

General Terms and Conditions Grow Motion

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Company Name: Grow Motion

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Chamber of Commerce number: 95550097

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E-mail: info@grow-motion.nl

Website: www.grow-motion.nl

Insurance: Professional liability insurance in place

Article 1: Definitions

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

1.1 Contractor: the sole proprietorship Grow Motion, located in Oldenzaal, owner Erik Schepers, hereinafter also referred to as "contractor";

1.2 Client/Customer: the natural person or legal entity that enters into an agreement with contractor;

1.3 Services: all forms of coaching, guidance, training, workshops, assessments and related services offered by contractor, divided into:

a) Individual Services:

- Level-up Yourself individual coaching (8-session program)
- Personal grief counseling
- Executive coaching for technical professionals
- Assessment and intake sessions

b) Group Services:

- Level-up Yourself group coaching
- Workshops and masterclasses
- Team development sessions
- Online group training

c) Corporate Services:

- In-company training and team development

- Speaking engagements and presentations
- Organizational consulting
- Train-the-trainer programs

d) Online Services:

- Online courses and training
- Digital assessments
- Video content and learning materials
- Webinars and online workshops

e) Materials and Tools:

- Level-up Yourself methodology and materials
- Assessment instruments
- Workbooks and manuals
- Digital tools;

1.4 Agreement: any arrangement between contractor and client regarding service delivery;

1.5 Session: an individual or group meeting between coach and client(s);

1.6 Program: a series of sessions or activities aimed at a specific goal.

Article 2: Applicability

2.1 These general terms and conditions apply to all offers, quotations and agreements between contractor and client.

2.2 Deviations from these terms are only valid if explicitly agreed upon in writing.

2.3 If one or more provisions of these terms are null and void or annulled, the remaining provisions remain fully in force.

2.4 Any general terms and conditions of the client are expressly rejected.

Article 3: Formation of the Agreement

3.1 An agreement is formed by:

- Signing of a coaching agreement by both parties; or
- Written confirmation of participation in a program or training; or
- Payment of an invoice or participation fee.

3.2 Contractor reserves the right to refuse registration when there are reasons to believe that the desired services are not suitable for the client.

3.3 For corporate services, a written quotation and acceptance thereof is required.

Article 4: Right of Withdrawal and Cooling-off Period

4.1 For consumers, a cooling-off period of 14 days applies after concluding the agreement.

4.2 The right of withdrawal expires when:

- The service provision has started with explicit consent of the consumer within the cooling-off period;
- It concerns service provision on a specific date or period (workshops, events);
- It concerns online content where more than 25% of the material has been accessed;
- Registration takes place within 14 days before the planned start of the service provision.

4.3 Upon exercising the right of withdrawal, amounts already paid are returned within 14 days, minus any services already delivered proportionally.

4.4 For business clients, no right of withdrawal applies.

Article 5: Prices and Payment

5.1 All prices are inclusive of VAT, unless stated otherwise.

5.2 Payment arrangements by type of service:

a) Individual Coaching (Level-up Yourself 8-sessions):

- Full payment in advance before start of the program

b) Workshops and Group Training:

- Full payment at latest 1 week before start

c) Corporate Services:

- According to quotation and invoice
- Standard within 30 days after invoice date

d) Online Courses:

- Full payment in advance before access
- Access is granted after receipt of payment

5.3 In case of late payment, client is in default without further notice and statutory interest is due from the first day of default.

5.4 Contractor reserves the right to suspend service provision in case of late payment.

5.5 Installment payment is possible after prior written agreement, without additional costs.

5.6 Corporate Social Responsibility: Annually, contractor reserves a few spots for less financially capable clients at a reduced rate.

Article 6: Execution of Services

6.1 Contractor executes services to the best of their ability and according to the standards of good workmanship.

6.2 Services are executed based on the agreements made and the methodologies employed.

6.3 Contractor determines the manner in which services are executed, except for written agreements to the contrary.

6.4 Sessions take place at the agreed times. In case of inability to attend, the client must cancel at least 24 hours in advance.

6.5 Missed sessions without timely cancellation (minimum 24 hours in advance) are forfeited without compensation.

Article 7: Obligations of the Client

7.1 Client provides timely all information necessary for the execution of the services.

7.2 Client ensures a suitable environment for online sessions (stable internet connection, quiet space).

7.3 Client actively participates in the coaching process and carries out agreed actions.

7.4 In group sessions, client respects the privacy and confidentiality of other participants.

Article 8: Confidentiality and Privacy

- 8.1** Contractor treats all information from client strictly confidentially according to professional standards.
- 8.2** Contractor processes personal data in accordance with GDPR and the privacy policy.
- 8.3** Information is only shared with client consent or if legally required.
- 8.4** For testimonials and case studies, explicit written consent is requested in advance.
- 8.5** Confidentiality applies within the bounds of law and ethical responsibility. In exceptional cases of imminent danger, contractor may, after careful consideration, engage professional help.
- 8.6** In group sessions, all participants are bound to mutual confidentiality regarding shared personal information.
- 8.7** Online sessions are not recorded unless explicitly agreed upon in advance with all participants.

Article 9: Online Services and Digital Access

- 9.1** For online courses, access applies for the period as stated in the service description, with a minimum of 12 months after purchase.
 - 9.2** Access to online content is provided after full payment via personal login credentials.
 - 9.3** Login credentials are personal and may not be shared with third parties.
 - 9.4** Contractor does not guarantee 100% availability of online services, but strives for maximum uptime.
 - 9.5** Technical problems or maintenance are communicated in advance where possible.
 - 9.6** In case of permanent loss of online access due to technical causes, an alternative solution is offered or the amount is refunded.
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Article 10: Intellectual Property

10.1 All intellectual property rights to materials, methodologies, content and the Level-up Yourself methodology rest exclusively with contractor.

10.2 Client obtains a non-exclusive, non-transferable right of use for personal use of received materials.

10.3 Strictly prohibited without written permission:

- Commercial use of materials
- Reproduction or distribution of content
- Use of materials for own training or coaching
- Resale or licensing to third parties

10.4 The Level-up Yourself methodology, assessment tools and related content are property of contractor and protected by copyright.

10.5 In case of infringement of intellectual property rights, client owes compensation of at least 3x the usual license fee for that type of use, without prejudice to the right to further damages.

10.6 Participants may apply acquired insights and learning points in their personal or professional development.

Article 11: Safe Learning Environment and Behavioral Rules

11.1 Contractor maintains a safe, respectful learning environment as the foundation for all service provision.

11.2 All participants are expected to:

- Communicate respectfully with fellow participants and facilitators
- Make active, constructive contributions to the learning process
- Maintain agreed confidentiality
- Follow through on made agreements and commitments

11.3 Contractor reserves the right to immediately terminate participation in case of:

- Disrespectful, intimidating or disruptive behavior
- Breach of confidentiality
- Repeatedly failing to honor agreements
- Behavior that threatens the safety or well-being of others

11.4 In case of exclusion, no refund of paid amounts takes place.

11.5 For grief counseling, extra care applies due to the vulnerable nature of this process.

Article 12: Liability

12.1 Contractor has professional liability insurance in place according to industry requirements.

12.2 Contractor's liability is primarily limited to the amount paid out under the professional liability insurance.

12.3 In the absence of insurance payout, liability is limited to the amount paid for the respective service provision, with a maximum of €2,500.

12.4 Contractor is only liable for direct damage as a result of a serious attributable shortcoming in the execution of the agreement.

12.5 Contractor is not liable for:

- Indirect damage, consequential damage or lost profits
- Damage due to non-compliance with advice or instructions
- Damage due to incorrect or incomplete information from client
- Results of choices that client makes after coaching
- Damage arising from actions of third parties engaged by contractor

12.6 Coaching, guidance and grief processing are not a replacement for medical, psychological or psychiatric treatment.

12.7 Client is personally responsible for the application of acquired knowledge and insights.

12.8 Any claims for damages must be submitted in writing to contractor within 6 months after discovery of the damage.

12.9 Client indemnifies contractor against all claims from third parties arising from the execution of the agreement.

Article 13: Force Majeure

13.1 Contractor is not obligated to fulfill obligations if prevented by force majeure.

13.2 Force majeure is understood to mean: illness of contractor, natural disasters, pandemics, epidemics, government measures, technical failures, internet outages, utility failures, and other circumstances beyond contractor's control.

13.3 In case of force majeure, the agreement is suspended and new arrangements can be made for execution.

13.4 If force majeure lasts longer than 3 months, the agreement can be terminated by both parties without compensation.

13.5 Already paid amounts for undelivered services are refunded proportionally.

Article 14: Amendment and Termination

14.1 Changes to the agreement are only valid if agreed upon in writing.

14.2 Client can terminate the agreement at any time with due observance of the cancellation conditions from article 15.

14.3 Contractor can terminate the agreement in case of:

- Non-payment after written notice of default of 14 days
- Undesirable behavior of client (article 11)
- Circumstances that make further cooperation reasonably impossible

14.4 Upon termination by contractor, the unearned portion of the fee is refunded, except in case of termination due to undesirable behavior of client (article 11.3), whereby no refund takes place.

Article 15: Cancellation and Rescheduling

Level-up Yourself Programs (8-sessions):

15.1 In case of cancellation of the complete program, the following costs apply:

- More than 30 days before start: 10% of total costs
- 15-30 days before start: 25% of total costs
- 7-14 days before start: 50% of total costs
- Within 7 days before start: 75% of total costs
- After start of the program: 100% of total costs

Workshops and Group Training:

15.2 Cancellation conditions for workshops:

- Up to 30 days before start: free of charge
- 15-30 days before start: 30% of costs
- 7-14 days before start: 50% of costs

- Within 7 days before start: 100% of costs

15.3 Rescheduling to another workshop is possible up to 48 hours before start (once, free of charge).

Online Courses:

15.4 For online courses, a "money-back guarantee" applies if:

- Cancelled within 14 days after purchase
- Maximum 25% of course material has been accessed
- Request is submitted via info@grow-motion.nl

Corporate Services:

15.5 Cancellation of corporate assignments:

- Up to 1 month before start: actual costs incurred + €150 administrative costs
- Within 1 month before start: 50% of total assignment
- Within 1 week before start: 100% of total assignment

General Provisions:

15.6 All cancellations must be made in writing (by email).

15.7 In case of cancellation by contractor due to force majeure, the full amount is refunded within 7 days.

15.8 Contractor reserves the right to exclude a client for behavior that disrupts the safe learning environment, without refund.

Article 16: Collection Costs

16.1 In case of non-payment after notice of default, all collection costs are at the expense of client.

16.2 Extrajudicial collection costs amount to a minimum of 15% of the outstanding amount with a minimum of €150.

16.3 All judicial costs and attorney fees are also at the expense of the defaulting client.

Article 17: Complaints and Dispute Resolution

17.1 Complaints must be reported in writing within 14 days after occurrence at info@grow-motion.nl.

17.2 Contractor strives to handle complaints within 14 days.

17.3 If no solution is reached, the complaint can be submitted to:

- Mediation according to the regulations of the Dutch Mediation Institute
- The competent court

17.4 Both parties make an effort to resolve disputes first through consultation or mediation.

Article 18: Applicable Law

18.1 Dutch law applies to all agreements.

18.2 Disputes are submitted to the competent court in the Overijssel district (Almelo), unless the law provides otherwise.

18.3 For consumers, the protective provisions of mandatory consumer law apply.

Article 19: Final Provisions

19.1 These general terms and conditions can be amended. Changes take effect after written notification with a 30-day notice period.

19.2 The most recent version is always available at www.grow-motion.nl.

19.3 In case of conflict between different language versions, the Dutch text prevails.

19.4 If one or more provisions prove to be null and void or voidable, the remaining provisions remain fully in force. Void provisions are replaced by valid provisions that approximate the purpose of the original provision as much as possible.

Contact for questions:

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Grow Motion

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These general terms and conditions have been prepared with care, but serve as an indication. For specific legal situations, it is advised to seek professional legal advice.

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