



# TERMS & CONDITIONS & PRIVACY STATEMENT

Whenever I collaborate with (a) coachee(s) or any other client, the following terms and conditions and privacy statement apply. When you decide to make use of my services, I assume you are aware of and agree with my terms and conditions and privacy statement. The latest version c.q. the version circulating when our agreement was made, applies. The terms and conditions and privacy statement are published and accessible via [www.devrijeruimte.coach](http://www.devrijeruimte.coach).

For correspondence on this document, I can be reached via [roos@devrijeruimte.coach](mailto:roos@devrijeruimte.coach).

*This document was last revisited on January 1<sup>st</sup>, 2019.*

# ALGEMENE VOORWAARDEN

## 1. Definitions

1.1 These Terms and Conditions and Privacy Statement apply to services provided by myself, Roos Reijbroek (self employed), operating under trade names De Vrije Ruimte Coaching and De Meerminners, established at Purpervlinderstraat 15, 3544 VZ Utrecht, to be reached via roos@devrijeruimte.coach and +31 (0) 6 13 44 62 95, registered by the Chamber of Commerce under 57 15 19 70.

1.2 With "client" I refer to the natural person or legal entity who enters into a coaching agreement or other contract with me, or requests a quotation for my services.

1.3 With "agreement" I refer to the agreement concluded between the client and me, concerning the assignment for advice, coaching and interventions in the broadest sense of the word, or the execution of workshops, discussion groups, training courses and other forms of training, or panel discussions, lectures and other forms of public performance in the broadest sense.

1.4 These terms and conditions apply to all offers made by me, to all mutual agreements and to the communication that takes place before and during the execution of the agreement. Deviations from these conditions are only binding if and insofar as they have been confirmed by me in writing.

## 2. Establishing an agreement

2.1 To book a coaching session or to otherwise enter into an agreement with me, I can be e-mailed at roos@devrijeruimte.coach. All agreements are explicitly confirmed in writing, c.q. e-mail.

## 3. Execution, rules of conduct, confidentiality

3.1 The client may expect that I exercise expertise to the best of my knowledge, in accordance with the requirements of good workmanship. The client may expect me to have due attention and time for the agreement; to stick to made agreements; to be on time for appointments (in person as well as by telephone and/or digital).

3.2 If, at any point during the agreement, I judge that I can not perform the agreement within my framework of knowledge and expertise, I will ensure appropriate referral. I will not accept or continue any assignments if an independent and objective judgment is jeopardized by a personal relationship with the client.

3.3 I observe confidentiality, which means that I do not share confidential information provided by the client with third parties. This confidentiality will continue to exist after the agreement has been concluded. I ensure that there is a clear consensus between all parties involved about the assignments to be carried out. I reserve the right to discuss anonymized situation sketches during peer consultation, intervision and supervision, with the aim of continuous development and improvement of my services

3.4 I will make every effort to achieve the result determined in the agreement, without guaranteeing the result as such. My fee is determined on the basis of the labor and costs spent on the contract. I do not work on the basis of any compensation of which the size depends on the result of my work.

## 4. Cooperation of the client

4.1 The client provides the data, information and cooperation necessary or useful for me to be able to perform the agreement properly. Specification of how I handle these data can be found under Privacy Statement.

4.2 Specifically with regard to coaching, I expect the client(s) to actively take part in our sessions and show commitment in their own process. This means that homework assignments are made. I expect an honest attitude, by which I mean that the client will openly explain what is going on for them; that they do not keep information for me or have a hidden agenda. I expect the client to adhere to agreements made (financially, practically, etc.) and to be on time for the session(s).

4.3 If I deliver labor on location, practical necessities such as teaching aids, etc. must be realized in accordance with my specifications, provided by me in advance.

4.4 If these items are insufficiently realized, this can be regarded as a form of force majeure and the stipulated provisions apply (see also: Cancellation and modification).

## 5. Cancellation and modification

5.1 When the agreement has been mutually confirmed in writing and the date and time have been agreed upon by both parties, I'll send an invoice. The full invoice is paid at last at the end of the session (when only one session has been booked) or at the end of the first session in a row.

5.2 Cancelling or moving an already planned coaching session can take place free of charge up to 48 hours before the start of the agreed time. There will be no invoicing up until that point. A session can only be rescheduled once, after which the right to reschedule expires. In case of a change of less than 48 hours prior to the session, the session will expire, without the right to a refund or to reschedule the session.

5.3 If interim termination by the client occurs, or if the client otherwise decides not to participate in a coaching or training program, the client is not entitled to a reduction of the agreed price or to any form of restitution.

5.4 I reserve the right to exclude a participant of a training course, discussion group or workshop from (further) participation, if I consider the circumstances justify this decision. Circumstances may include, but are not limited to, inappropriate motivation or learning objectives in accordance with the design of the service provided; too big personal problems; lack of motivation of the participant; breaking with generally accepted behavioural conventions.

5.5 I am not unwilling to consider a request for a change in the nature and/or scope of the agreement, but I am in no way obliged to consent.

## 6. Force Majeure

6.1 In the event of force majeure, I reserve the right to cancel, change, move (in time and location), or suspend orders until the circumstances that constitute the force majeure no longer occur. I will hereby give a favorable attitude and ensure clear written communication. If the force majeure is of a permanent nature, then the restitution takes place of the sum for which no work has been carried out. No refund of payment is possible for the work performed before the force majeure occurred.

6.2 Force majeure is in any case, but not exclusively, if I am unavailable due to unforeseen circumstances (including illness, death of family members, etc.).

## 7. Costs and invoicing

7.1 My current rates for coaching are publicly available at [www.devrijeruimte.coach](http://www.devrijeruimte.coach). Costs for other forms of agreement are available on request.

7.2 Payment of coaching sessions is asked to take place at latest at the end of a session (or the first session of three), unless otherwise agreed upon in writing.

7.3 I reserve the right to change the rates and costs, even if confirmed in writing, as a result of market developments, force majeure or unforeseen circumstances, including increases in social and government charges, all this if between the conclusion of the agreement and the commencement date of the agreement lies a period of more than 3 months.

7.4 In accordance with the applicable privacy legislation, I state minimum details about the service provided on the invoice. If further specification is necessary for the client, the client is required to give written permission for this.

7.5 All costs that are connected to the collection of what the client owes me, are at the expense of the client. The extrajudicial costs (including a reasonable compensation for the time spent by me on the collection) are set at 15% of the principal amount owed, with a minimum of € 500.00.

## 8. Liability

8.1 I am not liable for any shortcoming in the performance of the obligations arising from the agreement, unless the client demonstrates that the shortcoming is due to intent or gross negligence on my part. I am not liable for direct and/or indirect consequential damage. Participation to an agreement is at the client's own risk.

8.2 If, with due observance of the provisions in the law, in the agreement and in these general terms and conditions, I should be liable to the client, this liability is limited to twice the invoice value of the assignment, at least that part of the assignment to which the liability relates.

8.3 In the event of cancellation under this article, I shall never be obliged to pay compensation for any damage resulting from this for the client. If I am to be involved in legal proceedings or another dispute settlement, I shall not be liable for all related and ensuing costs, unless otherwise judiciary decided..

## 9. Complaints

9.1 In order to guarantee the safety and transparency of my work, I am currently working on an appropriate complaints procedure that applies to all services provided to clients. The complaints procedure will be published on [www.devrijeruimte.coach](http://www.devrijeruimte.coach).

# PRIVACY STATEMENT

## 1. Contact details of processor

Personal data of (potential) clients are processed by:  
Roos Reijbroek (self employed), to be reached via [roos@devrijeruimte.coach](mailto:roos@devrijeruimte.coach).

## 2. Obtaining personal data

When I enter into an agreement with a client or someone shows interest in an agreement, this person shares personal details with me, for example during a conversation, via email, by telephone or by other means. It is also possible that I obtain personal data via third parties (in the context of eg a coaching trajectory or discussion group).

## 3. Personal data

I process the following categories of personal data:

- Names and address details
- Contact information, such as e-mail address and telephone number
- Date of birth
- Gender / gender identity
- Data on relational and sexual contacts
- Work situation
- Competences and areas of interest
- Conversation reports
- Content of communication
- Overview of financial exchange

## 4. Purposes

I process these personal data for various purposes, such as:

- Maintaining contact
- Providing a personal coaching trajectory
- Good and efficient service
- Management of my client base
- Performing administrative tasks, such as planning
- Improvement of services
- Reporting and analyzing for accountability to clients
- The improvement of the service
- Invoicing
- Collecting money and taking collection measures
- Marketing
- Compliance with legal obligations
- Conducting disputes

## 5. Why do I process the personal data

Personal data are processed to implement the agreement with the client, with regard to the coaching trajectory. These personal data can be processed to meet the requirements set by a professional group. Personal data can also be processed in order to comply with a legal obligation, such as, for example, obligations based on tax law.

## 6. Provision to third parties

In the context of my services, personal data may be provided to third parties. For the aforementioned purposes use can be made of services of third parties, such as:

- IT suppliers
- Accountant
- E-mail client
- ... or other third parties who are involved in the coaching process.

These third parties may also only process your personal data for the aforementioned purposes. Your personal data could also be provided in the context of a legal obligation or court order. I do not reinforce information from a client to third parties for commercial or charitable purposes.

## 7. Transfer of personal data outside the EEA

Personal data can be stored outside the EEA (European Economic Area) by third parties when using LinkedIn or Facebook in my contact with a (potential) client. These parties are "EU-US Privacy Shield" certified, so that they will comply with European privacy regulations.

## 8. How long do I retain personal data

I do not store personal data longer than necessary for the purposes mentioned in this privacy statement. This means that personal data are stored for as long as they are necessary to achieve the relevant goals. Certain data must be retained for a longer period of time, to comply with statutory custody obligations, such as the fiscal retention obligation.

## 9. How I secure personal data

I think it is important that personal data are protected against loss or unauthorized access by third parties. That is why I have taken appropriate security measures, including:

- Encryption of work computer
- Password that starts when the computer is not used for 3 minutes
- Encryption of backups on external hard drives
- Secure passwords generated by a password manager

## 10. Cookies

Because your privacy is of paramount importance to me and since I do not want to collect unnecessary data, no cookies are used on [www.devrijeruimte.coach](http://www.devrijeruimte.coach) and [www.meerminners.nl](http://www.meerminners.nl).

## 11. Rights of (potential) clients

Every (potential) client has the right to request me to inspect their personal data. After receiving this request, they receive an overview of the personal data I possess within 1 month. If there are any inaccuracies, the (potential) client may request that the data be adjusted, supplemented, removed or protected. The (potential) client may also request the transfer of their personal data or may object to the processing of their personal data due to special personal

circumstances.

Questions about this privacy statement or a request about the processing of personal data can be addressed to Roos Reijbroek, processor.

When a (potential) client has a complaint about the processing of their personal data, I urge you to contact me. If we cannot find an agreement on the matter, the (potential) client has the right to file a complaint with the privacy regulator, which would be Autoriteit Persoonsgegevens, via the contact form on their website.

## **12. Changes to the privacy statement**

This privacy statement can be adjusted by me. New versions are always published on [www.devrijeruimte.coach](http://www.devrijeruimte.coach). It is advisable to consult this statement regularly in order to be kept informed of changes.