.
4. Further information on the complaints procedure can be found [here](#).