

## **\*\*General Terms and Conditions Cindy Lobo B.V.\*\***

### **\*\*Coaching & Training\*\***

**\*\*Article 1 Applicability:\*\*** These general terms and conditions apply to all oral and written offers and agreements of or with Cindy Lobo B.V. and all related actions, both of preparatory and executive nature.

**\*\*Article 2 Company Description:\*\*** Cindy Lobo B.V. – Coach & Trainer ([www.cindylobo.com](http://www.cindylobo.com)) focuses on organizational advice, training, coaching, workshops, and travel within the field of personal development, in the broadest sense. Cindy Lobo B.V. is registered with the Chamber of Commerce under number: KvK 87274620.

### **\*\*Article 3 Definitions:\*\***

- **\*\*Contractor:\*\*** Cindy Lobo B.V.
- **\*\*Client:\*\*** the person, company, or agency that commissions the work.
- **\*\*Services:\*\*** all products and services delivered by the contractor to the client.
- **\*\*Client (Coachee):\*\*** the one who participates in a guidance, advice, or coaching process, if they are not the commissioning party.

**\*\*Article 4 Execution of the Agreement:\*\*** The contractor shall execute the agreement to the best of its knowledge and ability. The contractor has a best-efforts obligation concerning the execution of the agreement and cannot be held accountable based on a results obligation. By confirming the agreement and these general terms and conditions, the client consents to the use of their name, address, and telephone number and email address for registration in the contractor's customer database for administrative purposes. The client ensures that all information which they indicate is necessary or that they should reasonably understand is necessary for the execution of the agreement is provided to the contractor in a timely manner. If this information is not provided on time, the contractor reserves the right to suspend the execution of the agreement.

**\*\*Article 5 Prices and Offers:\*\*** All offers and quotations made by the contractor are without obligation, both regarding price, content, and delivery time, and expire after 30 days. Offers are based on the information available to the contractor. The client has been informed of the rates requested by the contractor. An agreement is concluded at the moment the contractor has received and accepted the offer or agreement signed for approval by the client and/or is confirmed by email. Further pricing arrangements can be made in the agreement, such as hiring third parties, renting accommodation, resources, travel costs, etc.

**\*\*Article 6 Payment Terms:\*\*** Invoicing takes place as indicated in the attached agreement. Payment is made in mutual consultation between the client and the contractor. The client receives an invoice (declaration note) from the contractor, and payment must be made by transferring the total amount due stated on this invoice to IBAN NL 04 RABO 0199435863 in the name of Cindy Lobo B.V. The payment term for a coaching process is 7 days after the invoice date. If payment is not made on time or is defaulted on, the client is legally in default, and the contractor reserves the right to suspend the execution of the agreement with immediate effect. The client is also liable for statutory interest on the outstanding amount from that moment. If the contractor hands over the claim for collection, the client is also liable for the legal and extrajudicial costs involved in this collection. Any objections to the invoice must be made in writing to the contractor within 7 days of receiving the invoice.

**\*\*Article 7 Duration and Termination:\*\*** The duration of the project as laid down in the agreement between the client and contractor can always be terminated or extended with mutual consent of both parties. The client may unilaterally terminate the project if they no longer appreciate or deem the treatment necessary. Termination of the agreement does not affect financial obligations that still need to be fulfilled.

**\*\*Article 8 Registration and Payment for Open Enrolment Trainings and Workshops:\*\*** When registering for open enrolment training and workshops, the following payment terms apply: Payment must be credited to the contractor's account at the start of the training and/or workshops.

**\*\*Article 8.1 Cancellation by Client for Open Enrolment Training and Workshops:\*\*** The client is obliged to communicate any cancellation or change in writing to the contractor. In the event of cancellation of registration by the client, the client and contractor will first consult to come up with suitable alternatives. If no suitable alternatives are possible, as determined by the contractor, cancellation conditions apply. The client is required to pay cancellation fees to the contractor as follows:

1. If canceled after registration up to four weeks before the start, the cancellation fee is 50%.
2. If canceled after registration within one week before the start, the cancellation fee is 100%. This also applies to interim termination of processes, at the start, or no-shows at the training or workshop.

**\*\*Article 8.2 Cancellation by Contractor:\*\*** The contractor reserves the right to cancel coaching, training, workshops, or retreats without giving reasons or to refuse a client. The contractor is obliged to confirm the cancellation or refusal in writing and in that case will refund 100% of the amount paid by the client so far, thereby terminating the agreement without further obligations or claims.

**\*\*Article 9 Rescheduling Appointments:\*\*** If the client cancels the appointment made by them within 48 hours before the relevant appointment, the contractor will charge the costs and the client is obliged to pay them. Appointments canceled or rescheduled before this time will not be charged. If

the client does not show up for a scheduled meeting, the costs for the meeting will be charged, and the client is obliged to pay them. The contractor reserves the right to reschedule or cancel appointments if it cannot properly execute the agreement.

**\*\*Article 10 Confidentiality:\*\*** Both parties are obliged to maintain confidentiality about everything discussed during or in the context of the coaching sessions, training, or advisory assignments. In the event of imminent danger to the client or society, the contractor reserves the right to break confidentiality and will inform the competent and designated authorities. If, by virtue of a legal provision or a court ruling, the contractor is obliged to provide confidential information to third parties designated by law or the competent court, and the contractor cannot invoke a legal or by the competent court recognized or permitted right to refuse to give evidence, the contractor is not obliged to pay damages or compensation.

**\*\*Article 11 Liability:\*\*** The contractor accepts no liability whatsoever for damage arising from or in connection with services provided by it. The contractor's liability is limited to the invoice value of the assignment, or at least that part of the assignment to which the liability relates. In the case of an assignment with a longer duration than six months, the liability is further limited to the invoice amount owed over the last six months. The contractor is not liable for direct or indirect damage suffered by the client as a result of actions or decisions taken as a result of or during a training, coaching session, or advisory assignment. The client (or coachee) remains at all times responsible for choices made. Any liability of the contractor for business damage or other indirect damage or consequential damage, of whatever nature, is expressly excluded. Cindy Lobo B.V. is not liable if the client, participant, or a third party can approach an insurance company. Dutch law applies to the assignment agreement and the relationship with the participant. Disputes arising from the legal relationship are submitted exclusively to the Dutch court.

**\*\*Article 11.2:\*\*** No rights can be derived from the content of a brochure, flyer, or website text.

**\*\*Article 12 Complaints Procedure:\*\*** Cindy Lobo B.V. strives to serve clients as well as possible. If the service is not satisfactory, we would like to hear from you. Together we will look for a suitable solution. You can submit the complaint in writing or by telephone via the contact details on the website [www.cindylobo.com](http://www.cindylobo.com). Within 3 working days of receiving the complaint, you will be contacted to discuss the complaint. After the conversation, you will receive written confirmation of the complaint discussed and the agreements made.

**\*\*General Terms and Conditions for Retreats & Travel\*\***

**\*\*1. Travel Agreement\*\***

**\*\*1.1\*\*** The travel agreement is concluded at the moment the traveler accepts Cindy Lobo BV's offer via a booking form or email. The day of receipt of the booking form/email completed by the customer is the day of the establishment of the travel agreement. By doing so, the traveler agrees to the travel conditions of Cindy Lobo BV.

**\*\*1.2\*\*** The person who concludes a travel agreement on behalf of others is jointly and severally liable for all obligations arising therefrom. This person is also obliged to disclose relevant personal circumstances of the other travelers that are important for the proper execution of the trip at the time of booking (such as age, disability, diet). All correspondence and payment transactions take place exclusively through the main booker.

**\*\*1.3\*\*** If the traveler indicates certain preferences and preferences at the time of the conclusion of the travel agreement, Cindy Lobo BV will take the stated preferences into account as much as possible. However, no rights can be derived from this, despite possible mention on travel documents and booking forms.

**\*\*1.4\*\*** The days of departure and arrival are stated as whole days in the travel itinerary, regardless of departure and arrival times. Incidental or structural changes in schedules and flight schedules of carriers may affect the travel duration. Apart from claims on the travel and/or cancellation insurance possibly taken out by the traveler, the traveler is not entitled to a refund of part of the travel sum if the departure times deviate from the original time as a result of the aforementioned changes. Cindy Lobo BV is in no way liable for damage resulting from delays and/or cancellations of flights by continental and intercontinental airlines.

## **\*\*2. Payment Terms\*\***

**\*\*2.1\*\*** After the travel agreement is concluded, Cindy Lobo BV will send the invoice to the customer.

**\*\*2.2\*\*** A deposit of 25% of the total travel sum must be paid as soon as possible, but no later than within

7 days after receipt of the invoice.

**\*\*2.3\*\*** The remainder of the travel sum must be credited to the bank account of Cindy Lobo BV no later than 4 weeks before the day of departure of the trip.

**\*\*2.4\*\*** If the booking takes place within 4 weeks before the day of departure of the trip, the total travel sum must be paid immediately.

**\*\*2.5\*\*** If the payment terms are not met, the customer is legally in default and Cindy Lobo BV is entitled to dissolve the agreement or to suspend the travel services. In such cases, the client is also liable for statutory interest on the outstanding amount. The customer is also liable for statutory interest on the outstanding amount from that moment. If Cindy Lobo BV hands over the claim for collection, the customer is also liable for the legal and extrajudicial costs involved in this collection.

**\*\*2.6\*\*** If the travel agreement is concluded by or through the mediation of a travel organization, travel agency, booking office, or other intermediary, the amounts due must be paid through this travel organization/intermediary.

### **\*\*3. Travel Information\*\***

**\*\*3.1\*\*** Cindy Lobo BV is obliged to inform the traveler about the travel documents required for the trip, such as a passport and visa, and the period of time usually required to obtain these documents. The traveler is responsible for ensuring that they have the necessary travel documents.

**\*\*3.2\*\*** Cindy Lobo BV will inform the traveler about the possibility of taking out cancellation insurance and travel insurance. This also applies to the insurance of medical costs.

**\*\*3.3\*\*** Cindy Lobo BV is obliged to provide the traveler with information about the vaccinations required for the trip.

**\*\*3.4\*\*** Cindy Lobo BV will inform the traveler about the obligation of certain vaccinations and other medical formalities for the trip. The traveler is responsible for obtaining the necessary vaccinations and other medical formalities.

**\*\*3.5\*\*** If the traveler cannot make the trip or not completely because a (valid) visa or other required travel documents are missing, the traveler bears the consequences thereof. In such cases, the traveler is not entitled to a refund of (part of) the travel sum. The traveler is responsible for all damages and costs resulting from this.

**\*\*3.6\*\*** In all cases, the traveler is responsible for the documents, such as a passport and visa, and the vaccinations required for the trip. Cindy Lobo BV is not liable if the traveler cannot make the trip or not completely because the required travel documents are missing.

#### **\*\*4. Changes by Cindy Lobo BV\*\***

**\*\*4.1\*\*** Cindy Lobo BV has the right to change the travel agreement due to serious circumstances. This is understood to mean circumstances that are of such a nature that further commitment of Cindy Lobo BV to the travel agreement cannot reasonably be required.

**\*\*4.2\*\*** Cindy Lobo BV has the right to change a travel component for a trip already underway due to serious circumstances. The travel sum of the trip is reduced if the changed travel component is cheaper. If the changed travel component is more expensive, Cindy Lobo BV will charge the traveler for the additional costs.

#### **\*\*5. Change by Traveler\*\***

**\*\*5.1\*\*** After the conclusion of the travel agreement, the traveler may request changes to the travel agreement. If the traveler requests a change, Cindy Lobo BV will inform the traveler of the associated costs.

**\*\*5.2\*\*** If the change request can be granted, the traveler must pay the costs associated with the change as soon as possible. If the change request cannot be granted, the travel agreement will be executed in accordance with the original travel itinerary.

**\*\*5.3\*\*** A change request will be processed if possible within 48 hours (not including weekends and public holidays) after the traveler's request. This is, of course, subject to the availability of the services offered.

#### **\*\*6. Cancellation by Traveler\*\***

**\*\*6.1\*\*** If a travel agreement is canceled, Cindy Lobo BV may charge the traveler the following cancellation fees:

- Cancellation 6 to 4 weeks before the day of departure: 25% of the travel sum.
- Cancellation 4 to 2 weeks before the day of departure: 50% of the travel sum.
- Cancellation within 2 weeks before the day of departure: 100% of the travel sum.
- The traveler will also be charged the costs for insurance and visa, if applicable.

**\*\*6.2\*\*** The traveler's notice of cancellation must be in writing. The day of receipt of the cancellation by Cindy Lobo BV is considered the day of cancellation.

**\*\*7. Liability of Cindy Lobo BV\*\***

**\*\*7.1\*\*** Cindy Lobo BV is responsible for the correct execution of the travel agreement according to the expectations the traveler may reasonably have based on the travel agreement.

**\*\*7.2\*\*** Cindy Lobo BV is not liable if and insofar as the traveler has been able to claim compensation from another party or insurance for the damage suffered by them.

**\*\*7.3\*\*** Cindy Lobo BV is not liable for damage suffered by the traveler that is the result of:

- shortcomings in the execution of the travel agreement based on circumstances attributable to the traveler.
- actions and influences not directly attributable to Cindy Lobo BV, including consequences of weather conditions, natural disasters, acts of war, or accidents.
- actions and influences that are not reasonably attributable to Cindy Lobo BV.

**\*\*7.4\*\*** The exclusions and/or limitations of liability of Cindy Lobo BV also apply to employees and other representatives of Cindy Lobo BV.

**\*\*8. Liability of Traveler\*\***

**\*\*8.1\*\*** The traveler is liable for damage caused by actions or negligence contrary to their obligation to act as a responsible traveler.

**\*\*8.2\*\*** The traveler is liable for damage caused by unauthorized actions, negligent behavior, or actions contrary to instructions from Cindy Lobo BV.

**\*\*8.3\*\*** The traveler is obliged to avoid or limit any damage as much as possible.

**\*\*8.4\*\*** The traveler is obliged to comply with all instructions from Cindy Lobo BV to promote the proper execution of the trip.

**\*\*9. Complaints and Disputes\*\***

**\*\*9.1\*\*** If the traveler has complaints about the execution of the travel agreement, the traveler must report them to Cindy Lobo BV as soon as possible, so that they can resolve the complaint.

**\*\*9.2\*\*** If the complaint is not satisfactorily resolved, the traveler may submit it in writing to Cindy Lobo BV. Cindy Lobo BV will confirm receipt of the complaint and provide a substantive response within 3 weeks of receipt of the complaint.

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**\*\*10. Applicable Law\*\***

**\*\*10.1\*\*** Dutch law applies to the travel agreement and the relationship with the traveler.

**\*\*10.2\*\*** Disputes arising from the legal relationship are submitted exclusively to the Dutch court.