

FAIR>IEW

positive changemakers

General Terms and Conditions

Fairview Leadership Consultancy BV

Effective as of: 1 April 2025

Article 1 – Definitions

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

- **Service Provider / Contractor:** Fairview Leadership Consultancy BV, registered in Geldrop, Netherlands, offering coaching, team development, leadership facilitation, consulting, and related advisory services.
- **Client:** The individual or organization that commissions services.
- **Services:** All activities and deliverables provided by the Contractor, including (but not limited to) executive coaching, team effectiveness workshops, leadership alignment sessions, feedback and communication training, strategic facilitation, and organizational consulting.
- **Participant:** The individual receiving the services (e.g. coachee, team member), if not the Client.
- **Agreement:** Any verbal, written, or email-based confirmation between the Client and Contractor regarding the delivery of services, including proposals, project outlines, and summary agreements.

Article 2 – Applicability

2.1 These general terms and conditions apply to all offers, assignments, and agreements whereby the Contractor offers or delivers Services, unless explicitly agreed otherwise in writing.

2.2 These conditions also apply to supplementary and follow-up assignments.

2.3 Deviations from these conditions are only valid if explicitly agreed in writing.

2.4 Any general terms and conditions of the Client are not applicable, unless explicitly accepted in writing by the Contractor.

2.5 If any provision in these terms and conditions is invalid or voided, the remaining provisions shall remain in full force. Parties will replace the invalid clause with a new provision that reflects the original intent as closely as possible.

Article 3 – Formation of the Agreement

3.1 All quotations are non-binding and valid for 30 calendar days unless otherwise stated.

3.2 An Agreement is considered effective once the Client confirms the assignment in writing (email suffices), or once the Client demonstrably participates in the Services, or when the Contractor confirms and the Client does not object within ten (10) business days.

3.3 If the Agreement involves third parties (e.g. coaching funded by an employer), written consent from the Participant is required before sharing any personal outcomes or feedback.

Article 4 – Execution of the Agreement

4.1 The Contractor shall perform all Services with professionalism, care, and to the best of their ability, using appropriate expertise and methodologies.

4.2 Unless otherwise agreed, the Contractor assumes a best-effort obligation, not a result obligation.

4.3 The Contractor reserves the right to involve qualified third parties if needed, provided this is communicated with the Client.

4.4 The Client must ensure all necessary and relevant information is provided in a timely and accurate manner. The Contractor is not liable for delays or inaccuracies caused by insufficient or incorrect input.

4.5 When timelines are agreed, these are target dates unless explicitly stated as binding. Delays do not automatically give rise to cancellation or compensation.

4.6 If the Contractor and another provider jointly deliver a project, each remains responsible only for their own work.

Article 5 – Scope, Changes and Additional Work

5.1 Scope is based on the most recent written agreement, proposal, or summary email.

5.2 Additional work outside of the agreed scope (such as extra coaching sessions, stakeholder facilitation, or content development) may be requested and approved via short written communication (email suffices).

5.3 Such work will be billed at the agreed rate or, where unspecified, at the Contractor's standard rate.

5.4 Contractor reserves the right to refuse or reschedule additional work if capacity does not allow it.

Article 6 – Fees and Expenses

6.1 Fees may be fixed, project-based, or calculated on an hourly or daily basis.

6.2 All fees are exclusive of VAT, travel expenses, materials, or third-party costs unless otherwise agreed.

6.3 The Contractor may request partial advance payment or staged invoicing (e.g. quarterly instalments).

6.4 Prices may be indexed annually based on inflation or adjusted due to changes in legal or tax obligations.

Article 7 – Payment

7.1 Invoices are payable within 14 days of the invoice date, unless otherwise agreed in writing. Payment shall be made without deduction, set off, or delay.

7.2 If the Client fails to pay on time, statutory interest and collection costs will apply.

7.3 The Contractor may suspend or cancel Services in case of non-payment or repeated delay.

7.4 Payments received will first be applied to interest and costs, then to outstanding invoices starting with the oldest.

Article 8 – Cancellation and Termination

8.1 Cancellations must be communicated in writing. For short sessions (e.g. coaching), cancellation within 48 hours before the agreed time is fully chargeable.

8.2 For longer engagements or workshops, cancellation within 2 weeks of the planned session date will not be refunded.

8.3 For multi-month programs, a mid-term evaluation (e.g. after 6 months) will serve as a checkpoint for adjustment or discontinuation.

8.4 Either party may terminate the Agreement in writing if the other party materially fails to meet obligations and does not resolve the issue within 14 days of written notice.

8.5 In case of early termination, work delivered up to the termination point must still be paid.

Article 9 – Liability

9.1 The Contractor is only liable for direct damage caused by intent or gross negligence.

9.2 Liability is limited to the value of the assignment or, in case of longer contracts, the amount invoiced over the past six months.

9.3 Liability is further limited to the amount covered by the Contractor's professional liability insurance, if applicable.

9.4 The Contractor is not liable for indirect damage, including but not limited to: business loss, reputational damage, or consequential damages.

Article 10 – Confidentiality and Data Protection

10.1 Both parties are bound to confidentiality for all confidential information obtained during the assignment.

10.2 For employer-funded coaching or development programs, only with the Participant's consent will outcomes be shared with the employer.

10.3 The Contractor complies with the General Data Protection Regulation (GDPR) and handles all data with care.

Article 11 – Intellectual Property

11.1 All materials provided or used by the Contractor (including models, slides, assessments, worksheets, etc.) remain the intellectual property of the Contractor.

11.2 These materials may not be copied, reused, or distributed without prior written permission, except for internal use directly linked to the assignment.

11.3 The Contractor may use general learnings or anonymized insights for future work, publications, or learning resources, if no client- or participant-identifiable information is shared.

Article 12 – Complaints and Disputes

12.1 Complaints should be submitted in writing within 14 calendar days of the relevant issue.

12.2 Both parties will make reasonable efforts to resolve disputes amicably.

12.3 If no agreement is reached, disputes will be settled by the competent court in the Netherlands.

Article 13 – Governing Law

13.1 All Agreements are governed exclusively by Dutch law.



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