



ARTICLE 1 - GENERAL

1.1 Definitions

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

- **Offer:** a verbal or Written communication, quotation, offer made by the Contractor via the website or a Written offer in which the Coaching Services to be provided are described, including the conditions and prices;
- **AI tools:** technological tools and systems that are (partly) based on artificial intelligence, including language models, text and data processing, and automated analysis tools, which are used by the Contractor in the provision of the Coaching Services;
- **Coaching Services:** all services relating to (online) guidance and/or training activities, career pathways, one-to-one coaching sessions, group sessions and workshops in the context of career development and / or career coaching;
- **Participant:** the person or persons for whose benefit Contractor provides its services. Participant and Principal may be the same, but this need not be the case;
- **Right of Withdrawal:** the statutory right of a Private Client, in the case of a distance contract (online or by telephone), to withdraw from the Contract within fourteen (14) days of its conclusion without giving any reason;
- **Online Learning Environment:** digital platform on which Participants are given access to teaching materials and training in the context of the Coaching Services.
- **Client:** the Contractor's contractual counterparty, being a company (Professional Client) or an individual (Private Client).
- **Contractor:** the company Carrièreladder, established in (1423 CP) Uithoorn, the Netherlands, at Eems 17, registered in the trade register of the Dutch Chamber of Commerce under number 34394489.
- **Agreement:** any agreement (whether of a continuing nature or a contract for services) concluded between the Contractor and the Client, whether or not concluded remotely, under which the Contractor has undertaken to provide Coaching Services;
- **Private Client:** the Contractor's contractual counterparty, being a natural person who enters into an Agreement and in doing so does not act in the exercise of a profession or business.
- **Professional Client:** the Contractor's contractual counterparty, being a legal entity or natural person entering into an Agreement and thereby acting in the exercise of a profession or business.
- **Written:** both traditional Written communication (such as letters) and digital communication that can be stored on a durable data carrier (such as email communication).

1.2 Applicability

These general terms and conditions apply to all offers, Agreements and all (online) Coaching Services of the Contractor, including any follow-up and additional assignments.

1.3 Nullity or voidability

If one or more provisions of these general terms and conditions prove to be void or voidable, the remaining provisions shall remain in full force and effect. The void or



voidable provision must then be replaced by a legally valid provision that corresponds as far as possible to the intention of Principal and Contractor in the original provision.

1.4 **Ambiguities**

Any ambiguities about the contents, interpretation or situations not organised in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.

1.5 **Precedence of general terms and conditions**

The applicability of the Customer's general terms and conditions, if any, under whatever denomination is expressly rejected.

ARTICLE 2 – CONCLUSION OF THE AGREEMENT

- 2.1 The Agreement comes into effect as soon as the Client agrees In Writing to the Contractor's Offer.
- 2.2 The Contractor shall confirm the conclusion of the Agreement to the Client in writing.

ARTICLE 3 – PRICE

- 3.1 The Coaching Services are offered at the price stated in the Agreement.
- 3.2 Contractor is entitled to increase the agreed price on an interim basis if unforeseen cost-increasing circumstances arise, such as increases in taxes or other levies. The Contractor shall notify the Client thereof In Writing at least fourteen (14) days in advance.
- 3.3 Clause 3.2 does not apply to Agreements with Private Clients, unless otherwise agreed In Writing.
- 3.4 Unless explicitly stated otherwise, all prices quoted by the Contractor are in euros and exclusive of VAT. In the case of Private Clients, the prices are stated inclusive of VAT.

ARTICLE 4 - PERFORMANCE OF THE ASSIGNMENT

- 4.1 In principle, the Contractor undertakes to perform the Coaching Services personally, unless otherwise agreed in Writing with the Client. If the Contractor is unable to perform the Coaching Services personally due to unforeseen circumstances, she is entitled, after prior Written notice to the Client, to engage a third party to perform the Coaching Services.



- 4.2 The Contractor only has an obligation of effort towards the Client and Participant and does not guarantee any result. The achievement of objectives or results depends on the active commitment of the Client and/or Participant and the way in which the Client and/or Participant apply the advice, tips and materials given.
- 4.3 Testimonials and examples from other Participants are intended solely for inspiration and to provide an image of previous experiences. They do not constitute a guarantee that Client and/or Participant will achieve the same or similar results.
- 4.4 The Contractor is entitled to use AI tools and other forms of automated support when providing the Coaching Services. Such use is governed by Article 13 of these general terms and conditions.

ARTICLE 5 - RIGHT OF WITHDRAWAL

- 5.1 **Applicability**
 - a. In the case of a Private Client entering into a distance contract, a statutory cooling-off period of fourteen (14) days applies from the day on which the contract was concluded, provided that the following paragraphs of this article do not exclude this right.
 - b. The Right of Withdrawal does not apply to Professional Clients, unless otherwise agreed in Writing.
- 5.2 A Private Client may exercise the Right of Withdrawal by sending an unambiguous written statement to the Contractor within the fourteen (14)-day cooling-off period, stating that s/he wishes to withdraw from the Agreement. This should be done In Writing via the email address: marjan@carriereladder.nl. As soon as possible after the Contractor has been notified In Writing of a Private Client's intention to dissolve the Agreement and if the conditions of this article have been met, the Contractor will confirm the dissolution In Writing.
- 5.3 If the Coaching Services have been partially performed at the time that a Private Client invokes the Right of Cancellation, The Contractor is entitled to charge an amount proportional to the part of the Agreement already performed, calculated on the basis of the total price as agreed in the Agreement.
- 5.4 The Right of Withdrawal lapses if all of the following conditions are met:
 - a. a Private Client has expressly consented to commence performance of the Coaching Services within the fourteen (14) day withdrawal period; and
 - b. a Private Client has explicitly stated to waive the Right of Withdrawal as soon as the Agreement has been fulfilled; and
 - c. The Coaching Services have been fully performed within the reflection period.
- 5.5 The Contractor shall refund to the Client all amounts received from the Client in the context of the Agreement, with the exception of what is due in accordance with Article 5.3 of these general terms and conditions, as soon as possible, but no later than within fourteen (14) days after confirmation of the dissolution.



ARTICLE 6 - CANCELLATION AND RESCHEDULING OF COACHING SERVICES

- 6.1 The provisions of this article are without prejudice to the Right of Withdrawal, as referred to in article 5.
- 6.2 The Contractor has the right to cancel the agreed Coaching Services or refuse participation of the Client or the Participant designated by the Client without giving reasons, in which cases the Client is entitled to a refund of the amount paid to the Contractor for these Coaching Services.
- 6.3 **Cancellation by a Private Client**
- a. The Coaching Services may be cancelled or rescheduled free of charge by a Private Client up to forty-eight (48) hours before the scheduled time when the Coaching Services have been agreed. When calculating the relevant 48 hours, weekends and official Dutch public holidays are not included. Cancellation or rescheduling must be made In Writing to The Contractor.
 - b. If a Private Client cancels the Coaching Services within forty-eight (48) hours before the scheduled commencement, or if a Private Client fails to appear at the agreed time (no-show), the relevant coaching session will lapse without further rights for Client. When calculating the relevant 48 hours, weekends and official Dutch public holidays are not included.
- 6.4 **Cancellation by a Professional Client**
- a. Scheduled Coaching Services may be cancelled by a Professional Client at no cost, provided that the cancellation is made in Writing no later than fourteen (14) calendar days prior to the commencement of the Coaching Services.
 - b. If the Coaching Services are cancelled within fourteen (14) to seven (7) calendar days prior to commencement, Professional Client shall owe fifty (50) % of the agreed cost.
 - c. If the Coaching Services are cancelled within seven (7) calendar days prior to commencement, Professional Client shall owe the Contractor the full amount for the Coaching Services.
 - d. If the Coaching Services are rescheduled within the fourteen (14) days mentioned in clause 6.4 under a, the amount already paid will remain in force for the new agreed date.
 - e. Cancellation or rescheduling of the Coaching Services must be done In Writing. Cancellations or rescheduling submitted by other means will not be considered.

ARTICLE 7 - CHANGE OF DATE OR LOCATION

- 7.1 If the Contractor changes the date or location of the Coaching Services, the Contractor shall inform the Client thereof in time and In Writing. If the Client is unable to attend on the new date or location, the Client must inform the Contractor thereof In Writing within forty-eight (48) hours after receiving the notification. When calculating the relevant 48 hours, weekends and official Dutch public holidays are not included.



- 7.2 If the Client is unable to attend on the changed date or location, the Client is entitled to a refund of the amount already paid or the opportunity to register for another meeting at the same rate free of charge.
- 7.3 In case of insufficient registrations for the Coaching Services, Contractor reserves the right to reschedule the relevant Coaching Services to another time.

ARTICLE 8 - PAYMENT AND INVOICING

- 8.1 The first appointment will be scheduled as soon as the invoice or, in case of instalment payments, the first instalment has been paid.
- 8.2 Contractor will provide an invoice for the amounts due. Invoices must be paid by the Client within fourteen (14) days of the invoice date, unless agreed otherwise in writing. If the payment term is exceeded, Article 9 of these General Terms and Conditions shall apply.
- 8.3 By default, the invoice will be issued in the name of the Client. At the Client's request, the invoice may be sent directly to the Client's employer, or the Client may forward the invoice itself to the employer. Client remains liable for payment of the invoice at all times. Satisfaction of the invoice by a third party releases Client from its indebtedness.
- 8.4 Any objection to the amount of an invoice must be submitted In Writing, stating reasons, within fourteen (14) days after receipt of the invoice, via the email address marjan@carrireladder.nl. An objection does not release the Client from the obligation to pay the invoice on time, unless the Contractor confirms otherwise In Writing.

ARTICLE 9 - TARDY PAYMENT

- 9.1 Client must pay the amount due within the period specified in clause 8.2. If Client does not pay on time (tardiness), Contractor will send a payment reminder, giving Client a period of fourteen (14) days to still pay the outstanding amount.
- 9.2 If the amount due has not been paid within fourteen (14) days of the invoice date, Client shall be in default by operation of law. From the moment Client is in default, Client shall owe statutory interest at the rate applicable at that time on the outstanding amount. In the case of a Business Client, the statutory commercial interest rate (Article 6:119a of the Dutch Civil Code) shall be payable.
- 9.3 For Private Clients, extrajudicial debt collection costs shall only become payable after the Contractor has sent a reminder in accordance with Article 6:96(6) of the Dutch Civil Code, stating the consequences of non-payment and the amount of the compensation to be claimed, and payment has not been made within the specified period of fourteen (14) days. For Professional Clients, all reasonable costs – including judicial, extrajudicial and enforcement costs – shall be borne by the Client.



- 9.4 If Client fails to pay any amount or instalment due, The Contractor shall be entitled to suspend the performance of the Coaching Services, including halting ongoing Coaching Services and/or denying access to the Online Learning Environment. Suspension shall take place after the Contractor has summoned the Client In Writing to make payment. This does not affect the Contractor's right to compensation for costs, damages and interest.
- 9.5 In case of liquidation, bankruptcy, attachment or suspension of payment on the part of the Client, all outstanding amounts will be immediately due and payable.

ARTICLE 10 - FORCE MAJEURE

- 10.1 The Contractor is not held to fulfil any obligation under the Agreement if and insofar as it is prevented from doing so by a circumstance for which it cannot be held accountable under the law, a legal act or generally accepted practice. In addition to what is understood in this respect by law and jurisprudence, force majeure shall also include: fire, burglary, storm damage, pandemic, illness and disability as a result of which the Agreement cannot (temporarily) be performed.
- 10.2 If the force majeure event renders performance of the Agreement permanently impossible and the scheduled Coaching Services cannot be rescheduled free of charge; the parties are entitled to terminate the Agreement with immediate effect. In that case, only the Coaching Services actually provided will be invoiced, plus a pro rata share of the costs for the Online Learning Environment, calculated on the basis of the actual duration of use.
- 10.3 Without prejudice to the Client's right to a refund of the agreed price insofar as the Coaching Services are consequently not provided, damage resulting from force majeure shall never be eligible for compensation.

ARTICLE 11 - INTELLECTUAL PROPERTY RIGHTS

- 11.1 All models, techniques, instruments, teaching materials, training and components of the Online Learning Environment developed and/or used by Contractor in the context of the performance of the Coaching Services are and shall remain the exclusive property of Contractor. Client only has a right of use for the duration of the Agreement, and only for personal development and/or internal use.
- 11.2 Client only acquires a non-transferable and limited right of use to use the components of the Online Learning Environment for personal development and/or within its own organisation, in accordance with the agreed Coaching Services. This right of use does not extend to third parties, unless otherwise agreed in Writing with the Contractor.



- 11.3 The publication, distribution, reproduction or other use of the elements referred to in clause 11.1, in whatever form, is only permitted with the Contractor's prior written consent.
- 11.4 All materials, training sessions, works and components of the Online Learning Environment developed by the Contractor are subject to copyright by operation of law, irrespective of whether they were developed specifically for the Coaching Services or concern pre-existing material.
- 11.5 Access to the Online Learning Environment is limited to the duration of the programme, unless agreed otherwise in Writing. At the end of the agreed period, this right of use will automatically expire and access to the Online Learning Environment will be terminated.
- 11.6 If Client acts in violation of this article, Contractor is entitled to claim appropriate damages, without prejudice to Contractor's other rights under the law.

ARTICLE 12 - PRIVACY WHEN USING IMAGE RECORDINGS

- 12.1 The Contractor may make video recordings of group sessions and masterclasses. With the exception of personal one-to-one coaching sessions in which confidential information is shared, these recordings may be used for the following purposes:
 - a. Sharing with Participants so that they can review the footage; and/or
 - b. Developing training materials and incorporating recordings in programmes, in particular for master classes in which knowledge is shared.
- 12.2 The Contractor bases the processing of video recordings on its legitimate interest in improving and developing its Coaching Services (Article 6(1)(f) of the GDPR). In doing so, the Contractor has weighed up its interest against the privacy of the Client and/or the Participant.
- 12.3 If the Client and/or Participant objects to the use of visual recordings for the purposes described in Article 12.1, this objection must be communicated to the Contractor in writing via marjan@carrierneladder.nl prior to the relevant Coaching Services. The Contractor will honour this objection, unless the Contractor can cite compelling and justified grounds that take precedence.
- 12.4 If Client does not object, it is assumed that Client agrees to the use of the footage for the said purposes. In that case, The Contractor has the right to share the footage on protected platforms and websites.
- 12.5 During online Coaching Services, the Client and/or Participant always have the option to switch off his/her camera and/or microphone or to position himself/herself out of reach of the camera so that his/her image is not captured.
- 12.6 The Contractor shall act in accordance with applicable data protection legislation (including the GDPR) and shall ensure that all personal data, including visual material,



is handled with due care. For further information, the Contractor refers to its privacy statement.

ARTICLE 13 - USE OF ARTIFICIAL INTELLIGENCE (AI)

- 13.1 In providing the Coaching Services, the Contractor may use AI tools and other forms of automated support, including but not limited to language models, text and data processing, and automated analysis tools.
- 13.2 The Client acknowledges and agrees that information, data and materials provided by the Client and/or the Participant in the context of the Agreement – including written communications, coaching questions, documents, CVs, career details and other content supplied by the Client and/or the Participant – may be entered by the Contractor into AI tools for the purpose of performing and improving the Coaching Services. This includes, amongst other things, generating advice, drafting documents, analysing information and developing coaching materials.
- 13.3 The Contractor shall process the data referred to in Article 13.2 using AI tools and other forms of automated support exclusively:
 - a. to the extent necessary for the performance of the Agreement or for the pursuit of the Contractor's legitimate interests in providing high-quality Coaching Services; and
 - b. in accordance with the principles of data minimisation and purpose limitation.
- 13.4 The Contractor shall ensure that appropriate technical and organisational measures are in place when using AI tools and other forms of automated support, including:
 - a. anonymising or pseudonymising personal data wherever possible before inputting it into AI tools;
 - b. selecting AI tools that offer safeguards regarding data security and restrict the reuse of inputted data;
 - c. ensuring that inputted data is not used to train AI models for third parties, unless the AI tool in question adequately excludes this by contract.
- 13.5 The Contractor does not guarantee the accuracy, completeness or suitability of output generated by AI tools and other forms of automated support. Information produced by AI tools and other forms of automated support is always assessed by the Contractor for reliability before it is provided to the Client and/or Participant. The best-efforts obligation referred to in clause 4.2 applies in full to the use of AI tools and other forms of automated support.
- 13.6 The Contractor shall not be liable for any loss or damage resulting from inaccuracies, omissions or shortcomings in the output of AI tools and other forms of automated support, in so far as the Contractor has exercised the due care that may reasonably be expected of it when using such tools. The limitation of liability referred to in Article 43 applies mutatis mutandis.
- 13.7 Special categories of personal data (within the meaning of Article 9 of the GDPR) shall not be deliberately entered by the Contractor into AI tools and other forms of



automated support, unless the Client and/or Participant has provided such data to the Contractor of their own accord in the context of the Coaching Services and the processing is necessary for the performance thereof.

- 13.8 The Client is solely responsible for the information it provides to the Contractor. If the Client and/or Participant does not wish certain data to be entered into AI tools and other forms of automated support, the Client must notify the Contractor of this in writing via marjan@carrierneladder.nl prior to or at the time of providing the relevant data. In that case, the Contractor will not enter the relevant data into AI tools, insofar as this does not render the provision of the Coaching Services impossible or unreasonably difficult.
- 13.9 The provisions of this clause do not affect the Client's and/or Participant's rights under the General Data Protection Regulation (GDPR), including the right of access, rectification, erasure and objection. The Contractor refers to its privacy statement for the further processing of personal data.
- 13.10 The Contractor reserves the right to change the AI tools used, provided that the level of protection with regard to the processing of personal data and the quality of the service remains at least equivalent.

ARTICLE 14 – LIABILITY

- 14.1 The Contractor shall be liable solely for direct loss resulting from an attributable breach in the performance of the Agreement. Direct loss shall be understood to mean exclusively:
- Reasonable costs incurred in remedying the Contractor's breach and ensuring that the Coaching Services provided subsequently comply with the terms of the Agreement;
 - Reasonable costs incurred in determining the cause and extent of the direct loss.
- 14.2 Any liability on the part of the Contractor for indirect damage is expressly excluded. Indirect damage includes consequential damage, loss of profit or income, non-pecuniary damage, lost savings, business interruption and depreciation of services or products, or otherwise.
- 14.3 The limitation and exclusion of liability referred to in Articles 14.1 and 14.2 shall not apply in cases of wilful misconduct or gross negligence on the part of the Contractor.
- 14.4 The Contractor's liability is in all cases limited to the amount charged for the relevant Coaching Services. If and insofar as insurance provides cover, the Contractor's liability is limited to the amount paid out by the insurer, insofar as this amount exceeds the aforementioned maximum.
- 14.5 The Client shall indemnify the Contractor against all claims by third parties arising out of the performance of the Agreement, unless such claims result from gross



negligence or wilful misconduct on the part of the Contractor. This provision does not apply to Private Clients.

- 14.6 Any breach of the Agreement must be reported to the Contractor in writing no later than fourteen (14) days after it is discovered, via the email address marjan@carriereladder.nl, whereby the Client shall inform the Contractor of the relevant breach and afford the Contractor a reasonable period in which to respond and remedy the breach.
- 14.7 Claims against the Contractor shall lapse if they are not submitted to the Contractor in writing within two (2) years of the damage arising.
- 14.8 All costs incurred by the Contractor in connection with legal proceedings against a Professional Client shall be borne by the Professional Client, unless the court decides otherwise. This provision does not apply to Private Clients.

ARTICLE 15 – DURATION AND CONCLUSION

- 15.1 The duration of the Coaching Services depends on the nature of the Coaching Services and, where possible, is agreed in advance in the Agreement. Where applicable, the duration and scope of the Coaching Services are set out in the Agreement.
- 15.2 Once the agreed duration has expired, no claim may be made for any parts of the Coaching Services that have not (yet) been utilised, in whatever form.

ARTICLE 16 - AMENDMENTS

- 16.1 These general terms and conditions may be amended unilaterally by the Contractor from time to time. The amended general terms and conditions shall be sent to the Client in writing at least fourteen (14) days prior to their entry into force. The amended general terms and conditions shall take effect upon their entry into force.
- 16.2 If the amendment to these general terms and conditions constitutes a substantial and significant deviation from the current general terms and conditions, the Private Client shall be entitled to terminate the Agreement. The Professional Client shall only have this right if the amendment significantly worsens their legal position.

ARTICLE 17 - COMPLAINTS PROCEDURE

- 17.1 Complaints about the performance of the Agreement must be submitted to Contractor fully and clearly described within a reasonable time after Client has discovered the defects.
- 17.2 Complaints must be submitted by Client within three (3) weeks after the moment when the fact occurred.



- 17.3 Complaints can be submitted by email at marjan@carriereladder.nl. Client will receive a confirmation of receipt of the complaint within five (5) working days of its receipt.
- 17.4 The Contractor shall carefully investigate the complaint and respond In Writing within a reasonable time, but no later than fourteen (14) days after receipt of the complaint. If a complaint requires a longer processing time, Contractor will send an acknowledgement of receipt within the set time limit and an indication of when Client can expect a substantive response.
- 17.5 If a complaint is not resolved to mutual satisfaction, the parties will endeavour to settle the ensuing dispute by mutual consultation. If no resolution is reached, the dispute may be referred to the competent Dutch court in accordance with Article 18.

ARTICLE 18 - FINAL PROVISIONS

- 18.1 **Additional agreements and undertakings**
Additional agreements and/or undertakings made after the conclusion of the Agreement shall only be binding if and insofar as they have been recorded in Writing by both parties and mutually confirmed.
- 18.2 **Applicable law**
These general terms and conditions and all Agreements are exclusively governed by Dutch law.
- 18.3 **Settlement of disputes**
Disputes arising from or relating to these general terms and conditions or the Agreement will be submitted to the competent court of the District Court of Amsterdam.

Date of last modification: 30 June 2026