



Joey Velberg | Life Artist

General Terms & Conditions

Article 1 | Definitions

1. Joey Velberg | Life Artist: the user of these general terms and conditions. Joey Velberg | Life Artist is registered at the Dutch Chamber of Commerce with number 67924484.
2. Commissioner: every natural or legal entity that enters into an agreement with Joey Velberg | Life Artist or is in negotiation with Joey Velberg | Life Artist about making an agreement.
3. Customer: anyone who participates in one of the activities of Joey Velberg | Life Artist that are part of coaching and workshops.
4. Contractor: Joey Velberg | Life Artist.
5. Agreement: every agreement that comes about between Joey Velberg | Life Artist and the customer/commissioner, every change made or complement to, including all legal acts in implementation of that agreement and in hindsight, all legal acts necessary to making that agreement.
6. Services: All by Joey Velberg | Life Artist to customer/commissioner delivered services and activities, including: coaching and workshops, all in the broadest sense of the word, as well as all other work of whatever nature performed for the customer/commissioner, performed in the context of an assignment, including work that has not been performed at the express request of the customer/commissioner.

Article 2 | Application

1. These general terms and conditions apply to all offers and agreements, both oral and written, whereby Joey Velberg | Life Artist offers or provides services. Deviations from these terms and conditions are only valid if expressly agreed in writing.
2. These general terms and conditions also apply to agreements whereby Joey Velberg | Life Artist involves third parties for the implementation of the agreement.



3. Any purchase or other general terms and conditions of the customer do not apply unless these have been agreed by Joey Velberg | Life Artist and have been expressly accepted in writing.

4. If Joey Velberg | Life Artist does not demand strict compliance with these general terms and conditions for a short or longer period of time, this does not affect the right of Joey Velberg | Life Artist to still demand direct and strict compliance.

5. Void or voidable provisions do not affect the validity and force of other provisions. The void or voided provision(s) will be replaced by new, legally permissible provision(s) that are consistent with the purpose and intent of the void or voided provision(s).

6. Situations that are not regulated in these general terms and conditions, or about which there is uncertainty, must be assessed in accordance with the spirit and purpose of these general terms and conditions.

7. Joey Velberg | Life Artist reserves the right to amend or supplement these general terms and conditions. Minor changes can be made at any time. If the customer/commissioner does not want to accept a change, they can terminate the agreement until the date on which the new terms and conditions come into effect.

Article 3 | Executing the agreement

1. The contractor will perform the agreement to the best of his knowledge and ability. The contractor has a best efforts obligation towards the execution of the agreement and can therefore not be held accountable on the basis of an obligation of result.

2. By confirming the order/agreement and thus these general terms and conditions, the customer/commissioner gives permission for automatic processing of the personal data obtained from the agreement. Joey Velberg | Life Artist will use this personal data exclusively for its own activities.

Article 4 | Changing the agreement

1. If during the execution of the agreement it appears that it is necessary for a proper execution to change or supplement the work to be performed, the parties will adjust and sign the agreement in writing in a timely manner and in consultation.

2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected as a result. Joey Velberg | Life Artist will inform the customer of this as soon as possible.

3. If an amendment or supplement to the agreement has financial and/or qualitative consequences, Joey Velberg | Life Artist will inform the customer about this in advance.



Article 5 | Prices and quotations

1. All offers and quotations made by the contractor are without obligation, both with regard to price, content and delivery time and will expire automatically after 30 days.
2. Quotations are based on the information available to the contractor.
3. An agreement is active the moment that the customer/commissioner has signed a quotation and has been received and accepted by the contractor and/or has been recorded by email, or if a request from a customer for coaching by the contractor has been confirmed via a signed coaching agreement either confirmed by post or email to the customer with the business arrangements.
4. Further price agreements can be laid down in the agreement, such as hiring third parties, hiring accommodation, resources, travel costs, etc.

Article 6 | Payment conditions

1. Payment must be made, unless otherwise agreed in writing, within 14 days of the invoice date, as indicated by Joey Velberg | Life Artist, in the currency in which the invoice is made. Payment will be made without deduction, compensation or suspension for any reason whatsoever.
2. If the customer/commissioner has not paid the amounts due at the latest on the due date, he/she will automatically be in default, without further notice of default being required. In the event of payment default by the customer/commissioner, Joey Velberg | Life Artist is entitled to discontinue or suspend all work to be performed for the benefit of the customer/commissioner with immediate effect, without being liable for compensation in any way towards the customer/commissioner.
3. In the event of payment default, the customer/commissioner henceforth owes default interest on the unpaid claims equal to legal interest rates.
4. In the event of liquidation, bankruptcy or suspension of payment by the customer/commissioner, the claims of Joey Velberg | Life Artist and the obligations of the customer/commissioner towards Joey Velberg | Life Artist will be due immediately.
5. Payments made by the customer/commissioner always serve in the first place to settle all interest and costs owed, in the second place for due invoices that have been unpaid the longest, even if the customer/commissioner states that the payment relates to a later invoice.
6. If by Joey Velberg | Life Artist is expected to put in more than the usual effort required to implement the agreement, Joey Velberg | Life Artist is in his legal right to demand additional payment (or equivalent security) before commencing the assignment.

7. In case Joey Velberg | Life Artist decides for reasons of his own to collect a claim for non-payment of one or more unpaid invoices by judicial means, the customer/commissioner is also obliged to reimburse all reasonable judicial and extrajudicial costs in addition to the original

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costs and interest owed. This will always include the costs of a collection agency, as well as the costs and fees of bailiffs and lawyers, even if these exceed the legal costs to be awarded.

8. In the event of any objections regarding the invoice, the customer/commissioner must notify the contractor in writing within two weeks of receiving the invoice.

Article 7 | Terminating/prolonging the agreement

1. The agreement between the customer/commissioner and the contractor can be terminated or extended in writing at any time by both parties. When terminating the agreement, a notice period of 30 days must be observed, unless the parties have agreed on a different period.

2. The termination of the agreement does not affect the financial obligation that still has to be fulfilled.

Article 8 | Cancelling the agreed upon services by contractor

The contractor reserves the right to cancel agreed services, without stating reasons, and to refuse a customer. The contractor will confirm this cancellation or refusal in writing, and will repay any amounts paid in advance for 100% of the amount paid up to that point by the customer/commissioner, with which the agreement is terminated without further obligations or claims from both sides.

Article 9 | Cancelling the agreed upon services by customer

1. The customer is obligated to notify the contractor in writing in case of any cancellation or change. In the event of cancellation by the customer, the customer and the contractor will first consult to arrive at suitable alternatives. If no suitable alternatives are possible, such at the discretion of the contractor, cancellation conditions apply. The customer is obliged to pay cancellation costs for the planned training or workshop to the contractor, as follows:

2. In case of cancellation of an offered workshop, after registration up to four weeks before the start, the cancellation costs are 50%.

3. In case of cancellation of an offered workshop, after registration within two weeks before the start, the cancellation costs are 100%. This also applies to premature termination, at the start, or if one fails to appear at the workshop.

4. If an offered workshop is canceled after registration up to four weeks before the start, the cancellation costs are 50%.

5. In case of cancellation of an offered workshop, after registration within two weeks before the start, the cancellation costs are 100%. This also applies to premature termination, at the start, or if the customer/commissioner fails to appear at the workshop.

Article 10 | Rescheduling an appointment for individual coaching

1. If the customer/commissioner cancels the appointment made by them within 24 hours prior to the relevant appointment, the contractor will charge the costs and the



customer/commissioner is obliged to pay them. Appointments canceled or rescheduled before this time will not be charged.

2. If the customer/commissioner does not appear for a planned activity, the costs for this activity will be charged and the customer/commissioner is obliged to pay them.

3. The contractor reserves the right to reschedule or cancel appointments if it is unable to properly implement the agreement.

Article 12 | Confidentiality

1. Both parties are obliged to maintain the confidentiality of all information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.

2. Regardless of the method of recording or transfer, information relating to the customer will only be provided to third parties after the customer has taken cognizance of that information and has given permission for that information to be provided, unless otherwise provided by Dutch law.

3. If, based on a statutory provision or a court decision, the contractor is obliged to provide confidential information to third parties designated by law or assigned judge and the contractor cannot invoke a right recognized or permitted by law or by the right of non-disclosure, then the contractor is not obliged to pay compensation or indemnity.

Article 13 | Liability

1. The contractor does not accept any liability whatsoever for damage caused by or in connection with services to be provided by the contractor.

2. The contractor is not liable for direct or indirect damage suffered by the customer due to actions or decisions taken by the Customer. The customer always remains responsible for their choices.

3. Any liability of the contractor for trading loss or other indirect or consequential loss, of whatever nature, is explicitly excluded.



Article 14 | Intellectual Property

Joey Velberg | Life Artist is the owner of all intellectual property rights to the information provided by Joey Velberg | Life Artist developed works and materials (including documents, images and sound) that are used in the context of the activities offered, unless otherwise agreed in writing, or if another copyright owner has been indicated for the work itself. Without specific permission from Joey Velberg | Life Artist it is not allowed to publish data, in any form whatsoever, from these works and materials, or to multiply it in any way.

Article 15 | Force of nature

1. In case of force majeure, Joey Velberg | Life Artist is not obliged to fulfill any obligation towards the customer. In such a case, the parties will consult with each other to find an alternative way of fulfilling the agreement.

2. If the period of force majeure lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to pay compensation to the other party. If the above situation occurs when the agreement has been partially performed, the customer is bound by its obligations towards Joey Velberg | Life Artist up until that moment. Joey Velberg | Life Artist is entitled to separately invoice the part already fulfilled or to be fulfilled. The customer is obliged to pay this invoice as if it were a separate agreement.

Article 16 | Complaint procedure

1. If the customer/commissioner has complaints about the work performed, they must notify the contractor of this in writing within 14 days of the complaint arising.

2. After taking cognizance of and discussing the complaint with the customer/commissioner, both parties take action to implement the chosen solution as well as possible.

Article 17 | Applicable law

1. On every agreement between Joey Velberg | Life Artist and the customer/commissioner Dutch law applies.

2. Disputes arising from agreements to which these terms and conditions apply and which do not fall within the competence of the district judge, or 'kantonrechter', will be subjugated to the judge of the arrondissement in which Joey Velberg | Life Artist is located.