

## GENERAL TERMS AND CONDITIONS

### Article 1: Introductory statement

1. These general terms and conditions apply to every agreement (hereinafter referred to as: the "Agreement") between The Changery and client (hereinafter referred to as: the "Client").
2. These general terms and conditions have been drawn up in the Dutch and English language. In the event of any discrepancy as to the contents and purport of these general terms and conditions, the Dutch text is binding and will prevail.

### Article 2: Payments

1. Unless otherwise agreed upon in writing, invoices shall be paid within fourteen (14) days of the date of the invoice by payment or transfer to a bank or giro account nominated by The Changery.
2. Should payment not be made on its due date, the Client shall as from the date of expiry of the payment term be in default by operation of law – without any notice of default being required – and the Client shall owe the statutory interest on the amount payable (including VAT) as from the date of default.

### Article 3: Cancellation of appointments or meetings

1. A coaching session or appointment may be cancelled free of charge until the day five working days prior to the day of the appointment. In the event of cancellation up to 24 hours prior to the date of appointment 50% of the agreed advisory rate will be charged. Appointments cancelled within 24 hours prior to the date of the appointment will be charged in full.
2. A session planned for a part of the day or longer (i.e. a team coaching or training) may be cancelled free of charge until the day four weeks prior to the day of the session. In the event of cancellation up to two weeks prior to the date of the meeting 50% of the agreed advisory rate will be charged. Meeting cancelled within two weeks prior to the date of the meeting will be charged in full.
3. The leadership Intensive may be cancelled free of charge until the day 12 weeks prior to the departure date. Between 12 and 8 weeks prior to the departure date, the cancellation costs are 50% of the total travel sum. Between 8 weeks prior to the departure date and the departure date, the cancellation costs are 100% of the total sum.
4. The Changery reserves the right to cancel the trip up to 4 weeks prior to the departure date in the event of calamities, registration of an insufficient number of participants or other unforeseen circumstances. In that event, funds already paid will be returned.



## Article 4: Termination of the Agreement

1. If the Client does not, not fully or not timely comply with any obligation under the Agreement, The Changery is entitled to suspend its obligations under the Agreement or to rescind the Agreement. If non-compliance is attributable to the Client, The Changery is entitled to compensation of the damages suffered by it as a consequence thereof, including all costs incurred by The Changery in the context of the Agreement, the costs in connection with work in progress and the capacity and time of associates already reserved, such as with respect to project management. In addition, The Changery is entitled to charge 50% (fifty percent) of the compensation for services not rendered that would have been due pursuant to the quotation of The Changery in the event of regular completion of the assignment.
2. In the event that the Agreement is terminated because the Client has been granted a suspension of payments or has been filed for, it has been declared bankrupt or bankruptcy has been filed for, the Natural Persons Debt Rescheduling Act is declared applicable to it or it has made a decision to liquidate, the Client shall as be in default by operation of law, all claims of The Changery on the Client under the Agreement shall be immediately due and payable and the Client shall owe the statutory interest thereon as from that moment.
3. Any extra-judicial costs made by The Changery to obtain out-of-court payment of damages suffered by it as a consequence of rescission or termination of the Agreement shall be borne by the Client.

## Article 5: Complaints procedure

The Changery strives for a high quality of our services. Should you, despite our endeavours to provide you with the best possible service and assistance, not be satisfied, you can submit a complaint. This document contains information on how to submit a complaint and within what term you can expect a response.

With this complaints procedure we want to emphasize that we value the relationship with our Clients. We take an expression of dissatisfaction very seriously and at the same time view it as an opportunity to optimize our services.

### 5.1. Submission of a complaint

You can express your complaint in writing. The address can be found under point 7. In order to assess your complaint as quickly as possible, we ask you to include the following items in your letter:

- The name of the client and the contact person, the address, postal code and place of residence
- The session that your complaint relates to
- The name of the consultant who has provided the session
- The date on which the session took place
- The date on which you send your letter
- A description of your complaint
- Any documents that clarify the complaint



The more relevant information you provide, the better we will be able to assess your complaint.

## 5.2. Complaint registration

The Changery registers the submission of complaints as well as the manner in which these are handled. To this end, a complaints file is created, in which at least the following information is included:

- The name and address details of the complainant.
- The date of submission of the complaint.
- The name of the complaint manager.
- The description of the complaint.
- The date and manner of handling the complaint.
- The status of the complaint.

## 5.3. Complaint handling

You will receive a written confirmation of receipt within one week of receipt of your complaint. In this letter you will be informed about the person that handles your complaint and about the period within which your complaint will be assessed. We always strive to do this within four weeks of the submission of the complaint. If it turns out that this is not feasible, you will receive written notice thereof.

The person handling your complaint can ask you for additional information during the assessment. If necessary, we will consult one or more external experts.

The complaint is treated confidentially at all times.

## 5.4. Response to complaint

You will receive a substantive response to your complaint within four weeks, unless you have previously received a written and reasoned statement that a delay has occurred. This can be caused by, among other things, the complexity of the file.

We will make every effort to handle your complaint satisfactorily. Yet it may be that you do not agree with the settlement. If there is still a dispute after the end of the exchange of views, you can the NAI, Aert van Nesstraat 25 J / K, 3012 CA Rotterdam. The decision of this authority is binding and any consequences will be dealt with as soon as possible.



## 5.5. Administration

All data relating to the handling of your complaint will be retained for at least two years after the complaint has been processed.

## 5.6. Address

You can send your letter or e-mail for The Changery to:

The Changery, Willemsparkweg 28hs 1071 HG Amsterdam, [office@thechangery.nl](mailto:office@thechangery.nl)