

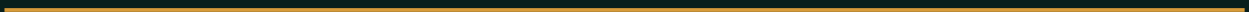


TERMS FOR ORGANISATIONS

Clear agreements for every engagement.

These terms apply where an organisation or business engages Breinhart for one-to-one guidance, a workshop, three-day programme or another business engagement.

VERSION 3.0
EFFECTIVE FROM 14 AUGUST 2026





Contracting party and contact

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1. Definitions

Breinhart is the trading name under which Mark Paasman provides his services. A Business Client is a legal person or individual acting in a trade, business or profession who enters into the engagement. A Participant is someone taking part through or on behalf of the Business Client.

An Engagement may include one-to-one guidance for professionals, a team workshop, a three-day programme, preparation, materials, reporting and follow-up as set out in the Proposal or Engagement Confirmation.

2. Nature of the Services

Breinhart provides mentor-led guidance, training, workshops and programmes for professionals, teams and organisations. The Services may focus on functioning, communication, decision-making and control under pressure.

Breinhart does not provide medical, psychological, psychotherapeutic or psychiatric treatment, does not diagnose and does not replace professional care. Mark Paasman is not a doctor, psychologist, psychotherapist or medical practitioner.

3. Application and Order of Priority

These terms apply to all business Proposals and Agreements entered into by Breinhart. The Proposal or Engagement Confirmation defines the specific Engagement and takes priority where it expressly differs from these terms.

The contact form does not create an Engagement. An Agreement is formed after written confirmation by Breinhart or when both parties accept the Proposal or Engagement Confirmation.

Changes apply only when confirmed in writing. The Business Client's purchasing terms apply only if Breinhart has expressly accepted them in writing.



4. Proposal and Engagement

Where relevant, the Proposal or Engagement Confirmation states the format, question to be addressed, dates, location, group size, price, VAT, preparation, materials, travel or venue costs and payment.

A Proposal remains valid for the period stated in it. Changes to scope, group size, location, duration or planning apply only after consultation and written confirmation. Additional work will be discussed in advance.

5. Responsibilities of the Business Client

The Business Client appoints an authorised contact and provides timely, accurate information about the Engagement, Participants, location and agreed facilities. Where Services take place at its premises, the Business Client provides a safe and usable location.

The Business Client informs Participants in advance about the purpose, practical arrangements and confidentiality within a group. It must not send medical records or employee health data to Breinhart.

6. Delivery and Participation

Breinhart performs the Engagement carefully and professionally within the agreed format. Breinhart may adjust delivery where necessary for safety or workability without independently changing the core of the Engagement.

Breinhart may refuse, pause or end participation where safety or workability is insufficient. The parties will then discuss the consequences for planning and settlement.

7. Rescheduling, Cancellation and Changes

A one-to-one appointment with a professional may be rescheduled free of charge to another available date until 48 hours before the agreed start. If a request is made within 48 hours, or the Participant fails to attend, the full price remains due.

For team workshops, three-day programmes and other reserved group Engagements, the rescheduling and cancellation arrangements are stated in the Proposal or Engagement Confirmation. If no specific arrangement is stated, work and costs already incurred, demonstrably prepared or reserved will be settled reasonably.

If Breinhart must reschedule, another date will be offered as soon as reasonably possible. If delivery is no longer reasonably possible, undelivered elements will be settled reasonably.

8. Suspension and Early Termination

Breinhart may suspend performance for late payment, missing necessary cooperation, unsafe conditions or unworkability. Where possible, the Business Client will first have an opportunity to remedy the issue.

On early termination, elements already delivered, performed, demonstrably prepared or reserved, and costs incurred, remain payable. The parties will prepare a reasonable final settlement.



9. Price, Costs and Payment

The agreed price, VAT and any travel, venue, accommodation or material costs are stated in the Proposal. Payment is made in advance unless otherwise agreed in writing.

Where payment by instalments is agreed, Breinhart may charge an administration surcharge of 8 per cent disclosed in advance. Breinhart may charge statutory commercial interest and reasonable extrajudicial debt collection costs for late payment.

10. Confidentiality and Feedback

Breinhart and the Business Client handle confidential information carefully. The Business Client does not automatically receive substantive personal information from individual conversations or group participation.

Feedback to the Business Client is limited to agreed logistical information and, where agreed in advance, non-identifiable group information. Substantive information about a Participant is shared only with a valid legal basis and, where necessary, separate consent. Health information is not supplied to an employer as a Participant report.

The Business Client promotes confidentiality between Participants. Recordings are permitted only with prior written consent from Breinhart and every identifiable person involved.

11. Personal Data

Breinhart's privacy notice applies. Where necessary, the parties determine for each Engagement what information is needed for planning, participation and invoicing and which party is responsible for it.

A data processing agreement is entered into only where Breinhart actually acts as a processor on behalf of the Business Client in the specific Engagement.

12. Materials and Intellectual Property

The methodology, text, exercises, reports, video, audio, workbooks, models, terms and diagrams remain the intellectual property of Breinhart or the relevant rights holder.

Participants may apply materials personally, including in daily work. The Business Client may not copy, distribute, publish, record, resell, alter or turn them into its own training or product without written permission.

13. Name, Logo, Case Study and Testimonial

Neither party may commercially publish the other party's name, logo, identifiable case study, photograph, video or testimonial without separate written permission.

Permission must state at least what may be published, where, for what purpose and under which name or role.



14. Outcomes and Liability

Breinhart performs the Engagement with reasonable skill, care and diligence but does not guarantee a particular individual or organisational outcome.

To the extent permitted by law, Breinhart is not liable for indirect or consequential loss, loss of savings, loss of profit or business interruption. Total liability is limited to the amount paid for the part of the Engagement giving rise to the loss.

These limitations do not apply in cases of wilful misconduct or deliberate recklessness by Breinhart, or where mandatory law prevents a limitation.

15. Force Majeure

Where circumstances outside Breinhart's reasonable control occur, including illness, accident, family circumstances, technical failure, government action, transport disruption, fire or natural disaster, Breinhart may suspend obligations or offer another date.

If force majeure lasts more than two months, either party may end the Agreement. Services already delivered or demonstrably performed and costs incurred will be settled reasonably.

16. Questions, Complaints and Consultation

A question, complaint or other concern can be submitted using the contact form. Begin the message with 'Complaint'. Breinhart will acknowledge receipt and normally provide a substantive response within 14 days; if more time is needed, Breinhart will say so within that period.

The parties will first try to resolve the matter together and may use mediation by mutual agreement.

17. Governing Law, Disputes and Version

Dutch law applies to the Agreement. A business dispute which the parties cannot resolve together will be submitted to the court of competent jurisdiction in Rotterdam, unless a mandatory rule of law provides otherwise.

This is version 3.0 dated 14 August 2026. The current version is available on the website; the version supplied for an Engagement continues to apply to it.