



*Wendy Hobbelink*

LIVING YOUR INNER NATURE

## Terms and Conditions

## Wendy Hobbelink – (Executive) coaching, Life coaching, Talks & Retreats, Book

### Article 1 Applicability of the Terms and Conditions

1. These Terms and Conditions apply to any agreements between Wendy Hobbelink and clients. This concerns participation in or delegation to provide trainings, individual coachings, retreats and other instances of education, guidance and coaching. Furthermore this includes any performance of an advisory role, taken in the broadest sense, hereinafter referred to as “trajectory”.
2. Any discrepancies of the Terms and Conditions are binding only in the event of written confirmation by Wendy Hobbelink.

### Article 2 Execution of the contract

1. In extraordinary situations, Wendy Hobbelink reserves the right to annul a trajectory and to refuse participation of any individual in any trajectory.
2. Wendy Hobbelink reserves the right to refuse participation of an individual in a trajectory on the basis of the target audience and/or the individual's impediment of other participants' learning goals.
3. Wendy Hobbelink reserves the right to outsource certain activities to third parties.

### Article 3 Refusal of (continued) participation

1. Wendy Hobbelink reserves the right to refuse participation of an individual in a particular trajectory in the case where a more suitable trajectory is appropriate (i. e. psychotherapy) and in the case where said individual's participation would impede the learning goals of the other participants.

### Artikel 4 Cancellation of contract by client

#### General

1. In accordance with the following restrictions, prior to the commencement of the trajectory, the client reserves the right to cancel the contract by email.
2. The cancellation date is defined as the date of the cancellation email.

#### *Cancellation conditions concerning trajectories with open registrations (group trainings)*

3. Cancellation occurring more than eight weeks before commencement of the trajectory, hereinafter defined as the date of the first meeting, will not be subject to financial obligations towards Wendy Hobbelink.
4. Cancellation occurring less than eight weeks before commencement of the trajectory incurs 100% of the costs of said trajectory.

#### *Cancellation conditions concerning individual trajectories*

5. Cancellation of an appointment less than three business days prior to the agreed upon time and date incurs 100% of the costs of said appointment.

#### *Cancellation conditions concerning in-company trajectories*

6. Cancellation occurring more than eight weeks before commencement of the trajectory will not be subject to financial obligations towards Wendy Hobbelink.  
Cancellation occurring less than eight weeks but more than six weeks prior to commencement of the trajectory incurs 50% of the costs of said trajectory.  
Cancellation occurring less than six weeks but more than four weeks prior to the commencement of the trajectory incurs 75% of the costs of said trajectory.  
Cancellation occurring less than four weeks prior to the commencement of the trajectory incurs 100% of the costs of said trajectory.

### Article 5 Payment

#### General payment

1. In the event of overdue payment or non-payment, the client will be charged statutory interest beginning fourteen days after issuing of the invoice.
2. The client is responsible for payment in predetermined currency without deductions concerning perceived or real shortcomings in execution of contract on the part of Wendy Hobbelink.
3. In the event of liquidation, bankruptcy and moratorium concerning the client, all outstanding payments and financial obligations towards Wendy Hobbelink immediately become due and payable.
4. Wendy Hobbelink reserves the right to enlist a third party for the collection of payment in the case of overdue payment or non-payment. All costs, including legal and extrajudicial collection, will be incurred by the client. This covers costs related but not limited to the employment of a debt collection agency and the fees of lawyers and debt collectors. The client will be responsible for these costs in the event the litigation costs exceed the legally awarded litigation costs. In the event of overdue payment, the client will incur 10% of the original outstanding amount to cover litigation costs.

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### Article 6 Author's rights

1. All author's rights concerning brochures, project material, trajectory material, manuscripts, exercises, syllabi, books, vlogs, blogs and other media provided by Wendy Hobbelink and websites made by Wendy Hobbelink belong to Wendy Hobbelink.

Without the express written consent of Wendy Hobbelink, the client may not reproduce or publish the content of any material or parts of material provided by Wendy Hobbelink.

### Article 7 Liability

1. Wendy Hobbelink accepts liability towards the client in the event of harm as a result of actions attributable to Wendy Hobbelink in the execution of the contract or in the event of an illegal action on the condition that her liability is insured and covered by insurance.
2. Wendy Hobbelink is not liable for psychological harm to the client or to a participant delegated by the client attributable to activities concerning Wendy Hobbelink.
3. The liability of Wendy Hobbelink is limited to the payable amount of the action in question or in the case of a payment plan, the payable amount over a period of six months.

### Article 8 GDPR: General Data Protection Regulation

Wendy Hobbelink believes your personal data should be treated responsibly and respectfully. Personal data will be carefully and securely handled by us. We will conform to the existing privacy legislation. We recommend you examine our privacy statement. The legislative changes will have no effect on the current settings or the manner in which your data is handled.

#### Contact details

Wendy Hobbelink, Voorstraat 72, 2201HZ Noordwijk, is responsible for handling personal data, as reflected in the privacy statement. Wendy Hobbelink is available via the following e-mail address: [wendy@wendyhobbelink.com](mailto:wendy@wendyhobbelink.com).

#### Personal data we use

Wendy Hobbelink utilizes personal data resulting from your registration as a participant to face-to-face or online coachings, retreats, trainings, courses or consultancies and your willingness to share this data.

Below you will find a summary of personal data we handle

- Name organization, department, position (if applicable)
- First and last name or initials and last name
- Address
- Telephone number
- Personal e-mail
- Invoice email, in the case this differs from the personal email
- Bank account number (IBAN), only used for accounting purposes.

This includes photo/video material that is made during training days, trainings, courses, workshops, retreats, coachings and other activities organized or provided by Wendy Hobbelink.

#### Purpose and intent of using personal data

Wendy Hobbelink utilizes your personal data for the following reasons

- registration for retreats, courses, trainings, coaching or consultancies
- to contact you via telephone or email, if necessary, or to invite you for events
- to distribute our newsletter
- to share photos and video material to followers of Wendy Hobbelink on social media, made during events organized or provided by Wendy Hobbelink for the purpose of our website and newsletter.

#### How long do we use your personal data

Wendy Hobbelink saves your personal data no longer than necessary to achieve the purpose of acquiring said data. Personal data is removed from our archives when the individual the data concerns unsubscribes or passes away.

#### Sharing personal data with third parties

Wendy Hobbelink does not sell your personal data to third parties and does not share data without your permission. Your data is handled confidentially.

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### Cookies or similar systems we use

Wendy Hobbelink uses a cookie on the contact page of the website. You may remove cookie functionality through your browser settings. These settings also allow you to remove previously saved data.

The website uses Google Analytics, a web analysis service provided by Google Inc. Google Analytics uses cookies to analyze the website and how users navigate it. By using the website you agree to allow Google to use the data from your using of the website (i. e. your IP-address). You can refuse using cookies using your browser settings. This will most likely limit your options when using the website.

### Access to, alteration of and deleting data

You have the right to see, alter and delete your personal data. You also have the right to revoke permission concerning your personal data or to object to the use of your personal data by Wendy Hobbelink. You may send a request to Wendy Hobbelink to send the personal data we hold to another organization of your choosing. You may send an objection to the use of personal data or a request to see, correct, delete, transfer or retract your personal data to [wendy@wendyhobbelink.com](mailto:wendy@wendyhobbelink.com). Wendy Hobbelink would like to draw your attention to submitting a complaint with the Dutch national authority, the Autoriteit Persoonsgegevens. This is possible by clicking the following link: <https://autoriteitpersoonsgegevens.nl/nl/contact-met-deautoriteit-persoonsgegevens/tip-ons>

### How we secure personal data

Wendy Hobbelink takes the security of your data seriously and has ensured appropriate safeguards against misuse, loss, unauthorized access, undesirable publicity and unwarranted changes. If you are under the impression that your data is not secure or that there are signs of misuse, please contact Wendy Hobbelink +31(0)60115615099 at [wendy@wendyhobbelink.com](mailto:wendy@wendyhobbelink.com)

### **Article 9 Applicability of law**

Dutch law applies to every agreement between a client and Wendy Hobbelink. Differences resulting from agreements where these articles are applicable and not belonging to the jurisdiction of a district judge, will be subject to the authority of the Rechtbank Midden-Nederland.

### **Disclaimer website Wendy Hobbelink**

The disclaimer concerns information found on the website of Wendy Hobbelink: [www.wendyhobbelink.com](http://www.wendyhobbelink.com). The disclaimer does not apply to any other websites accessed via our website through a hyperlink or any other method. Wendy Hobbelink is not liable for the trustworthiness and validity of information found on those websites.

### **Liability**

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