



Terms and conditions Melissa Boelen

Version 2020

These are our terms and conditions.

If you have any questions, don't hesitate to contact us at hello@melissaboelen.com.

We have the right to change and / or add conditions to these terms and conditions at any time. You agree that the latest version of these terms and conditions will always apply to our agreement.

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Article 1. Definitions

In these conditions the following terms have the following meanings:

1. Terms and conditions: These terms and conditions of Melissa Boelen.
2. Melissa Boelen: The user of these general terms and conditions, namely Melissa Boelen, registered at the Chamber of Commerce under number 76455963 and established in (2312 RL) Leiden at Looiersplein 24.
3. Entrepreneur: the (legal) person who acts in the exercise of a profession or business and who signs a contract with Melissa Boelen.
4. Consumer: the person who does not act as an entrepreneur and who signs a contract with Melissa Boelen.
5. Customer: the entrepreneur or consumer who purchases a service and/or product from Melissa Boelen.
6. Visitor: anyone who uses the website of Melissa Boelen in any way without purchasing a service and/or a product.
7. Distance contract: a signed agreement whereby one or more techniques for communication are used without Melissa Boelen and the customer is in the same room.
8. Technology for distance communication means that can be used to conclude an agreement, without the customer and Melissa Boelen being together in the same room at the same time.
9. Reflection period: the period that the customer can use his right of withdrawal.



10. Right of withdrawal: the option for the customer to cancel the contract within the reflection period.
11. Day: calendar day.
12. Durable database: any object that allows the customer to store information that is addressed to him personally in a way that enables future consultation and unaltered reproduction of the stored information.
13. Account: Identification of the user who grants their access to certain parts of the Website. A unique username and password are linked to an Account.

Article 2. Applicability

1. These terms and conditions apply to every offer from Melissa Boelen and to every (distance) contract between Melissa Boelen and the customer.
2. Before the (distance) contract is concluded, the text of these terms and conditions will be handed to the customer. If this isn't possible the customer can view the terms and conditions on the website of Melissa Boelen. Melissa Boelen can also send the terms and conditions electronically.
3. When specific product or service conditions apply in addition to these general terms and conditions, the second paragraph applies.
4. Any terms and conditions of customers and / or third parties do not apply to the agreement between the customer and Melissa Boelen.

Article 3. Offers

1. All offers made by Melissa Boelen on the website are without obligation unless otherwise agreed. The customer chooses to purchase a product and / or a service.
2. Offers that are specifically made and sent to a (future) customer are without obligation and are valid for 14 days after sending unless otherwise agreed.
3. An offer only applies to the specific assignment or service and does not guarantee the same price for future offers and / or assignments.
4. The customer must provide various (personal) data if an offer is accepted. Melissa Boelen may assume that the provided information is correct.
5. The offer contains a complete and accurate description of the products and / or services offered. The description will be detailed so the customer can properly assess the offer.
6. All images shown on the Melissa Boelen website are a faithful representation. Obvious mistakes or errors in the offer cannot bind Melissa Boelen.

Article 4. The agreement

1. The agreement goes into effect at the moment of acceptance by the client of the offer and the satisfying of the associated conditions.
2. If the customer has accepted the offer electronically, Melissa Boelen will confirm the acceptance of the offer as soon as possible. As long as the receipt of this acceptance has not been confirmed, the customer can terminate the agreement free of charge.
3. If the agreement is concluded electronically, Melissa Boelen will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment.
4. Melissa Boelen can - within legal frameworks - inquire whether the customer can meet his payment obligations, as well as all those facts and factors that are important for a fulfilling of the agreement. If based on this investigation,



Melissa Boelen has good reasons not to enter the agreement, she is entitled to refuse an order or request or to attach special conditions to the execution.

5. If Melissa Boelen agreed to deliver a series of products or services, the condition in the previous paragraph applies only to the first delivery.

Article 5. Cancellation

1. When purchasing an online training, product, and/or service, a customer is not entitled to cancellation, unless otherwise agreed in writing.
2. If it is agreed in writing that a customer can cancel and the customer uses this right, the customer remains bound by his payment obligation. The following conditions do apply:
 - a. The client can cancel free of charge up to 2 weeks before the 1-on-1 coaching.
 - b. If the customer cancels the assignment 1 week before the agreed execution date, the customer must pay at least 50% of the agreed price.
 - c. If the customer cancels the order up to 48 hours before the agreed execution date, the customer must pay at least 50% of the agreed price.
 - d. If the customer cancels less than 48 hours before the agreed execution date, the customer must pay 100% of the agreed price.
3. The right of withdrawal does not apply to products and / or services that are customized products.
4. For speaking at events, if this event is canceled or if the assignment with Melissa Boelen is canceled, at least 50% of the agreed price must be paid at all times.

Article 6. (coaching) conversations

1. Melissa Boelen also offers various coaching sessions, and these can be part of an online program. The customer must ensure that - in addition to the program - sufficient time is reserved for the execution of various assignments. After all, the customer's results largely depend on the customer's own efforts.
2. An appointment must be canceled by e-mail at least 24 hours in advance. If an appointment is canceled in less than 24 hours, the customer owes the costs for the appointment, or in case of a package one coaching appointment of the customer is canceled.
3. Melissa Boelen has the right to reschedule or cancel appointments, she will do this in consultation with the customer.

Article 7. Training and confidentiality

1. Melissa Boelen has the right to refuse a customer if she has the opinion that this is not conducive to the collaboration or if the customer can be helped better by someone else.
2. Melissa Boelen is entitled to make visual material of the training, coaching, and/or the live meetings for marketing purposes. If a customer objects to the visual material, the customer must notify Melissa Boelen in writing. Melissa Boelen cannot be held liable for visual material that is shared if a customer and / or attendee has not submitted an objection.
3. Both parties are obliged to observe confidentiality with everything that has been discussed during the coaching conversations, training courses, and/or assignments. The confidentiality also applies after termination of the



agreement. This can only be broken if a legal obligation rests on one of the parties to make the information public.

4. Melissa Boelen keeps all data for as long as necessary for a reasonable execution of the agreement. A longer retention period may be required by law, regulation, court order, or decision of a public authority

Article 8. Rates

1. During the period of validity stated in the offer, the prices of the products and / or services being offered will not be increased, except for price changes as a result of changes in VAT rates.
2. The prices stated in the offer of products or services are exclusive of VAT unless stated otherwise in writing.
3. All prices are subject to printing and spelling errors. No liability is accepted for the consequences of printing and / or spelling errors and Melissa Boelen cannot be obliged to deliver for these (incorrect) prices.
4. Melissa Boelen can index the agreed prices every year.

Article 9. Payment and collection costs.

1. The customer must pay within the agreed periods on the invoice unless otherwise agreed in writing. Melissa Boelen also offers the possibility to pay the invoices directly online.
2. The customer has the duty to report inaccuracies in provided invoices directly to Melissa Boelen.
3. If the customer does not pay the invoice on time, the customer is in default after sending a reminder. Melissa Boelen is entitled to suspend the work and access, temporarily till the invoice is paid. The customer owes the statutory interest (if he is a consumer) or the statutory commercial interest (if they is a company) plus 1% if the invoices stay unpaid. The interest is calculated from the moment that the customer is in default until the moment of payment of the full amount.
4. If the customer is in default, they also owes all extra-judicial collection costs. The collection costs are calculated as follow, with the minimum collection costs being € 40:
 - a. 15% on the first € 2,500;
 - b. 10% on the part that remains thereafter, up to € 5,000;
 - c. 5% on the part that remains afterwards, up to € 10,000;
 - d. 1% on the part that remains afterwards, up to € 200,000;
 - e. 0.5% on the remaining part, whereby the total collection costs amount to a maximum of € 6,775.
5. The full claim of Melissa Boelen on the customer is due immediately if:
 - a. The client has been declared bankrupt when there is a moratorium of payment or he/she/they enters into debt restructuring.
 - b. The customer's company is dissolved or liquidated;
 - c. Customer is placed under guardianship or dies.

Article 10. Warranty

1. Melissa Boelen guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, and the reasonable requirements of reliability and / or usability. Despite the fact that Melissa



Boelen is responsible for this, we cannot guarantee this because various products and / or services are provided by third parties.

2. The customer must examine a product when it is made available or when the work has been carried out. The customer must investigate whether the quality and quantity of the delivered goods correspond with what has been agreed and whether it meets the requirements that the parties have agreed.
3. The customer must notify Melissa Boelen in writing of any visible defects as soon as possible but no later than fourteen days after delivery. The report must contain a detailed description, including a photo, of the defect.
4. This warranty does not apply if the customer uses the delivered products incorrectly, does not maintain them correctly, and/or processes the delivered products. This guarantee also does not apply if a defect arises due to circumstances that Melissa Boelen cannot do anything about.

Article 11. Delivery and execution of the order

1. Melissa Boelen will take the greatest possible care when receiving and executing orders for products and / or services.
2. Melissa Boelen will take the wishes of the customer into account as much as possible in the performance of the work.
3. Melissa Boelen will carry out the assignment to her best insight and ability and according to the requirements of a good trainer and is entitled to engage third parties. Melissa Boelen can never be held liable for the lack of results.
4. Melissa Boelen will execute the accepted orders for goods as soon as possible, but no later than 14 days unless a longer delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the customer will be notified of this no later than 2 weeks after placing the order. In that case, the customer has the right to terminate the agreement free of charge.
5. The client ensures that they provides all information and / or materials with convenient speed to Melissa Boelen that are necessary to carry out the assignment.
6. If the customer does not provide the necessary information on time, Melissa Boelen may suspend the execution of the assignment and invoice the additional costs resulting from the delay. Melissa Boelen is not liable for damage caused by Melissa Boelen relying on incorrect or incomplete information provided by the customer.
7. In case of dissolution in accordance with paragraph 4, Melissa Boelen will refund the amount that the customer has paid as soon as possible, but no later than 30 days after dissolution.

Article 12. Change of assignment and additional work

1. The customer can pass on a change or adjustment within 7 days after acceptance of the order. These changes will be processed free of charge within this period.
2. When -during the assignment- it appears that it is necessary to change or supplement the content of the assignment for a proper execution, the parties will do so in mutual consultation.
3. Melissa Boelen can increase or decrease the agreed price in the event of changes. Melissa Boelen will (if possible) provide a quotation in advance. Due to a change in the assignment, the specified term of execution may also change.



The customer accepts the possibility of changing the order, price, and execution time.

4. Melissa Boelen may refuse a request to change the client's assignment if this can have a qualitative or quantitative consequence for the work.

Article 13. Complaints procedure

1. Melissa Boelen has a complaints procedure and handles complaints in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted fully and clearly described to Melissa Boelen via hallo@melissaboelen.nl within 14 days after receiving the product and/or service.
3. Complaints submitted to Melissa Boelen will be answered within a period of 14 days from the date of receipt. If a complaint requires an (un)foreseeable longer processing time, Melissa Boelen will reply within 14 days with a confirmation of receipt and an indication when the customer can expect a more detailed answer.
4. The customer must in any case give Melissa Boelen 4 weeks to resolve the complaint in mutual consultation.

Article 14. Intellectual property

1. Melissa Boelen reserves all rights to offers, documents, images, drawings, software, domain names, creations, and related information made by her. This also applies if costs have been charged or if improvements have been made.
2. It is not permitted to reproduce the website or any part or to make it available to third parties without the prior written permission of Melissa Boelen.
3. Everything that Melissa Boelen delivers remains the property of Melissa Boelen until the customer has fully fulfilled all his obligations.
4. If Melissa Boelen wishes to exercise its property rights, the customer gives unconditional and irrevocable permission to Melissa Boelen to enter all places where the properties are located, so that Melissa Boelen can take them back.

Article 15. Liability

1. Melissa Boelen is only liable for direct damage of the customer, which is directly and exclusively the result of a (serious) shortcoming on the part of Melissa Boelen.
2. Melissa Boelen is not liable for damage that has arisen because it is based on incorrect or incomplete information provided by the customer, for direct or indirect damage caused by third parties, lost profit, for collateral damage or for damage resulting from any inaccuracies in the system.
3. Melissa Boelen is also not liable for the (lack of) results during the training. The customer is solely responsible for the results.
4. If Melissa Boelen has been held liable and she has acknowledged this liability, then any liability is limited to:
 - a. the amount paid out by Melissa Boelen's liability insurance minus the own risk.
 - b. If the liability insurance does not payout, limited to the invoice amount of one invoice.

Article 16. Force majeure



1. Melissa Boelen does not have to fulfill her obligations if she is hindered by circumstances that are not due to her fault.
2. Force majeure is - in addition to what is understood by the law and jurisprudence - all external causes, foreseen or unforeseen, over which Melissa Boelen has no influence and as a result of which she is unable to fulfill her obligations.
3. Possible illness or incapacity for work is also a force majeure. However, Melissa Boelen and the client will try to find a suitable solution.

Article 17. Voidness, disputes, and applicable law

1. The voidness or voidability of any provision of these terms and conditions does not affect the applicability and validity of the rest of the general terms and conditions. The void or voided part will be replaced by a provision that follows the content of the void provision as much as possible.
2. All agreements, services, offers, and orders are subject to Dutch law.
3. Any disputes must first be settled in mutual consultation. If this fails after both parties' greatest efforts, a dispute can be submitted to the competent court in the Netherlands.