

General Terms and Conditions



In these terms and conditions, I have established what your and my rights and obligations are.

If you purchase a service from me and there is a problem about which you cannot find anything in these terms and conditions, do you contact me? Then we look for a solution together.

Two common descriptions in these Terms and Conditions and what they stand for:

I / me: Catheleyne Everwijn-van Erp and my company Ferrera in Blue (hereinafter Catheleyne) located at Verloren Engh 3, 1261 CP Blaricum, The Netherlands registered with the Chamber of Commerce under number 54933803, and user of these General Terms and Conditions;

You / you: the natural or legal person who enters into an agreement with me in any way;

1. Offer

a. I make an offer on the website, via webinars, social media and on other ways. All offers / quotations are valid for 30 days, then no longer unless otherwise stated on the quotation.

b. All offers and quotations from Catheleyne are without obligation, unless otherwise agreed. An offer in a quote only applies to the specific underlying assignment and not to any future orders.

c. I cannot be held to my offers if you can reasonably understand that the offer, or a part thereof, contains an obvious mistake or error.

d. If you provide me with data, I can assume that these are correct and I will base my quotation on this. If you see that there are inaccuracies in the payment details you provide, you are obliged to report this to me immediately.

2. Applicability and invalidity

a. These terms and conditions apply to all offers, quotes and agreements and others legal relationships between you and me.

b. As one or more provisions in these terms and conditions is invalid or voidable, this does not change the validity of the remainder of the Agreement. The invalid or destroyed part is replaced by a provision that follows the content of the invalid provision as much as possible.

c. If a situation occurs between you and me that is not regulated in these general terms and conditions or if there is a lack of clarity about the interpretation of one or more provisions, action must be taken "in the spirit" of these provisions.

3. Agreement and third parties

a. The agreement is established when you agree with an offer or quotation.

b. I undertake a best efforts obligation for this agreement, but do not guarantee the achievement of the intended goal result.

c. If necessary, I may (partly) accept the agreement from a third party have it carried out. That has not yet occurred, but may be needed in certain situations.

d. If it is necessary to change the agreement, I will give it up time and before the change takes effect.

e. If the agreement is concluded electronically, I will find appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If you can pay electronically, I will take appropriate security measures.

4. Services

a. You can purchase my services against payment.

5. Reimbursement and payment

a. All prices stated by me include VAT and other taxes by the government, and excluding any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless indicated otherwise.

b. With me you pay via iDeal, pin or bank transfer. Bank transfer for an invoice that you receive from me by e-mail.

c. If you opt for payment via iDeal or pin, you can receive an invoice for this. In that case, send me an e-mail with a request for this.

d. You must pay the invoices you receive from me within 14 days of the invoice date, unless otherwise agreed. I am entitled to invoice periodically.

e. I may increase the price in the interim if unforeseen and cost-increasing circumstances occur after the conclusion of the assignment.

f. If you do not pay on time, you are immediately in default and I reserve the right to suspend the work or cancel the order. You then owe me all extrajudicial collection costs. With an invoice

amount of up to € 267, these costs will be € 40. With a higher invoice amount, these collection costs are as follows:

- 15% over the first € 2,500;
- 10% on the part that remains afterwards, up to € 5000;
- 5% on the part that remains afterwards, up to € 10,000;
- 1% on the part that remains afterwards, up to € 200,000;
- 0.5% on the remaining part.

In addition, any legal and execution costs incurred will be recovered from you. You also owe interest on all costs.

g. I may claim the full claim from you immediately if:

1. You exceed a payment term;
2. You are bankrupt or in suspension of payment;
3. You are placed under guardianship.

6. Liability

- a. I am not liable for direct or indirect damage, including consequential damage, in whatever way related to or caused by the performance of work by me and my services offered.
- b. You have the choice whether or not to apply the knowledge gained during my supervision and / or the program or product. I am not liable for the consequences of that choice or how you apply the knowledge, and possible consequences or damage for you.
- c. I am only liable for a legal or contractual one attributable shortcoming.
- d. I am not liable for damage caused by being based on incorrect or incomplete information provided by you.
- e. My liability is always limited to the invoice value, at least up to that part of the assignment to which the liability relates, with a maximum of € 250.
- f. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on my part.
- g. In particular, I exclude any form of liability for damage that results from or is connected with any unlawful act or omission or a shortcoming in the fulfilment of an obligation by a subordinate or self-employed person whom I carry out in the performance of the work assigned to you is called in, insofar as there are no rules of mandatory law that prevent this.

7. Execution and / or modification of the assignment

- a. I can perform the assignment in different phases and the separately invoice completed parts.
- b. If I execute the assignment in phases, I can execute the suspend parts of a following phase, until you have approved the results of the previous phase in writing.
- c. You ensure that you provide me with all information or materials in a timely manner necessary to carry out the assignment.
- d. If you do not provide the necessary information or materials on time, may I suspend the execution of the assignment and the extra costs that result from the delay invoice.
- e. The applicability of article 7: 407 paragraph 2 and 7: 409 of the Dutch Civil Code becomes explicitly excluded.
- g. If the agreement is amended, including an addition, then I am entitled to implement it only after you have approved this and you have agreed to the price stated for the implementation and other conditions, including the time to be determined at which time they will be implemented. Failure or immediate implementation of the amended agreement does not constitute a breach of contract on my part and does not constitute grounds for you to terminate or cancel the agreement.
- h. Without failing to do so, I can refuse a request to amend the agreement if this could have a qualitative and / or quantitative effect on, for example, the services or products to be supplied in that context.
- i. If you are in default in the proper performance of what you are obliged to me, then you are liable for all damage on my side that is directly or indirectly caused as a result.

8. Force majeure

- a. I do not have to meet my obligations if there is one force of majeure
- b. In these general terms and conditions, force majeure means:
in addition to what is understood in this regard in law and case law, all of external causes, foreseen or unforeseen, over which I cannot influence, but as a result of which I am unable to meet my obligations. Strikes in my company or third parties, illness of one of my employees, who is charged with the execution of the assignment, and insufficient registrations for services based on "open registration". I also have the right to invoke force majeure if the circumstance that prevents (further) fulfilment of the agreement occurs after I should have fulfilled my obligation.

c. During the period that the force majeure continues I can suspend the obligations from the assignment. If this period lasts longer than two weeks, we may both dissolve the assignment, without obligation to compensate the other for damages.

d. If I have partly fulfilled my obligations and if the fulfilled part has independent value, I may invoice the fulfilled part.

e. In the event of force majeure, I will use reasonable endeavours to provide you with an alternative solution if you wish.

9. Confidentiality & Intellectual Property

a. Unless sharing is necessary for the execution of mine services, there is a legal obligation to disclose, I will keep all information from you secret to third parties. For more information see my Privacy statement.

b. I will not use the information provided by you for a purpose other than that for which it was obtained, unless I act in proceedings where these documents may be of interest.

c. You will not disclose the contents of agreements, order confirmations, quotes, reports, advice or other expressions, whether written or otherwise, of mine to third parties.

d. Intellectual Property - Catheleyne is the owner and proprietor of all teaching, course and / or auxiliary materials, regardless of the medium to which they are recorded. Participants are not permitted to use the materials other than those indicated, either copied or otherwise reproduced without the written permission of Catheleyne.

Recording (with prior consent) of any information shared by Catheleyne, can only be used and shared internally.

For external publication of information shared by Catheleyne, a written permission is required. Any breach could lead to damage on the end of Catheleyne and therefore, she is entitled to find the necessary relief available by law.

10. Suspension, dissolution

a. I may suspend the assignment if, due to circumstances - that lie outside my sphere of influence or of which I was not aware - cannot (temporarily) fulfil my obligations.

b. If fulfilment is permanently impossible, you and I can do the assignment dissolve for the part that has not yet been fulfilled.

c. I may suspend or dissolve the performance of the assignment if you obligations, not fully or not on time. You are then obliged to pay or compensate me for compensation.

11. Intellectual Property

Unless otherwise agreed, copyright as well as all other intellectual property rights on the documents provided by me, including but not limited to plans, documents, information, images, step-by-step plans, software, quotes, remain with me.

12. Conflicting clause

In the event that these general terms and conditions and the agreement contain conflicting terms and conditions, the conditions included in the agreement apply.

13. Changes to these terms and conditions.

a. I reserve the right to make changes to this Terms and Conditions. I encourage you to check this page regularly read so that you are aware of any changes.

b. These general terms and conditions were last adjusted to 1 January 2021

14. Cancellation

a. The following cancellation provisions apply, unless the website for any service or product stated otherwise or unless otherwise agreed in an agreement between you and me:

1. Cancellation with Open Registration

By "open registration" is meant any form of guidance or support by me whereby you can register for training, information meetings, workshops or webinars, among other things.

I reserve the right to cancel it in the event of unforeseen circumstances or insufficient interest in an "open registration", but I will make proposals regarding any alternative data or options. In the event of cancellation by me, if alternative options are not used, you are entitled to a refund of the amount paid by you.

I have the right - with a clear statement of reasons - to refuse participation in you or in the process of a coaching, in which cases you are entitled to a refund of the remaining amount paid by you for which no services have been provided.

With an open registration you can cancel it free of charge up to two weeks before the start of the service, unless stated otherwise on the website. If you cancel within two weeks before the start of the first training or supervision day, you owe the entire agreed price.

In all cases, after prior consultation with me, a replacement with the same supervision request may be sent.

You can only notify me of your cancellation by e-mail. The date and time on which I received this e-mail applies as the moment of cancellation.

If you or your replacement does not appear on the first day of a workshop, training or other service, this will be considered as a cancellation. It is then no longer possible to follow the rest of the program or to send a replacement.

2. Cancellation of one-on-one counseling by appointment, such as advice sessions or individual sessions

In the case of an existing appointment for counseling or advisory meetings or other one-to-one counseling, you have the right to make or cancel a new appointment free of charge up to 24 hours before the start. If the appointment is moved or canceled within 24 hours before the start, I will be forced to charge you the reserved time.

b. If I cancel the assignment prematurely, I will ensure that the work still to be done is transferred to third parties, unless the cancellation is attributable to you. If the transfer of work entails additional costs for me, the costs will be for your account.

c. If you decide not to continue during the term of the package you have purchased, you are not entitled to a refund of (part of) the investment.

d. I may cancel the contract immediately - and I am not required to pay compensation or compensation - in one of the following cases:

1. when you exceed a payment term;

2. when you are bankrupt or in suspension of payment;

3. when you (company) are dissolved or liquidated;

4. when you (natural person) are placed under guardianship or die;

5. there is a different circumstance as a result of which you can no longer freely dispose of your assets.

6. when you do disrupt the coaching process, so that I am not able to perform my services. This qualification is on my side.

15. Applicable law and competent court

a. Dutch law applies to these conditions. b. Disputes arising from or related to a offer, a quote and / or an agreement with me will be settled by the competent judge of the Amsterdam District Court.

c. You and I will appeal to the courts only after we have made every effort to resolve a dispute by mutual agreement.

16. Questions?

Hopefully everything is clear. If not, please let me know by sending an email to mastering@catheleyne.com

Ferrera in Blue, Catheleyne Everwijn-van Erp, www.catheleyne.com, mastering@catheleyne.com
Chamber of Commerce - 54933803 VAT - NL001627596B67

Privacy Agreement

If you wish to enter into any purchase on the www.catheleyne.com website (the "Site") under the "General Terms and Conditions of Sale" available on the Site, we kindly ask you to fill in the dedicated fields. The provision of the data in the form, as well as any additional personal data you will be required to provide for the payment and delivery of the goods, is essential to proceed with the order and the execution of the agreement; failure to provide them may result in the impossibility of the execution of the sale agreement. Other "additional" data requested in the form is absolutely voluntary and will be used by Catheleyne for statistical surveys, for sending you information, for advertising and promotional materials, via post or via email, on services by Catheleyne Everwijn-van Erp, initiatives and events; the failure to provide the voluntary data does not affect in any way the possibility to execute the purchase.

The data controller is Catheleyne Everwijn-van Erp ("Catheleyne"), with registered office in Blaricum, The Netherlands.

Data is processed – mainly through electronic means – by Catheleyne/Ferrera In Blue and Mollie (acting as Catheleyne's & Ferrera in Blue's money transfer processor) for the management of your purchase order (including administrative management of the contract, shipment of goods, management of payments, of claims and litigations, if any, and for fraud prevention), as well as in fulfilment of all statutory and regulatory obligations currently in force (e.g. invoicing, bookkeeping, public security regulations).

Furthermore, and subject to your prior consent, your personal data may be used for sending you information, advertising and promotional materials, via post or via email, on services by Catheleyne or products by Ferrera in Blue, initiatives and events.

We also ask you to express your consent to the insertion of the data collected in connection with your usage of online purchase service (the "Service") - e.g. identification data, address, type of goods you are interested in, e-mail address - into our customer database aimed at information and business activities.

Your credit card data shall not be used for purposes other than the verification of the existence of payment means, the charging and management of payments, as well as the management of any and all claims or litigations. For this purpose, such data will be processed also by the bank providing services connected with the management of online payments and by the issuer of the credit card you will insert to validate your order.

For the purposes mentioned above, and within the constraint of your consent when applicable, data may be processed by Catheleyne mainly in charge of the management of the Internet site, of accounting, of customer service, of marketing. They may also be disclosed to the authorities entitled to legitimately receive them.

Catheleyne may also disclose your data to companies working together with Catheleyne for the management of the shipments of goods connected with the Service.

You may at any moment exercise your rights pursuant to applicable Dutch laws on personal data protection (AVG 25 May 2018) including the right to obtain confirmation about the existence of your personal data at Catheleyne, and to know their source and to obtain their integration, updating, rectification, cancellation, anonymisation, blocking for law infringement or to object to their processing on legitimate grounds), as well as obtain a list of data processors and of third parties to which the data is disclosed, contacting Catheleyne/Ferrera in Blue by writing to: info@ferrerablue.com

Catheleyne/Ferrera in Blue reserves the right to modify this information at any moment.

I declare having read the information about privacy and I authorise my personal data processing: for the purpose of sending information, advertising and promotional materials on Catheleyne's/ Ferrera in Blue's services products, initiatives and events.

also via e-mail

for their insertion into Catheleyne's/Ferrera in Blue's customer data base for profiling and preference analysis activities.

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