



General terms and conditions of The ME Company, personal and career coaching, based in Amsterdam, hereinafter referred to as ME

Article 1: Applicability

1. These general terms and conditions apply to every offer made by ME and to every contract concluded between ME and a client. These terms and conditions also apply if, on ME's instructions, a third party is engaged in the performance of the agreed assignment.

Article 2: Quotation

1. The quotation is based on information provided by the client. Should this second use of Client be ME and not client? Client warrants that the information required for the design and execution of the order for which the quotation has been issued is complete and reliable.

2. A quotation issued by ME is without obligation; it is valid for 30 days, unless otherwise stated. ME is bound by the quotation if the client's acceptance of it within 30 days is evidenced.

3. The rates, fees and/or cost estimates as stated in the quotation includes preparation time, travel hours and training materials by ME. Travel and accommodation expenses incurred by ME and any location expenses are stated separately.

4. Rates, fees and/or cost estimates included in the quotation are exclusive of VAT, unless otherwise indicated.

Article 3: Agreement

1. The agreement defining the client's assignment to ME and its duration is established by acceptance of the quotation by the client. The agreement is entered into for the duration of the assignment.

2. If during the term of the agreement it becomes apparent that for the proper performance of the assignment it is necessary to change or supplement the agreed work and/or term, ME and the client shall consult with each other in good time in this regard. In doing so, ME will provide insight into the financial and qualitative conditions under which necessary adjustments can be agreed. In doing so, ME will in any case indicate the extent to which amending or supplementing the order will result in additional costs for the client.

3. Additional costs cannot be charged if the change or supplement to the order is the result of circumstances attributable to ME.

4. Amendments and additional conditions shall be in writing and attached to the agreement as an addendum.

5. Both parties may terminate the agreement in writing in the interim. If the agreed duration of the assignment exceeds one year, the parties must observe a notice period of at least one month.

6a. If the client terminates the contract early, ME will charge the client the agreed invoice value for the entire assignment and agreed duration.



☎ 020 2101 702
✉ info@mecompany.nu
🌐 www.mecompany.nu

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6b. An assignment already paid for, which has not yet been fully completed through several consecutive sessions by the client due to special circumstances, must still be performed by ME at the client's request up to a maximum of one year after the start of the assignment.

7. ME will exercise its right to terminate the agreement prematurely if completion of the assignment cannot reasonably be required of it. In that case, ME will only charge the client for the costs of its work up to the time of termination of the agreement.

8. If the client becomes bankrupt or applies for suspension of payments or refuses to fulfil its obligations, ME has the right to terminate the contract immediately, without prejudice to the client's obligations towards ME.

Article 4: Implementation

1. ME shall perform the agreed work according to assignment to the best of its knowledge, ability and in accordance with the requirements of good workmanship. ME is a member of the National Association for Supervision and Coaching (LVSC) and shall carry out the assignment in accordance with the rules and guidelines agreed by this organisation with its members.

2. If and insofar as the proper performance of the assignment requires it, ME may have certain work that forms part of the assignment performed by third parties at its own discretion. In that case, ME will inform the client in good time.

3. The client shall ensure that, for the proper performance of the assignment, the information - which the client should reasonably understand is necessary or which ME indicates is necessary - is made available to ME in a timely and complete manner.

4. ME is not liable for damages of any kind arising from negligence, incompleteness or carelessness in the provision of information by the client.

Article 5: Cancellation

1. If an assignment or part thereof is cancelled within 24 hours before the start of its performance, the client shall be charged 100% of the full invoice value, as well as any agreed obligation to pay for travel, accommodation and location costs.

2. If an order or part of it is withdrawn within 24 hours before the execution of the order, the client will be charged 100% of the full invoice value, (as well as any agreed obligation to pay travel, accommodation and location costs)

on account of the preparatory work carried out (including, in particular, processing and perusing e-mails, correspondence and other information sent by the client), which was carried out by ME for the performance of the assignment.

3. Notwithstanding the above, the time of an individual coaching or career interview can be changed free of charge up to 24 hours before the interview starts. If the conversation is cancelled within 24 hours before its start, the full invoice value of the conversation will be charged to the client, as well as any agreed obligation to pay travel, accommodation and location costs.

Article 6: Payment



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1. Payment of the invoice must be made within 14 days of the invoice date in a manner to be specified by ME.
2. In the event of the client's liquidation, bankruptcy or suspension of payments, ME's claims and the client's obligations to ME shall be immediately due and payable.
3. After the expiry of the term of payment, the principal shall be in default. In that case, ME may charge the client statutory interest on the amount due without prior notice of default. ME reserves the right to suspend further performance of the assignment in that case.
4. Payments made by the client shall firstly always serve to settle all interest and costs due; secondly, the longest outstanding payable invoices, even if the client states that the payment relates to a later invoice.
5. If the client is in default or breach of one or more of its obligations, all extrajudicial costs to be incurred by ME, including collection costs, shall be borne by the client.
6. When refunding credited amounts by ME, a payment period of up to 30 days is applied.

Article 7: Confidentiality

1. Within the framework of the agreement, the parties are obliged to keep confidential any information obtained from each other or from any other source that is considered confidential by either party and/or whose confidentiality the parties should have understood given the nature of the information.

Article 8: Intellectual property

1. Models, techniques, instruments, syllabi and training materials etc, including software used for the execution of the order, are exclusively intended to be used by the client. Disclosure can only take place after permission from ME.
2. ME may use knowledge gained through the execution of the order for other purposes as long as no confidential information is brought to the knowledge of third parties.

Article 9: Liability

1. Liability of ME as a result of shortcomings in the performance of the assignment, insofar as they are the result of not observing the requirements of care, expertise and workmanship on which the client was reasonably entitled to rely, is limited to the invoice value of the assignment, at least that part of the assignment to which the liability relates. ME is never liable for consequential damage.
2. For orders with a duration of more than three months, the limitation of liability applies to a maximum of the invoice value over the last three months.

Article 10: Privacy policy

ME is responsible for the management of personal data recorded in the context of ME's services. The policy adopted by ME for this purpose is set out in a privacy statement published by ME.

Article 11: Applicable law



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Any agreement between ME and the client is governed by Dutch law.



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