

TERMS AND CONDITIONS

Breingelique hersenletsel hulp

(translated to Breingelique hersenletsel hulp)

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Article 1: Definitions

In these terms and conditions, the following definitions apply:

Breingelique hersenletsel hulp: The company providing services in the field of coaching, public speaking and providing information, aimed at people with brain injuries and their health care professionals, caregivers and work field.

Client: Any natural or legal person using the services of Breingelique hersenletsel hulp.

Agreement: Any arrangement between Breingelique hersenletsel hulp and the client regarding the providing of services.

Services: All activities offered by Breingelique hersenletsel hulp, including (but not limited to) lectures, coaching, workshops, and online sessions.

Written: Written communication also includes electronic communication such as email.

Article 2: Applicability

1. These terms and conditions apply to all offers, agreements, providing information, services, and deliveries of Breingelique hersenletsel hulp.
2. Deviations from these conditions are only binding if confirmed in writing by Breingelique hersenletsel hulp.
3. If a clause in these terms and conditions is void or annulled, the remaining provisions remain fully effective.

Article 3: Formation of the agreement

1. Offers from Breingelique hersenletsel hulp are non-binding and valid for 30 days unless otherwise indicated.
2. An agreement is formed after the client has given written approval of the offer or order confirmation.
3. Breingelique hersenletsel hulp reserves the right to refuse assignments without stating reasons.

Article 4: Prices and payment

1. All prices are stated in euros and exclusive of VAT unless otherwise indicated.
2. Payment must be made within 14 days of the invoice date unless otherwise agreed.
3. If the payment term is exceeded, the client is in default without further notice and statutory interest is due.
4. All reasonable costs, both judicial and extrajudicial, incurred by Breingelique hersenletsel hulp to collect its claim are borne by the client.

Article 5: Cancellation and modification

1. Cancellation by the client of a planned service can be done free of charge up to 14 days before the start. After that, 50% of the fee will be charged.
2. In case of cancellation within 48 hours before the start, the client owes the full fee to Breingelique hersenletsel hulp.
3. In case of cancellation by Breingelique hersenletsel hulp within 48 hours before the start, the personalized agreements included in the contract are binding. This applies whether replacement solutions and/or fee contents have been chosen.
4. Changes to appointments must be communicated in writing as soon as possible. Breingelique hersenletsel hulp will endeavor to honor changes but cannot guarantee this.

Article 6: Liability

1. Breingelique hersenletsel hulp is not liable for any direct or indirect damage, except in cases of intent or gross negligence.
2. If Breingelique hersenletsel hulp is held liable, the liability is limited to the amount charged for the relevant service.
3. Breingelique hersenletsel hulp is not responsible for consequential damage, dissatisfaction, lost profits, or indirect damage.
4. Breingelique hersenletsel hulp does not provide medical advice. Breingelique hersenletsel hulp is not liable for medical, emotional, and/or financial consequences or damage.
5. Breingelique hersenletsel hulp is not responsible for the content, quality, behavior, and/or advice given via the provided links and any consequences thereof.

Article 7: Force majeure

1. Breingelique hersenletsel hulp is not obliged to fulfill any obligation if hindered by force majeure. Force majeure includes circumstances that prevent the fulfillment of the obligation and are not attributable to Breingelique hersenletsel hulp, including strikes, disruptions, or government measures.
2. Breingelique hersenletsel hulp does everything possible to meet agreed appointments. In rare cases, however, an assignment can't proceed or must be rescheduled due to the limitations imposed by her brain injury. This will be communicated to the client as soon as possible. In this case, Article 5.3 will apply.
3. In case of cancellation or rescheduling due to the aforementioned circumstances, Breingelique hersenletsel hulp is not liable for any damage or costs arising from this.

Article 8: Confidentiality and privacy

1. Breingelique hersenletsel hulp will not disclose confidential information of the client to third parties unless legally required or when agreed upon by both parties, in writing, in advance.
2. Personal data are processed in accordance with the General Data Protection Regulation (GDPR). The privacy policy can be found on www.breingelique.nl.

Article 9: Intellectual property

1. All materials, presentations, and content provided by Breingelique hersenletsel hulp will remain the property of Breingelique hersenletsel hulp.
2. The client is not allowed to reproduce, publish, or use materials for commercial purposes without written permission.

Article 10: Applicable law and disputes

1. All agreements are exclusively governed by Dutch law.
2. Disputes are submitted to the competent court in the district where Breingelique hersenletsel hulp is established.

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