

## Company Policy Terms & Conditions – Freedom-Quest – Nieuwveld Consulting

### Article 1 | Applicability

These terms and conditions apply to all verbal and written agreements by or with and all related actions, lectures, meetings and coaching sessions, both preparatory and executive in nature.

### Article 2 | Company description

Freedom-Quest organises lectures and conducts private coaching sessions, workshops and retreats in the field of personal development in the broadest sense, all over the world. Freedom-Quest is a trade name of the organisation Nieuwveld Consulting, based in Switzerland and registered with the Chamber of Commerce under the number: CHE-386.073.862.

### Article 3 | Definitions

Contractor is Freedom-Quest (trade name), respectively Nieuwveld Consulting (organisation), which uses these general terms and conditions in the provision of its services. The Client is the person who uses the services offered. All agreements made between the Client and the Contractor (verbal/written) about the services to be provided are deemed to have been agreed.

### Article 4 | Fulfilment of the contract

1. the contractor shall fulfil the contract to the best of its knowledge and belief. The Contractor has a best-effort obligation with regard to the fulfilment of the agreement and can therefore not be held liable on the basis of a result obligation.

(2) By confirming the agreement and these General Terms and Conditions, the Client authorises the Contractor to use its name, address and telephone number for registration in the Contractor's customer file for administrative purposes.

3. the client shall ensure that all information which the client indicates as necessary or which the client must reasonably assume is necessary for the execution of the agreement is provided to the contractor in good time. If this information is not provided in time, the Supplier reserves the right to suspend the fulfilment of the Agreement.

### Article 5 | Prices and offers

(1) All offers and quotations of the Supplier shall be without obligation in terms of price, content and time and shall expire after 30 days.

2. the offers are based on the information available to the contractor.

3. a contract is concluded at the moment when the application form signed by the customer for approval or the contract is received by the contractor by e-mail or is accepted and/or confirmed by the contractor.

4. the hourly rate of CHF 88.00 shall be charged for a private consultation.

### Article 6 | Terms of payment

1. invoicing shall take place after receipt of the registration form. Payment must be made by bank transfer to account CH418053900005228021 in the name of Nieuwveld Consulting. The payment term is 14 days after the invoice date, unless otherwise stated on the invoice.

2. in the event of late or non-payment, the client shall be in default by operation of law and the contractor reserves the right to suspend fulfilment of the agreement with immediate effect. From this point in time, the customer shall also owe statutory interest on the outstanding amount. If the

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Contractor hands over the claim for collection, the Client shall also be liable for the judicial and extrajudicial costs associated with this collection.

3. in the event of objections to the invoice, the client must inform the contractor in writing within two weeks of receipt of the invoice.

### Article 7 | Duration and termination

(1) The agreement between the Client and the Contractor may be terminated or extended by either party at any time.

2. termination of the contract shall not affect the financial obligations still to be fulfilled.

### Article 8 | Registration and payment for retreats and workshops with open registration

When registering for workshops and retreats with open enrolment, the following terms of payment apply:

1. for registration up to 3 months before the start date, 50% of the invoice amount must be paid within 7 days of registration. The other 50% must be paid 90 days before the start of the retreat/workshop.

2. for registrations within 3 months before the start or during the retreat or workshop: 100% of the amount.

#### Article 8.1 | Cancellation by the client for workshops & retreats with open registration

The Client undertakes to notify the Contractor in writing of any cancellation or change. In the event of cancellation of the registration by the Client, the Client and the Contractor shall first consult in order to find suitable alternatives. If no suitable alternatives are possible, as at the discretion of the Contractor, the cancellation conditions shall apply. The Client is obliged to pay cancellation costs to the Contractor as follows:

1. if you cancel your registration up to four weeks before the start of the retreat or workshop, the cancellation fee is 50%. In this case you can use your own cancellation insurance.

2. in the event of cancellation after registration within four weeks before the start, the cancellation costs are 100%. This also applies to early termination, commencement or non-appearance at the workshop/retreat.

#### Article 8.2 | Cancellation by the Contractor

The Contractor reserves the right to cancel a lecture, coaching session or retreat without giving reasons or to refuse a client. The Contractor undertakes to confirm the cancellation or rejection in writing and in this case to refund 100% of the amount paid by the Client up to that point, thereby terminating the contract without any further obligations or claims on either side. If the cancellation is due to official measures, illness of the Freedom Guide or unforeseen circumstances such as force majeure, your payment will remain in full and your participation will be postponed to a later date in consultation.

### Article 9 | Postponement of a coaching session

1. if the client cancels the appointment within 24 hours before the appointment, the contractor will charge the costs and the client is obliged to pay. Appointments cancelled or postponed before this time will not be charged.

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2. if the client does not turn up for an agreed appointment, the costs of the appointment will be invoiced and the client is obliged to pay them. The hourly rate of CHF 88,- will be charged.

3. the contractor reserves the right to postpone or cancel appointments if he is unable to carry out the agreement properly.

### Article 10 | Data Protection & Privacy

1. both parties are bound by the data protection & privacy laws for everything that is discussed / happens during or in connection with the coaching sessions or the retreat.

2. during the lectures, workshops and retreats it may happen that photos and films are taken for marketing purposes (homepage, social and print media). This will of course be discussed in advance. If you do not wish to be in the picture, please let us know in advance. Of course, everyone's wish for privacy will be respected.

1. the contractor confirms that the personal data required for the appropriate support of the client will not be passed on to third parties. For details see privacy policy.

### Article 11 | Liability

(1) The Contractor accepts no liability for damage to property caused by or in connection with its services.

2. the contractor is not liable for direct or indirect psychological and/or physical damage suffered by the client as a result of actions or decisions taken in response to or during a coaching session, lecture, workshop or retreat. The client remains responsible at all times for the decisions made.

3. any liability of the Contractor for trading losses or other indirect or consequential damages of any kind is expressly excluded.

### Article 12 | Complaints procedure

1. if the client has complaints about the work carried out, he must notify the contractor in writing within 14 days of the complaint arising.

2. after the complaint has been acknowledged and discussed with the client, the contractor shall implement the chosen course of action to the best of his ability.

[www.freedom-quest.ch](http://www.freedom-quest.ch)

[www.TheNewField.nl](http://www.TheNewField.nl)

1<sup>st</sup> January 2024