



GENERAL TERMS AND CONDITIONS

For the provision of services by Caroline Pinter & Caroline Pinter Walk & Talk Coaching

E-mail: caroline@carolinepintercoaching.com

Website: www.carolinepintercoaching.nl

Last updated: 17 February 2026

Article 1 – Definitions

1. **Service Provider:** Caroline Pinter, trading as Caroline Pinter Wandelcoach/Walk & Talk Coach, established in Rijsenhout, the Netherlands, Chamber of Commerce (KvK) registration number 94670528.
2. **Client:** the person or entity entering into an agreement with Caroline Pinter Walk & Talk Coaching.
3. **Parties:** Caroline Pinter Walk & Talk Coaching and the Client jointly.

Article 2 – Applicability

1. These General Terms and Conditions apply to all quotations, offers, services, orders, agreements, and deliveries of services or products by or on behalf of Caroline Pinter Walk & Talk Coaching.
2. Any deviation from these Terms and Conditions shall only be valid if agreed upon in writing by both Parties.
3. The applicability of the Client's own general terms and conditions, or those of third parties, is expressly excluded.

Article 3 – Offers and Quotations

1. All offers and quotations issued by Caroline Pinter Walk & Talk Coaching are non-binding unless expressly stated otherwise.
2. An offer or quotation remains valid for a maximum period of one (1) month unless a different validity period is specified in the offer or quotation.
3. If the Client does not accept the offer or quotation within the applicable validity period, the offer or quotation shall automatically expire.

Article 4 – Acceptance

1. Upon acceptance of a non-binding offer or quotation, Caroline Pinter Walk & Talk Coaching reserves the right to withdraw the offer within three (3) days after receiving the acceptance, without the Client being entitled to any compensation or rights.
2. A verbal acceptance by the Client shall only be binding upon Caroline Pinter Walk & Talk Coaching after such acceptance has been confirmed by the Client in writing or electronically.

Article 5 – Prices

1. Caroline Pinter Walk & Talk Coaching applies prices in euros (€), excluding VAT, unless agreed otherwise in writing.
2. The price for services shall be determined on the basis of the quotation and/or the actual time spent providing the services.

3. If the estimated price is expected to exceed the quoted price by more than ten percent (10%), Caroline Pinter Walk & Talk Coaching shall inform the Client in a timely manner and explain the reason for the increase.
4. Caroline Pinter Walk & Talk Coaching reserves the right to adjust its prices annually.
5. If the Client does not agree with a price increase, the Client may terminate the agreement.

Article 6 – Payments and Payment Terms

1. Upon entering into the agreement, Caroline Pinter Walk & Talk Coaching may request an advance payment of up to fifty percent (50%) of the agreed amount.
2. Any remaining payment must be made within fourteen (14) days after the services have been provided.
3. The payment terms applied by Caroline Pinter Walk & Talk Coaching are strict deadlines. If the Client fails to pay the agreed amount by the final day of the payment term, the Client shall automatically be in default without any notice of default or formal reminder being required.

Article 7 – Consequences of Late Payment

1. If the Client fails to pay within the agreed payment term, statutory interest shall become payable in accordance with Article 6:119 of the Dutch Civil Code (for non-commercial transactions) or Article 6:119a of the Dutch Civil Code (for commercial transactions), calculated from the date on which the Client is in default.
2. If the Client is in default, the Client shall also be liable for any extrajudicial collection costs and any damages incurred by Caroline Pinter Walk & Talk Coaching.
3. If the Client fails to make payment on time, Caroline Pinter Walk & Talk Coaching may suspend its obligations until full payment has been received.
4. In the event of liquidation, bankruptcy, attachment of assets, or suspension of payment on the part of the Client, all outstanding claims of Caroline Pinter Walk & Talk Coaching shall become immediately due and payable.
5. If the Client refuses to cooperate with the performance of the agreement, the Client shall nevertheless remain obliged to pay the agreed fee.

Article 8 – Right of Withdrawal

1. A private consumer has the right to withdraw from a distance agreement for the provision of services or the purchase of digital content within fourteen (14) days after the agreement has been concluded, without stating any reason.
2. The withdrawal period of fourteen (14) days commences on the day the agreement for the provision of services is concluded or, in the case of digital content, on the day the Client confirms the purchase of such content online.
3. The Client may exercise the right of withdrawal by sending an e-mail with the subject line **"Withdrawal"** to **caroline@carolinepintercoaching.com** within the withdrawal period.
4. The right of withdrawal shall lapse if:
 - the Client has expressly agreed to the commencement of the services within the statutory fourteen (14) day withdrawal period; and
 - the Client has expressly acknowledged that the right of withdrawal will expire once the provision of the services has commenced.
5. If the performance of the services has commenced with the Client's consent during the withdrawal period, and the Client subsequently exercises the right of withdrawal, the Client shall owe a proportionate payment for the part of the services already performed.

Article 9 – Service Guarantee

1. Where the agreement between the Client and Caroline Pinter Walk & Talk Coaching concerns the provision of services, the Service Provider undertakes a **best efforts obligation** only and does not guarantee a specific result or outcome.

Article 10 – Performance of the Agreement

1. Caroline Pinter Walk & Talk Coaching shall perform the agreement to the best of its knowledge and ability and in accordance with the standards of professional care and good workmanship.
2. The Client shall ensure that Caroline Pinter Walk & Talk Coaching is able to commence the performance of the agreement in a timely manner.
3. If the Client fails to enable the timely commencement of the services, any resulting additional costs shall be borne by the Client.

Article 11 – Information Provided by the Client

1. The Client shall provide Caroline Pinter Walk & Talk Coaching, in a timely manner and in the requested format, with all information, data, and documents necessary for the proper performance of the agreement.
2. The Client warrants the accuracy and completeness of the information, data, and documents provided, including information obtained from third parties, unless the nature of the agreement dictates otherwise.
3. Upon the Client's request, Caroline Pinter Walk & Talk Coaching shall return the relevant documents.
4. If the Client fails to provide the required information, data, or documents in a timely or proper manner, and this results in delays in the performance of the agreement, any additional costs and extra hours required shall be at the Client's expense.

Article 12 – Duration of the Service Agreement

1. Unless otherwise agreed in writing or unless the nature of the agreement requires otherwise, a service agreement between Caroline Pinter Walk & Talk Coaching and the Client shall have a duration of two (2) months.

Article 13 – Confidentiality

1. The Client shall treat as confidential all information received from Caroline Pinter Walk & Talk Coaching, regardless of the form in which such information is provided.
2. The same obligation applies to any other information relating to Caroline Pinter Walk & Talk Coaching that the Client knows, or can reasonably be expected to know, is confidential or sensitive, or whose disclosure could reasonably be expected to cause harm to Caroline Pinter Walk & Talk Coaching.
3. The Client shall take all reasonable measures necessary to ensure compliance with the confidentiality obligations set out in this Article.
4. The confidentiality obligation shall not apply to information that:
 - was already publicly available before the Client obtained it;
 - subsequently became publicly available through no breach of these confidentiality obligations by the Client; or
 - must be disclosed pursuant to a legal obligation.

Article 14 – Indemnification

1. The Client shall indemnify and hold harmless Caroline Pinter Walk & Talk Coaching against any claims made by third parties arising from or relating to the products and/or services provided by Caroline Pinter Walk & Talk Coaching.

Article 15 – Complaints

1. If a product supplied or service provided does not meet the reasonable expectations of the Client, the Client shall notify Caroline Pinter Walk & Talk Coaching within one (1) week after discovering the deficiency.
2. Complaints must be submitted by e-mail to caroline@carolinepintercoaching.com.

Article 16 – Liability of the Client

1. Where Caroline Pinter Walk & Talk Coaching enters into an agreement with more than one Client, each Client shall be jointly and severally liable for the fulfilment of the obligations arising from that agreement.

Article 17 – Liability of Caroline Pinter Walk & Talk Coaching

1. Caroline Pinter Walk & Talk Coaching shall only be liable for direct damage resulting directly from an attributable failure in the performance of the agreement.
2. In all cases, the liability of Caroline Pinter Walk & Talk Coaching shall be limited to the maximum amount paid out under its professional liability insurance policy in the relevant case.
3. Caroline Pinter Walk & Talk Coaching shall not be liable for indirect damage, consequential damage, loss of profit, or any damage arising from participation in outdoor or nature-based activities.
4. Participation in walks and outdoor activities is entirely at the Client's own risk. The Client is responsible for their own physical condition and for maintaining adequate insurance covering personal injury and/or liability towards third parties.
5. Caroline Pinter Walk & Talk Coaching shall not be liable in any event where the damage results from the Client's intentional misconduct or deliberate recklessness.

Article 18 – Limitation Period

1. Any right of the Client to claim compensation from Caroline Pinter Walk & Talk Coaching shall expire one (1) year after the event giving rise to the liability, whether directly or indirectly. This does not affect the provisions of Article 6:89 of the Dutch Civil Code in conjunction with Article 17 of these General Terms and Conditions.

Article 19 – Force Majeure

1. In addition to Article 6:75 of the Dutch Civil Code, any failure by Caroline Pinter Walk & Talk Coaching to fulfil its obligations shall not be attributable to the Service Provider if such failure results from force majeure as referred to in Article 6:75 of the Dutch Civil Code.
2. Force majeure includes, but is not limited to:
 - power, electricity, internet, computer, or telecommunications failures;
 - computer viruses;
 - strikes;
 - transport disruptions;
 - adverse weather conditions (see Article 23).
3. If a force majeure event prevents Caroline Pinter Walk & Talk Coaching from fulfilling one or more of its obligations towards the Client, those obligations shall be suspended until performance becomes reasonably possible again.

Article 20 – Amendments to the Agreement

1. If it becomes necessary to amend the agreement for its proper performance, the Client and Caroline Pinter Walk & Talk Coaching may modify the agreement by mutual consent.

Article 21 – Amendments to these General Terms and Conditions

1. Caroline Pinter Walk & Talk Coaching reserves the right to amend these General Terms and Conditions.
2. Minor amendments may be implemented at any time.
3. Significant amendments will, where reasonably possible, be communicated to the Client in advance.

Article 22 – Governing Law and Competent Court

1. These General Terms and Conditions and every agreement concluded between the Client and Caroline Pinter Walk & Talk Coaching shall be governed exclusively by the laws of the Netherlands.
2. Any disputes arising from or relating to these General Terms and Conditions or the agreement shall be submitted exclusively to the competent court in the judicial district where Caroline Pinter Walk & Talk Coaching is established, unless mandatory law provides otherwise.

Article 23 – Specific Conditions for the Walk & Talk Coaching Programme

1. The standard coaching programme provided by Caroline Pinter Walk & Talk Coaching consists of five (5) coaching sessions. Each session has its own purpose and contributes to addressing the Client's coaching goals.
2. All sessions take place outdoors, regardless of weather conditions. Sessions may be cancelled or rescheduled only in the event of a **KNMI weather warning (Code Yellow or higher)** or when temperatures exceed **30°C (86°F)**.
3. The Client may cancel or reschedule one session free of charge, provided there is a valid reason and this is agreed upon in consultation with Caroline Pinter Walk & Talk Coaching.
4. Cancellation or rescheduling must take place at least **twenty-four (24) hours** before the scheduled session. In the event of late cancellation or failure to attend, the agreed fee remains payable and the session shall be considered forfeited. An additional session can only be scheduled upon payment of the applicable fee.
5. The effectiveness of the coaching programme depends on completing the full series of five sessions. Skipping or failing to attend sessions is entirely at the Client's own responsibility and may affect the outcome of the coaching programme.

Article 24 – Privacy and Data Protection

1. Caroline Pinter Walk & Talk Coaching processes personal data in accordance with the **General Data Protection Regulation (GDPR)**.
2. Personal data shall only be processed insofar as necessary for the performance of the agreement and to comply with applicable legal obligations.
3. Personal data shall be retained only for as long as necessary for the performance of the agreement and in accordance with applicable statutory retention periods.
4. Further information regarding the processing of personal data can be found in the **Privacy Policy** of Caroline Pinter Walk & Talk Coaching.

Last revised: 17 February 2026