

Article 1. General definitions

1. In these Terms and Conditions (hereinafter: conditions), the following definitions apply:
 - A. Take a LEAP: Established in 2014 in Amsterdam, the Netherlands, as a sole proprietorship at the Chamber of Commerce, number 61065757.
 - B. Person: The natural person or legal entity that has commissioned Take a LEAP to process personal data in order to stay informed about products and services of Take a LEAP.
 - C. Participant: The natural person or legal entity that has commissioned Take a LEAP to perform work, or has requested an offer for this.
 - D. Principal: The employer of the Participant, the manager of the Participant, or the legal entity of the Participant.
 - E. Coaching: The facilitation of an individual Participant in a learning process to improve personal and/or professional functioning.
 - F. Nature trail: A program where a group of individuals withdraws into nature, in which the Participant can tune himself to his own true nature.
 - G. Team coaching: Coaching a team in a learning process to improve team functioning.
 - H. Intervention: Facilitating individual participants in a mutual learning process to improve everyone's personal and/or professional functioning.
 - I. Training: Learning, improving or changing emotional, mental, physical, spiritual and/or social insights and skills.
 - J. Facilitation: Guiding a group in a mutual learning process to create new designs and ideas.
 - K. Program: A process that consists of a combination of training, coaching, facilitation and/or intervention.
 - L. Parties: Take a LEAP and Participant, together with Principal.
2. Where in the conditions is written communication, this also means: communication by e-mail.
3. Deviations from and additions to these conditions are only valid if they have been explicitly agreed to in writing.
4. If one or more of the provisions in the conditions are null and void, or are destroyed by judicial intervention, the other provisions of the conditions remain fully applicable. Parties will then enter into consultation to agree on new provisions to replace the null and void or nullified provisions.
5. The terms and conditions are also stipulated for the benefit of any third party who, whether or not in employment, is engaged in the execution of the agreement, or is or may be liable in this connection.

Article 2. Offers and formation agreement

1. All offers from Take a LEAP are without obligation.
2. The agreement is taking effect at the time that the offer is signed and sent by the Participant for approval and received by Take a LEAP. If the Participant agrees verbally with the offer, the agreement is only taking effect at the time that the verbally concluded agreement has been confirmed in writing by Take a LEAP.
3. When the Participant registers online, the agreement is taking effect at the moment that the registration of the Participant is confirmed in writing by Take a LEAP.
4. If the agreement is not entered for a definite period of time, but for the performance of a specific service which Parties explicitly and in writing agree, the agreement shall end by operation of law as soon as the service has been provided.
5. When a period has been agreed for the completion of certain activities, this is never a fatal deadline. The participant will first have to declare Take a LEAP in default and give a reasonable term to still comply. If Take a LEAP is still non-compliant, the Participant can put Take a LEAP in default.

Article 3. Execution of the agreement

1. Take a LEAP will execute the agreement to the best of its knowledge, ability and in accordance with the requirements of good workmanship. All agreements between the Participant and Take a LEAP are based on a best effort obligation of Take a LEAP.
2. The Participant, or Principal ensures that all data, of which Take a LEAP indicates that these are necessary, or of which the Participant should reasonably understand that these are necessary for the execution of the agreement, are provided to Take a LEAP in a timely manner.
3. If the data required for the execution of the agreement is not provided to Take a LEAP in time, Take a LEAP has the right to suspend the performance of the agreement and to charge the extra costs resulting from the delay.
4. Take a LEAP is entitled to engage third parties in the execution of the agreement, if Take a LEAP deems it necessary. The Participant

authorizes Take a LEAP to fully accept the conditions that apply in the relationship between the Participant and the third parties, or that are stipulated by these third parties.

5. Take a LEAP is entitled at all times to replace the person who gives a Program, Training or Intervention by a qualified third party.
6. Unless stipulated in the conditions and the agreement, participation is entirely at your own risk. The Participant is obliged to cover the possible risks himself by, among other things, taking out a well-covering insurance policy in advance.
7. Special health risks that may affect the safe and sound completion of the contract must be reported to Take a LEAP in advance upon registration. If the Participant doubts the above, he/she should consult a medical specialist.
8. During the agreement, the Participant is expected to follow the safety instructions and standards. In the event of refusal, or non-compliance with instructions, the Participant can be excluded from further participation. The costs that may result from this are at the expense of the Participant.

Article 4. Nature program

1. Although the agreement for the Nature Program is contracted individually, the effectuation takes place in a group.
2. Take a LEAP is entitled to set a minimum for the number of participants in the Nature Program. If the minimum number of participants is not met, Take a LEAP is entitled to change the date of the effectuation of the agreement of the Nature Program.
3. Take a LEAP must notify the Participant in writing of the transfer of the date as referred to in the previous paragraph no later than 30 days before the original date of performance.
4. The final booking of the agreement for the Nature Program takes place only when the Participant has fulfilled all his obligations arising from the aforementioned agreement and reaches the minimum number of participants.
5. When registering for the Nature Program, the Participant is obliged to sign a safeguard form (an idemnity form).
6. Take a LEAP indicates at registration from which location Take a LEAP arranges the transport. Take a LEAP is responsible for transport, accommodation, food and drink from this agreed location unless stated otherwise in the offer.
7. The Participant must comply with the local legal rules and comply with local customs.
8. The Participant must follow the guidelines and instructions of the guide and Take a LEAP during the Nature Program. In case of violation and/or non-compliance, the Participant can be excluded from further participation. The costs arising from this are at the expense of the Participant.
9. Take a LEAP provides the Participant with a list of clothing and other products that are necessary, or advisable to take to the Nature Program. The participant is responsible for sufficient quality of these items when purchasing and taking these products with them. Take a LEAP is not liable for loss, theft, or damage to luggage and/or equipment.
10. The Participant must take care of the required vaccinations, travel insurance with medical coverage for travelling abroad and repatriation, medical certificate (if applicable), passport and other travel documents, insofar as required. The conclusion of cancellation insurance is not mandatory, but is highly recommended. For the required vaccinations, the participant must consult a licensed medical specialist.

Article 5. Confidentiality and privacy

1. The parties are obliged to keep confidential all confidential information that they have received from each other, or from any other source in the context of their agreement. Information is considered confidential if this has been communicated by the other party, or if this results from the nature of the information.
2. If the agreement extends to a (Nature) Program, Coaching, Facilitation and/or Intervention of a Participant in employment of the Principal, the content of the individual process will not be discussed with the Principal, unless the Participant has expressed written permission for this.
3. Take a LEAP adheres to the requirements of the privacy legislation, acts in accordance with the required standards and handles the personal data with care, as shown in the privacy statement on www.takealeap.nl.

Article 6. Modification of the agreement

1. If it becomes apparent during the execution of the agreement that it is necessary to amend, or supplement the agreement, the Parties shall adjust the agreement accordingly in time and in mutual consultation.
2. Take a LEAP will indicate in the agreed adjustment of the agreement to what extent this will result in a change in the compensation.

Article 7. Compensation and payment

1. Take a LEAP's remuneration is calculated on the basis of a fixed rate per hour, a fixed rate per session, or a fixed rate per route.
2. Take a LEAP's remuneration is not dependent on the outcome, or the results of the agreement.
3. Payment of the compensation must take place by the Participants not acting in the course of a profession or business (hereinafter: Consumer), no later than 30 days after the invoice date. The payment term of the Principal is 14 days after the invoice date.
4. If the Participant has not paid within the term specified in the previous paragraph, he is in default by operation of law, without further notice of default being required. In that case, Take a LEAP is authorized to charge statutory interest on the amount not paid, or not paid on time, running from the due date until the day of full payment.
5. If the Principal fails to comply with one or more obligations towards Take a LEAP, all reasonable costs incurred in obtaining payment, in and out of court, will be borne by the Principal, whereby the extrajudicial costs shall amount to at least 15% of the invoice amount with a minimum of € 50,-. The Principal is not entitled to suspend and/or set off his obligations towards Take a LEAP.
6. If the Consumer falls short in the fulfillment of one or more obligations towards Take a LEAP, all reasonable costs incurred in obtaining payment, in and out of court, are for the account of the Consumer whereby Take a LEAP is entitled to charge the following extra-marital collection costs:
 - On the first € 2,500,- 15%
 - On the next € 2,500,- 10%
 - On the next € 5,000,- 5%
 - On the next € 190,000,- 1%
 - Over the multiple 0,5% with a maximum of € 6.775,-Take a LEAP is entitled to charge extrajudicial collection costs at a minimum of € 40,- and a maximum of € 6.775,-.
7. The amounts paid by the Participant shall always be used to settle first all interest and costs due and secondly the due and payable invoices that have been outstanding the longest, even if the Participant indicates that the payment relates to a later invoice.

Article 8. Cancellation

1. Participant has the right to dissolve the agreement free of charge without giving any reason within 14 working days after the conclusion of the agreement.
2. Cancellation of the contract must always take place in writing.
3. If the Participant wishes to cancel the Coaching, or Team Coaching agreement, the following cancellation conditions apply:

| Time of cancellation: | Costs for Participant: |
|-----------------------------|------------------------|
| 24 hours or less in advance | 100% of session tariff |

4. If the Participant cancels the agreement for the Nature Program, the following cancellation conditions apply:

| Time of cancellation: | Costs for Participant: |
|--|------------------------|
| Later than 14 days after conclusion of the agreement | 100% of invoice |

5. If the Participant wishes to cancel the Intervention, Training or Program, not being the Nature Program, the following cancellation conditions apply:

| Time of cancellation: | Costs for Participant: |
|------------------------------|------------------------|
| 3 weeks or less in advance | 100% of invoice |
| More than 3 weeks in advance | 25% of invoice |

6. It is possible that the Participant or Principal, in the event of cancellation, arranges for another Participant take the place in the program, provided that this Participant meets the Take a LEAP conditions for participation. The additional costs resulting from this are for the account of the Participant who cancels.

Article 9. Complaints

1. Complaints must be reported to Take a LEAP in writing by the Participant within two months after the end of the agreement.
2. Complaints about the invoice must be reported to Take a LEAP in writing by the Participant within one month of the invoice date.
3. A complaint does not suspend the payment obligation of the Participant.
4. The complaint must contain as detailed a description of the shortcoming as possible.
5. If a complaint is well founded, Take a LEAP will still perform the work as agreed, unless this has demonstrably become useless for the Participant. The Participant must make the latter known in writing.

Article 10. Liability

1. Take a LEAP is only liable to the Participant for damage as a result of a serious imputable shortcoming in the performance of the agreement. This is the case if Take a LEAP does not take the required care and provide the required expertise in the execution of the agreement.
2. The Participant himself is responsible for damage he inflicts on items and persons such as: nature, accommodations, transport and third parties, during the Nature Program. The previous list is not exhaustive.
3. Participant indemnifies Take a LEAP against claims from third parties, based on damage caused by the Participant as referred to in the previous paragraph.
4. If Take a LEAP is liable for damage suffered by the Participant, then its liability shall be limited to the amount that is paid out by Take a LEAP's professional/business liability insurance, plus the applicable deductible of Take a LEAP and a maximum of € 5.000,-.
5. If no insurance payment takes place, Take a LEAP's liability is limited to the reimbursement of the present agreement.
6. Contrary to the provisions of paragraph 4 of this article, in the case of an agreement with a term of more than six months, the liability is further limited to the compensation owed over the last six months.
7. Take a LEAP is not obliged to compensate indirect damage suffered by the Participant, including, but not limited to, consequential damage, loss of profit and damage as a result of business interruption, emotional damage, or damage resulting from decisions taken by the Participant, whether or not in consultation with Take a LEAP.
8. Take a LEAP will exercise due care when engaging third parties not employed in its organization, such as coaches, guides, trainers or service providers. Take a LEAP is not liable for serious shortcomings towards the Participant, or for any errors or shortcomings of these third parties. In such a case, the Participant is obliged to hold the hired third parties personally liable and to recover any damages suffered by these third parties.
9. Take a LEAP is not liable for damage of any nature, caused by Take a LEAP assuming incorrect and/or incomplete information provided by or on behalf of the Participant.
10. Take a LEAP or engaging trainers, facilitators, intervisors, (team) coaches, guides, or other third parties who are charged with supervising the Participant, will not give or use any means, methods, techniques or instructions, or cause situations to arise, limiting or adversely affecting the Participant's capacity to observe, analyze and assess the threat of injury to the Participant in any form whatsoever. If the Participant incurs any injuries, Take a LEAP, or any trainers, facilitators, intervisors, (team) coaches, guides, or other third parties that Take a LEAP engages, will not be liable in any way whatsoever.
11. The Participant is at all times responsible for choices made, his own behavior, and the consequences thereof, both during and after the contract.
12. Participant indemnifies Take a LEAP against all claims (such as damages and legal claims) of third parties that are related to the execution of the agreement between Participant and Take a LEAP.
13. In the event of cancellation of a Nature Program by Take a LEAP, Take a LEAP shall not be obliged to reimburse costs incurred by the Participant, including, but not limited to, vaccinations and items as referred to in 4.9 and 4.10.
14. Take a LEAP is not liable for damage if the Participant does not have access to a location, or a country where the agreement takes place, or if this access is denied to the Participant.
15. Take a LEAP is in any case not liable for damage resulting from:
 - A. Circumstances attributable to the Participant, such as not having a necessary travel document, inadequate health or fitness, inadequate vaccinations, inadequate personal equipment, improper handling or inaction, overestimation of own abilities, or ignoring of instructions;
 - B. Knowingly or unknowingly not aligning with one or more safety regulations;
 - C. Acts and influences of third parties not directly involved in the execution of the agreement;
 - D. Delays;

E. Loss of travel documents and / or luggage.

16. The limitations of liability included in these conditions do not apply if the damage is due to intent or gross negligence of Take a LEAP.

Article 11. Force majeure

1. If Take a LEAP can not, not timely or improperly fulfill its obligations arising from the agreement as a result of external causes and circumstances, foresee nor not foreseen, which can not reasonably be attributed to Take a LEAP, these obligations will be suspended until the moment that Take a LEAP is able to comply with this in the agreed manner.
2. Force majeure is in these terms and conditions understood, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or not foreseen, on which Take a LEAP can not exert any influence, but as a result of which Take a LEAP is unable to meet the obligations. Work strikes in the corporation of Take a LEAP, illness, death of the person carrying out the agreement and/or incapacity for work included.
3. If the force majeure period lasts longer than two months, each of the Parties is entitled to dissolve the agreement, without any obligation to compensate the other party for damage.
4. Contrary to the previous paragraph, a period of six months applies to the Nature Program.
5. If Take a LEAP has already partially fulfilled its obligations on the occurrence of force majeure, or can only partly fulfill its obligations, it is entitled to invoice the part already paid separately and the Participant is obliged to pay this invoice as if it were a separate contract.

Article 12. Intellectual property

1. All intellectual property rights to all items developed or made available under the agreement such as, among other things, but not exclusively, course material, analyzes, documentation, reports, coaching materials, offers, as well as preparatory material, reside exclusively with Take a LEAP or its licensors.
2. The Participant will only acquire the rights of use and powers that are explicitly granted and granted for these conditions and he will not multiply the goods or other materials or make copies thereof. The Participant is not allowed any designation to delete or change anything concerning copyrights, brands, trade names, or other intellectual property rights from the works referred to in the first paragraph.

Article 13. Suspension right and dissolution

1. Suspension and dissolution are only permitted insofar as the shortcoming justifies it.
2. Take a LEAP is entitled to suspend the fulfillment of all its obligations or to dissolve the agreement if:
 - A. The Participant does not or not fully comply with the obligations of the agreement;
 - B. After the conclusion of the agreement Take a LEAP becomes aware of circumstances giving good grounds to fear that the Participant will not fulfill obligations under the agreement;
 - C. The Participant is requested to provide security for the fulfillment of his obligations at the conclusion of the agreement and this security is not forthcoming or is insufficient.
3. Furthermore, Take a LEAP is authorized to dissolve the agreement (or have it dissolved) if circumstances arise which are of such a nature that compliance with the agreement is impossible, or can no longer be demanded according to standards of reasonableness and fairness, or if other circumstances arise that cause the unaltered maintenance of the contract can not reasonably be expected.
4. Any potential obligation of the Participant towards Take a LEAP becomes due immediately after dissolution or suspension.
5. Suspension and/or dissolution shall not affect the payment obligation for the work already performed. In addition, Take a LEAP is then entitled to claim compensation from the Participant for damage, costs and interest caused by the default of the Participant and the dissolution of the agreement, including the loss of income by Take a LEAP.

Article 14. Final provision

1. Only Dutch law applies to every agreement between Take a LEAP and Participant.
2. These conditions remain in force if Take a LEAP changes its name, legal form and/or owner.
3. Take a LEAP is entitled to make changes to these conditions. These changes take effect on the announced time of entry.
4. Take a LEAP will send the changed conditions to the Participant in a timely manner. If no time of entry is announced, changes will occur towards the Participant as soon as the change has been communicated to him.
5. Any dispute between the Participant and Take a LEAP that may arise as a result of, or in connection with, the execution of an agreement between the parties are submitted, at the discretion of Take a LEAP, to the competent judge of the Amsterdam district.
6. These General Terms and Conditions will take effect on the 4th of July 2018.