

General Terms and Conditions Coaching

Version 2, 14 September 2026

Article 1 - Applicability

These general terms and conditions apply to coaching, mentoring, and related individual or team guidance offered by Fresh Thoughts and via The Happy Expats. The Happy Expats is a trade name of Fresh Thoughts Coaching & Consulting.

Fresh Thoughts is based in Elst, the Netherlands, and registered with the Dutch Chamber of Commerce (KvK) under number 84268417.

If different arrangements have been agreed in writing beforehand, those arrangements take precedence over these general terms and conditions.

Separate terms may apply to consultancy, training, or other business services (the General Terms and Conditions Type B Consultancy, available at freshthoughts.nl).

Article 2 - Formation of the agreement

An agreement is formed as soon as the client accepts an offer, quote, program proposal, or appointment from Fresh Thoughts.

The agreements made may cover, among other things: the number of coaching sessions; the length of the sessions; the location or online format; the price; the duration of the program; any additional materials, assessments, or e-learning.

Alongside these general terms and conditions, the coachee receives a coaching agreement and way of working, which describes, among other things, confidentiality, responsibilities, and the professional approach. Where the coaching agreement and way of working addresses day-to-day working methods, confidentiality, rescheduling or cancellation, or complaints differently than these general terms and conditions, the coaching agreement and way of working prevails.

Article 3 - Coaching and responsibility

Coaching is aimed at personal and/or professional development.

Fresh Thoughts has a best-efforts obligation and cannot guarantee a specific result.

The coachee remains responsible for their own choices, decisions, and actions.

Coaching is not medical, psychological, or therapeutic treatment. If it becomes apparent during a program that other or additional professional support would be more suitable, the coach may discuss this with the coachee and advise seeking appropriate help.

Article 4 - Delivery of the coaching

Coaching can take place: face to face; online; as walk-and-talk coaching; or in another format agreed in advance.

Fresh Thoughts may work with other coaches or professionals to deliver services via Fresh Thoughts or The Happy Expats. Who delivers the coaching is made clear in advance. Fresh Thoughts always remains the contracting party and point of contact for the client, including when the coaching is delivered by a coach who works with Fresh Thoughts or The Happy Expats. Where a coach acts as an independent contracting

party in their own right, rather than through an offering by Fresh Thoughts or The Happy Expats, these general terms and conditions do not apply, and the arrangements the coachee has made directly with that coach apply instead.

Should Simon Jansen be unable to continue an ongoing program due to a long-term unavailability, for example due to illness, Fresh Thoughts will put forward another qualified coach to complete the program, under the arrangements already agreed regarding content, fee, and duration. This will be discussed with the coachee beforehand. If the coachee does not wish to continue with the proposed replacement coach, article 12 applies to the sessions not yet used.

Article 5 - Confidentiality and client organization

What is discussed in coaching is treated as confidential.

If an employer or other third-party client organization or payer is involved in the program, they do not automatically receive information about the content of the coaching.

Any feedback to a client organization only takes place based on arrangements made in advance and with the coachee's knowledge.

More information about privacy and the processing of personal data is set out in the privacy statement of Fresh Thoughts and The Happy Expats.

Article 6 - Professional and ethical practice

Simon Jansen works as a coach in accordance with the International Ethical Code of EMCC/NOBCO. This code, and the accompanying EMCC Global Ethics Guidance for Coaching (including on the use of AI), can be found at <https://nobco.nl/over-nobco/kwaliteit/ethische-kaders/> (under "downloads") and are also sent free of charge on request.

Coaches who work with Fresh Thoughts or The Happy Expats follow the professional code of conduct that applies to them; more information is available on request.

The coach safeguards professional boundaries and discusses any potential conflicts of interest as they arise.

Article 7 - Use of AI and digital tools

Fresh Thoughts may use digital tools and AI, for example for: developing e-learning; creating or improving supporting texts; reflection questions and exercises; supporting the processing or interpretation of assessments.

AI never replaces the coach's professional judgment.

Confidential or directly identifiable personal data is not processed in external AI systems without consent.

The privacy statement applies to the processing of personal data.

Article 8 - Fees and payment

It is customary in coaching for payment to be made in advance, unless expressly agreed otherwise with the coach.

The price of a program or session is agreed in advance. Unless stated otherwise: prices for private individuals include VAT; prices for business clients exclude VAT; the payment term stated on the invoice applies.

In practice, this means Fresh Thoughts may request a deposit of up to 50% for a single session, payable before the session, with the remaining amount invoiced afterward. For a program with multiple sessions (a package, including a team coaching program), the fee is generally paid in full before the start of the program, unless agreed otherwise in writing.

In the event of late payment, Fresh Thoughts may suspend further services until the outstanding invoice is paid.

Statutory rules apply to interest and any collection costs.

Article 9 - Cancelling or rescheduling a session

A session can be rescheduled or cancelled free of charge up to 48 hours before it starts.

If a face-to-face session is cancelled within 48 hours of its start, Fresh Thoughts may propose holding the session online instead, at the originally agreed time.

If the coachee does not take up this option, the session may be considered used and charged.

A late cancellation of an online session, or not showing up, may also be considered a used session and charged.

Fresh Thoughts may decide to deviate from this in special circumstances.

The practical details of this article are also described in the coaching agreement and way of working.

Article 10 - Arriving late

If a coachee arrives late for a session, the originally agreed end time still applies.

The missed time is generally not made up and does not give a right to a refund or a replacement session.

Article 11 - Duration and unused sessions

A coaching program runs for the period agreed at the start.

Unless otherwise agreed in writing, unused sessions can be used for up to a maximum of two years from the date of the last session attended.

If no use has been made of the program for two years after the last session, the right to the remaining sessions lapses.

After that, there is no right to a refund for the unused part of the program, insofar as mandatory consumer law does not preclude this. This term applies only to the right to use unused sessions within a program and is not a general limitation period for the coachee's other rights.

Article 12 - Stopping a program early

A coachee can always decide not to continue with the coaching.

If the coachee decides not to complete a program that has already started, this generally does not give a right to a refund of program fees already paid.

For consumers, mandatory statutory rights always continue to apply.

If Fresh Thoughts itself decides to end a program early and paid but unused sessions remain, it will be assessed in reasonableness whether a refund of the unused part is appropriate.

Article 13 - Right of withdrawal for consumers

When a consumer enters into a coaching program remotely, for example by email, phone, or the internet, a statutory withdrawal period of 14 days may apply.

If the consumer asks to start coaching within this withdrawal period, Fresh Thoughts may ask them to confirm this explicitly.

A proportional fee may then be due for services already delivered, insofar as legally permitted.

Article 14 - Intake forms, assessments, and materials

The coachee is responsible for providing information relevant to the coaching truthfully and as completely as possible.

Any questionnaires, assessments, and evaluations are supporting tools. They are not a medical or psychological diagnosis.

Article 15 - Intellectual property

Materials that Fresh Thoughts or The Happy Expats provides, such as workbooks, exercises, presentations, e-learning, models, formats, videos, and texts, may be used by the coachee for their own personal use.

Without prior consent, these materials may not be copied, published, sold, used commercially, or shared with third parties, other than for normal personal use.

Article 16 - Online coaching and technology

For online coaching, both parties are responsible for a reasonably functioning internet connection and suitable equipment.

If a session cannot proceed due to a technical problem on Fresh Thoughts' side, a new appointment will be arranged in consultation.

Technical problems on the coachee's side do not automatically give the right to a replacement session, unless otherwise agreed in reasonableness.

Article 17 - Complaints

If a client or coachee is dissatisfied with the service, they are asked to raise this directly with Fresh Thoughts as soon as possible, so a solution can be sought together. Fresh Thoughts aims to resolve complaints carefully and in consultation.

If the parties cannot reach an agreement, a complaint about coaching by Simon Jansen can be submitted to NOBCO's independent complaints committee, via the complaints form at mijn.nobco.nl (<https://mijn.nobco.nl/aanmaken-formulier-prs/klachten>, a Dutch-language platform). The complaints regulation and an explanation of the procedure are available at <https://nobco.nl/over-nobco/kwaliteit/klacht-indienen/>.

Article 18 - Liability

Fresh Thoughts delivers its services carefully and to the best of its professional judgment.

Fresh Thoughts' total liability is, insofar as legally permitted, limited to compensation for damage up to a maximum of the fee agreed for the relevant agreement (excluding VAT). This does not apply to damage resulting from intent or deliberate recklessness on the part of Fresh Thoughts.

Fresh Thoughts is not liable for the consequences of decisions the coachee makes during or after the coaching.

If Fresh Thoughts is liable and a professional or business liability insurance policy provides cover, liability is furthermore never higher than the amount the insurer actually pays out in that case.

Article 19 - Force majeure

If Fresh Thoughts is temporarily unable to carry out an appointment or program due to circumstances beyond its reasonable control, the service will be rescheduled or suspended where possible.

This may include, for example, illness, serious technical failures, government measures, or other unforeseen circumstances.

In that case, the parties will seek a reasonable solution together. If the situation of force majeure lasts longer than 30 days, both parties have the right to terminate the agreement in writing for the part not yet performed, without this giving rise to a right to compensation.

Article 20 - Changes to these terms

Fresh Thoughts may amend these general terms and conditions if its services, legislation, or professional standards change.

For programs already underway, material changes are not simply applied retroactively.

The most current version is published on the website.

Article 21 - Applicable law

Dutch law applies to agreements with Fresh Thoughts.

Disputes will preferably first be resolved through mutual consultation.

If that is not successful, the dispute will be submitted to the competent Dutch court, unless mandatory law provides otherwise.