

Terms & Conditions

Miranda Veltman trades under the name Miranda Psychology Practice, Consultancy & Training Agency NV. This is a Limited Liability Company, in which she works as a Coach, Psychologist, Consultant and Trainer. The company is registered in the Chamber of Commerce under number 27619 on Sint Maarten.

Miranda Psychology Practice, Consultancy & Training Agency NV works with general terms and conditions. These general terms and conditions can be sent free of charge on request.

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1. Definitions

- a) Offer: the legal act, the offer, whether oral or not, which, after its acceptance, leads to an agreement.
- b) Quotation: Any offer from MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V that is made to the client, in response to a request to carry out an assignment.
- c) Assignment: The service or product provided by MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V
- d) Client: the (legal) with MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V concludes the agreement.
- e) Cancellation: All forms of termination or dissolution of the agreement.
- f) In writing: All communication between MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V that relates to the assignment, whether electronically, via social media or otherwise.
- g) Agreement: the agreement or agreements, both oral and written, between MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. and the client, in which it is described or discussed orally, which service MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. against which payment and under what conditions will perform.

h) Force majeure: in addition to what is meant by force majeure in law and case law, this includes all external causes, foreseen or unforeseen, on which MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. can exert no influence and through which MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. is unable to fulfill its obligations. Illness also falls under force majeure.

i) Parties: MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. and the client together.

j) Remuneration: The fee that has been agreed for the assignment. This may include a fixed amount, hourly rate, consultancy fee, whether or not related to the project sum or any other fee to be agreed between the parties.

2. General

1. MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. focuses in particular on coaching, treating and training the client.

The sessions can be given online or in the office. Focusing on:

- Advice, training, and coaching/treatment in the field of vitality, stress and burnout prevention and guidance, motivation and communication training, strategy and conflict management. When appropriate, past traumas are processed.

- Advice, training and coaching/treatment in the field of personal development, such as leadership with a focus on growth of the individual (and the company); everything in the broadest sense of the word.

2. These terms and conditions apply to every offer, quotation and agreement between MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. and a client, to which MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. has declared these conditions applicable.

3. These terms and conditions also apply to any follow-up orders.

4. By signing a quotation or agreement or issuing an order in writing or orally with MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. the client declares that he has taken note of the general terms and conditions and that he agrees with these terms and conditions. In an agreement entered into orally, MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. always refers to the location of these conditions.

5. Any conditions of the client are explicitly rejected.

6. The conditions below apply to every offer, assignment or agreement from or with MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V., insofar as the parties have not deviated from this in writing by mutual agreement.

7. If there is a lack of clarity about the interpretation of one or more provisions of these terms and conditions, the interpretation must be made 'in the spirit' of these terms and conditions.

8. If one or more provisions in these terms and conditions are at any time wholly or partially declared null and void, or should be annulled, the remaining provisions of these terms and conditions will remain fully applicable.

9. The parties will then enter into consultation to agree on new provisions to replace the void or voided provisions. In doing so, the purpose and intent of the original provisions are taken into account as much as possible.

3. Conclusion of agreement

1. The agreement is concluded after (oral or written) acceptance by the client of the offer of MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. including these general terms and conditions. Until the date of conclusion of the agreement, the client cannot derive any rights from statements, conversations held, statements made, promises, etc., all in the broadest sense of the word.

2. The offer of the assignment indicates as clearly as possible what the scope and content of the assignment is, what its duration is and what the requested fee is.

3. MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. cannot be held to its quotations or offers if they contain an obvious mistake or error.

4. All offers and quotations by MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. are entirely without obligation, unless a term of acceptance has been set.

5. MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. also has the right to make price changes at all times.

6. The prices stated in the offer include tax, travel and accommodation costs, unless indicated otherwise.

7. If the acceptance by the client deviates in parts from the offer included in the quotation, MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. is not bound by this. The agreement will then not be concluded, unless MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. indicates otherwise.

8. Quotations and rates do not automatically apply to future assignments.

9. The client is responsible for the correctness and completeness of the information provided by or on behalf of it to MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. on which the offer is based.

4. The execution of the agreement

1. MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. will make every effort to perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship (best efforts obligation).
2. The client is responsible for the timely and complete supply of information that is necessary to be able to carry out the assignment. This is done on their own initiative as well as at the request MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V.
3. MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. has the right at all times to adjust or change the execution of the agreement. In doing so, the agreed assignment is taken into account as much as possible. Think of the adjustment or change of a program.
4. The term of the agreement can vary from a day, a few months to a year. The duration and duration are always clearly communicated in advance.
5. If, after the term of the agreement, it appears that the client is still entitled to a certain part/parts of a program, the Client has 1 (read: one) month to claim and submit their part/parts to plan them (or have them planned). If the client indicates that he no longer wishes to make use of this or if the client does not respond, insufficiently or unclearly, these rights will lapse.

5. Coaching and obligations of the client

1. An essential part of the offer of MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. concerns the cooperation between the parties through coaching, such as participation in a coaching session, whereby 100% commitment on the part of the client is mandatory for a good collaboration. These specific agreements from this article apply to clients who are coached.
2. If MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. terminates the assignment prematurely, the client is obliged to pay the proportional amount based on the hours already invested. If the client is terminated prematurely, he must pay the full agreed amount of the package.
3. MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. is authorized to suspend the fulfillment of the obligations of an assignment or to dissolve the agreement if:
 - a. the Client does not, not fully or not in time, fulfill the obligations under the agreement (such as not showing up or arriving late to an appointment, paying invoices late, showing no commitment, repeatedly failing to carry out homework assignments or generally not being coachable). Refunds are not possible in this case;
 - b. after concluding the agreement, MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. becomes aware of circumstances that give good grounds to fear that the Client will not fulfill their obligations;

- c. Furthermore, MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. is authorized to dissolve the agreement if circumstances arise of such a nature that fulfillment of the agreement is impossible or if other circumstances arise that are of such a nature that unaltered maintenance of the agreement cannot reasonably be expected of MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V.

4. If a client is entitled to periodic individual calls (such as by telephone, via Skype, Zoom or another medium), this must be drawn up in the relevant period. The Client's right to these calls lapses within 1 (read: one) month, if the failure of a call is attributable to the Client. The responsibility for this lies with the Client. Alternative arrangements are only possible in mutual consultation.

5. The additional costs and fees arising from the delay in the execution of the assignment due to the failure to provide data and documents are for the account of the Client.

6. The Client is explicitly prohibited from sharing obtained documents, for example files, training materials and login details for, for example, participation in an online program with third parties. The Client may be fined and/or held liable for non-compliance with this, for the resulting damage and consequential damage.

7. In order to guarantee safety for all participants within a program, the Client is also expressly prohibited from sharing information, ideas, concepts, fantasies, documents, content, etc., in the broadest sense of the word, which may or may not have been shared confidentially between participants, to use in their own business operations.

6. Enabling third parties

1. MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. has the right to have certain activities performed by third parties (such as specialists, experts, trainers, advisors), certainly if this is required for the proper execution of the agreement, which is at the discretion of MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V.
2. MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. is not responsible and not liable for the performance of work by third parties. The applicability of article 7:404 and 7:407 paragraph 2 is expressly excluded.
3. If the client engages third parties that have an influence on the execution of the assignment, MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. will communicate if necessary.

7. Intellectual property rights

1. The client is prohibited from using, copying, forwarding, disclosing and/or to distribute to third parties. The client is liable for all suffered and future damage as a result of acting in violation of this provision.
2. The provisions of this article also apply to third parties who have entered into a collaboration with MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. or who carry out assignments for MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. in any other way.

8. Use of the result

1. The client acquires the "right to use" the result of the assignment in accordance with the agreed purpose, provided that the client fully complies with its obligations under the agreement with MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V.



9. Payment (conditions)

1. MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. observes a payment term of 14 days after the invoice date without deduction, settlement or suspension, unless stated otherwise on the invoice.
2. Invoicing is always done in advance, unless the parties have made other agreements about this in advance.
3. It is possible to pay in installments by mutual agreement. This only applies when participating in a program. This always includes a surcharge and a non-refundable portion. If the client is terminated prematurely, he still needs to pay the full agreed amount.
4. Any costs incurred by MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. for the execution of the assignment, such as travel and accommodation costs, costs for prints, copies, and costs of third parties for advice, production and supervision, etc., will be charged to the client, provided that agreements have been made in advance.
5. If the client has exceeded the payment term, the client is legally in default. The client then owes an interest of 2% per month. The interest on the amount due and payable will be calculated from the moment that the Client is in default until the moment of payment of the full amount owed. Any other additional costs, such as judicial collection and execution costs, will also be recovered from the client.
6. If the payment term is exceeded, MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. has the right to suspend the appointment. This may mean that you will not be allowed to attend an event, a training day will not be planned, a coaching session will not take place, et cetera.
7. If above mentioned occurs, MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. has the right to pass on the costs that this entails to the client.
8. MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. reserves the right to cancel or reschedule appointments free of charge in the event of illness, disability, death or serious illness of family or loved ones, as a result of which MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. cannot carry out its assignment properly. In case of cancellation of individual advice and coaching conversations by the client within 24 hours before the start of a conversation, 100% of the conversation costs will be charged to the client. From 48 hours to 24 hours before the start of the session, as well as in cases of force majeure, 50% of the call costs will be charged.
9. If the client fails to meet the payment obligation within the set term after receiving a demand for payment, MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. has the right to terminate the assignment immediately. This does not release a client from its payment obligation.
10. Any objections to the amount of the invoice must be reported to MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. immediately, but at the latest within 14 days after discovery. These objections do not suspend the payment obligation.

10. Force Majeure

1. MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. is not obliged to fulfill any obligation towards the Client if it is prevented from doing so as a result of a circumstance that is not due to fault, and neither under the law, a legal act or in prevailing views on the traffic.
2. MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each party has the right to dissolve the agreement (in addition to the provisions of Article 9), without obligation to pay compensation to the other party.



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COACH PSYCHOLOGIST

3. If, at the time of the occurrence of force majeure, MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. has partially fulfilled its obligations under the agreement or will be able to fulfill them, MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. has the right to have it already fulfilled (respectively part to be fulfilled) separately. The client is obliged to pay this invoice as if it were a separate agreement.
4. In the event of force majeure, MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. will make reasonable efforts to provide the Client with an alternative solution if desired.

11. Dissolution, suspension and cancellation (conditions)

1. Both MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. and the client have the right to immediately dissolve the agreement in whole or in part, whereby all amounts owed become immediately due and payable when vis-à-vis the other party;
 - (i) a petition for bankruptcy;
 - ii) (provisional) moratorium;
 - (iii) or debt restructuring;is submitted, without any obligation on the part of MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. to pay any compensation or compensation.
2. The client also has the right to cancel the assignment only in writing or by email.
3. Cancellation is a fact when MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. confirms the receipt of cancellation.

12. Liability

1. MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. is never liable for direct damage or indirect damage, emotional damage or damage resulting from decisions taken by the client, whether or not in consultation with the contractor.
2. The client is at all times responsible for the choices made, their own behavior and the consequences thereof, both during the time that the client and contractor spend together and afterwards.

13. Confidentiality

1. The parties are obliged to maintain confidentiality with regard to everything that has been discussed during or in the context of the execution of the assignment.
2. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.
3. The confidentiality obligation does not apply if:
 - MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. is obliged to disclose on the basis of the law or a binding decision of the court or government body;
 - the information becomes publicly known;
 - MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. acts for itself in legal proceedings in which this information may be important.
5. Personal data that reach MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. are treated carefully and confidentially. Data will only be used for the stated purpose and basis.

14. Change of conditions and findability

MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V. is at all times entitled to change or supplement these general terms and conditions. Any changes to these terms and conditions are therefore always applicable. The most up-to-date version of the terms and conditions can always be

found via the website of <https://MIRANDA PSYCHOLOGY PRACTICE, CONSULTANCY & TRAINING AGENCY N.V.centre.com>

15. Dispute resolution and applicable law

1. A dispute exists if one of the parties states so.
2. The parties will first make every effort to resolve a dispute in mutual consultation.
3. If that fails, the parties can appeal to the courts. The Court of First Instance of Sint Maarten has exclusive jurisdiction to hear disputes.
4. The agreement is exclusively governed by Sint Maarten law, also in the case of foreign clients.