General Terms and Conditions Grow Motion

This is an English translation of the Dutch "Algemene Voorwaarden Grow Motion". If there is any difference between this translation and the Dutch text, the Dutch text prevails.

Version: 2.2
Effective date: 01-09-2026
Trade name: Grow Motion
Business owner: Erik Schepers (sole proprietorship)
Address: Bereklauw 3, 7577 ET Oldenzaal, the Netherlands
Chamber of Commerce (KvK) number: 95550097
VAT identification number: NL004222510B46
Email: info@grow-motion.nl
Website: www.grow-motion.nl
General liability insurance: Interpolis (Achmea Schadeverzekeringen N.V.), worldwide cover, except liability under the laws of the United States and Canada

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Article 1: Definitions

In these terms and conditions:

1.1 Contractor: Erik Schepers, trading as Grow Motion.

1.2 Client: the natural person or legal entity that enters into an agreement with the Contractor and owes the fee. This may be the Participant or, for example, the Participant's employer.

1.3 Participant: the person who actually takes part in the coaching, assessment or training. The Client and the Participant may be the same person.

1.4 Consumer: a Client who is a natural person and is not acting in the course of a profession or business. An employee who pays for a programme personally is a Consumer.

1.5 Business Client: any Client that is not a Consumer, such as an employer or a self-employed professional who purchases a programme for their own business.

1.6 Services: the services of the Contractor, including:

- individual coaching and development programmes, such as *Leadership Unblocked*;
- development assessments;
- trainings and workshops, if included in a proposal or quotation.

1.7 Proposal: the written proposal or quotation of the Contractor that describes the content, scope, duration and price of the Services.

1.8 Agreement: the arrangement between the Contractor and the Client for the provision of Services, consisting of the accepted Proposal and these terms and conditions.

1.9 Session: an appointment between the Contractor and the Participant, online or in person.

1.10 In Writing: by letter or by email.

Article 2: Applicability

2.1 These terms and conditions apply to all Proposals, quotations and Agreements of the Contractor.

2.2 The Contractor makes these terms and conditions available before or when the Agreement is concluded, for example as an attachment to the Proposal.

2.3 If the Proposal and these terms and conditions conflict, the Proposal prevails.

2.4 Where these terms and conditions contain a separate provision for Consumers, that provision prevails. These terms and conditions never limit the rights a Consumer has under mandatory law.

2.5 General terms and conditions of a Business Client do not apply, unless the Contractor has accepted them In Writing.

Article 3: Offer and conclusion of the Agreement

3.1 A Proposal is valid for 30 days, unless it states a different period.

3.2 The Agreement is concluded when the Client signs the Proposal or accepts it In Writing.

3.3 The Contractor may decline an assignment if he expects that his Services are not suited to the needs of the Client or Participant.

3.4 If the Client is not also the Participant, the Contractor discusses the confidentiality arrangements in Article 8 with both at the start.

Article 4: Performance

4.1 The Contractor performs the Services to the best of his ability, with the care that may be expected of a good coach and trainer. This is an obligation of effort. The Contractor does not guarantee any particular result.

4.2 The Contractor determines the approach and methodology, in consultation with the Participant and within the arrangements in the Proposal.

4.3 The Contractor may engage third parties for parts of a programme, such as a training delivered by a partner organisation. This is done in consultation with the Participant. The Contractor remains the point of contact and remains responsible for the performance.

4.4 Sessions take place within the duration stated in the Proposal. Arrangements for contact between Sessions are set out in the Proposal.

4.5 Coaching is not a substitute for medical, psychological or psychiatric treatment. If the Contractor believes the Participant needs other help, he discusses this with the Participant.

Article 5: Rescheduling appointments

5.1 The Participant may reschedule a Session free of charge up to 24 hours before it starts.

5.2 A Session cancelled less than 24 hours in advance, or at which the Participant does not appear, counts as held. In case of force majeure on the Participant's side (such as sudden illness or an emergency), the Contractor will reasonably seek to arrange a new appointment.

5.3 If the Contractor needs to reschedule a Session, he offers a new appointment as soon as possible. This is free of charge for the Client.

5.4 Sessions that are not used within the duration of the programme due to the Participant expire. In special circumstances, the Contractor will extend the duration by reasonable agreement.

Article 6: Obligations of the Client and Participant

6.1 The Client and Participant provide the information needed for proper performance in good time.

6.2 For online Sessions, the Participant ensures a quiet room and a stable connection.

6.3 The Participant takes an active part and is responsible for the choices they make and for how they apply the insights gained.

Article 7: Prices and payment

7.1 Prices for Consumers include VAT. Prices for Business Clients exclude VAT, unless stated otherwise.

7.2 Payment is made as set out in the Proposal. If the Proposal says nothing about this, the following applies:

- **Consumer:** payment before the start of the programme. Payment in instalments is possible by prior agreement In Writing. The total amount is then 5% higher.
- **Business Client:** payment within 30 days of the invoice date.

7.3 If the Client does not pay on time, the Client is in default once the payment term has expired. The Client then owes statutory interest, or in the case of a Business Client, statutory commercial interest.

7.4 The Contractor may suspend performance as long as a due invoice remains unpaid, after notifying the Client In Writing.

7.5 If the Contractor incurs costs to collect an invoice, he may charge extrajudicial collection costs in accordance with Dutch law (Article 6:96 of the Dutch Civil Code and the Extrajudicial Collection Costs Decree). For a Consumer, this only happens after the Consumer has received a reminder with a payment term of 14 days.

Article 8: Confidentiality

8.1 The Contractor treats everything the Participant shares in the context of the Services as confidential.

8.2 If an employer or other third party pays for the programme:

- The Contractor reports back to that Client only on general progress: participation, the stage of the programme and the themes in general terms.
- The Contractor shares the content of Sessions only if the Participant gives explicit consent in each specific case. That consent is recorded by email and can be withdrawn at any time.

8.3 For a development assessment, the Contractor first discusses the draft report with the Participant. The report is only shared with the Client after the Participant has approved it In Writing. Without approval, the report is not shared.

8.4 The Contractor may share confidential information without consent only if required by law, or if there is serious and imminent danger to the Participant or others. In the latter case, he weighs this carefully and, where possible, discusses it with the Participant first.

8.5 Notes and transcripts of sessions are a standard part of the approach and are necessary for proper performance of the Services. The Contractor uses them solely for the Participant's programme and stores and deletes them as described in the privacy statement. If the Participant does not want a particular topic to be recorded, they discuss this with the Contractor.

8.6 Video or audio recordings of Sessions are made only if the Participant gives consent in advance.

8.7 For a testimonial or case description, the Contractor asks for consent In Writing in advance, per channel and per item (such as name, job title and photo). A testimonial may also be anonymous.

8.8 If the Participant takes part in a group activity, they keep what other participants share confidential.

Article 9: Privacy

The Contractor processes personal data in accordance with the General Data Protection Regulation (GDPR). The privacy statement at www.grow-motion.nl sets out which data he processes, for what purposes and for how long.

Article 10: Intellectual property

10.1 All rights to the Contractor's materials, methods and content, including the Leadership Unblocked method, workbooks and assessment instruments, remain with the Contractor.

10.2 The Participant may use the materials received for their own personal and professional development. They may freely apply the insights in their work.

10.3 Without the Contractor's permission In Writing, it is not permitted to copy, distribute or resell the materials, or to use them to train or coach others.

10.4 If a Business Client infringes these rights, it owes a fee of three times the usual licence fee for that use. The Contractor also retains the right to full compensation for damages.

Article 11: Liability

11.1 The Contractor has general liability insurance.

11.2 If the Contractor is liable, that liability is limited to the amount paid out by the insurance in that case. If the insurance does not pay out, liability is limited to the fee for the Agreement concerned.

11.3 Towards a Business Client, the Contractor is not liable for indirect damage, such as consequential damage and loss of profit.

11.4 The Contractor is not liable for damage resulting from incorrect or incomplete information provided by the Client or Participant.

11.5 The limitations in this article do not apply in case of intent or deliberate recklessness on the part of the Contractor.

11.6 A claim for damages must be submitted to the Contractor In Writing within one year after the Client discovered, or could reasonably have discovered, the damage.

11.7 A Business Client indemnifies the Contractor against third-party claims related to the performance of the Agreement, unless the damage results from intent or deliberate recklessness on the part of the Contractor.

Article 12: Force majeure

12.1 If the Contractor is temporarily unable to meet his obligations due to force majeure, such as illness, government measures or a prolonged disruption beyond his control, these obligations are suspended. The Contractor informs the Client as soon as possible and reschedules the performance.

12.2 If the force majeure lasts longer than 2 months, either party may terminate the Agreement In Writing.

12.3 On termination due to force majeure, the Contractor refunds the amount paid in advance for Services not provided within 14 days.

Article 13: Termination and cancellation

Consumers

13.1 A Consumer may terminate the Agreement In Writing at any time, including after the programme has started.

13.2 On termination, the Consumer pays:

- for the Services already provided, in proportion to the price in the Proposal (for example the number of Sessions held relative to the total); and
- costs the Contractor has demonstrably already incurred and can no longer recover, such as a training already booked with a third party.

13.3 If the Consumer has paid more than follows from 13.2, the Contractor refunds the difference within 14 days of the termination.

13.4 The right of withdrawal in Article 14 applies in addition.

Business Clients

13.5 A Business Client may terminate the Agreement In Writing. It then pays:

- up to 30 days before the start: the costs the Contractor has demonstrably already incurred, with a minimum of € 150;
- within 30 days before the start: 50% of the fee;
- within 7 days before the start or after the start: the full fee.

13.6 In consultation with the Contractor, a Business Client may transfer the programme to another Participant instead of cancelling it.

Termination by the Contractor

13.7 The Contractor may terminate the Agreement In Writing if:

- the Client has still not paid after a written reminder with a 14-day payment term;
- the Participant behaves in a seriously inappropriate way, for example by intimidating others, or breaches the confidentiality of others;
- circumstances make further cooperation reasonably impossible.

13.8 On termination by the Contractor, he refunds the amount paid in advance for Services not provided, less costs he has demonstrably already incurred.

Article 14: Right of withdrawal for Consumers

14.1 If a Consumer concludes the Agreement at a distance (for example via video calls and email) or off the Contractor's premises, the Consumer may withdraw from the Agreement within 14 days of its conclusion without giving any reason.

14.2 Withdrawal is made by a clear statement sent by email to info@grow-motion.nl. The Consumer may use the model form in the annex for this, but is not required to.

14.3 The programme starts within the withdrawal period only if the Consumer explicitly requests this. If the Consumer then withdraws, they pay an amount proportionate to what has been provided at the time of withdrawal.

14.4 The right of withdrawal lapses if the Services have been fully performed within the withdrawal period, and the Consumer explicitly agreed in advance to the start and acknowledged that they would then lose the right of withdrawal.

14.5 The Contractor refunds any amount the Consumer has overpaid within 14 days of the withdrawal, using the same means of payment.

Article 15: Complaints

15.1 If the Client or Participant has a complaint, they report it In Writing to info@grow-motion.nl as soon as possible after discovering the problem. For a Consumer, a report within 2 months of discovery is always considered timely.

15.2 The Contractor responds to a complaint substantively within 14 days.

15.3 If the parties cannot resolve the matter together, they may agree on mediation. Mediation is not mandatory and does not affect the right to go to court.

Article 16: Governing law and competent court

16.1 All Agreements are governed by Dutch law.

16.2 Disputes are submitted to the competent court in the district of Overijssel, the Netherlands, unless the law designates a different court.

16.3 A Consumer may always also submit a dispute to the court that has jurisdiction by law, such as the court of their place of residence.

Article 17: Amendments and final provisions

17.1 The Contractor may amend these terms and conditions. A new version only applies to Agreements concluded after that. For ongoing Agreements, the version that applied when the Agreement was concluded remains in force, unless the parties agree otherwise.

17.2 If a provision of these terms and conditions is void or is annulled, the other provisions remain in force. The parties then agree on a replacement provision that comes as close as possible to the intention of the original provision.

17.3 If there is any difference between a translation and the Dutch text, the Dutch text prevails.

Annex: Model withdrawal form

(Complete and return this form only if you wish to withdraw from the agreement.)

To: Grow Motion, Erik Schepers, Bereklauw 3, 7577 ET Oldenzaal, the Netherlands, info@grow-motion.nl

I hereby give notice that I withdraw from my agreement for the provision of the following service:

Service: .....

Agreement concluded on: .....

Name: .....

Address: .....

Signature (only if this form is submitted on paper): .....

Date: .....