expat institute

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www.expat-institute.com
Heiloo · the Netherlands

TERMS

General Terms and Conditions

VERSION 1.4 · 5 NOVEMBER 2026 · PUBLISHED

We work with two groups of people: the organisations that commission our work, and the people who take part in it. These terms are written for both. Part A applies to everyone, Part B to organisations, Part C to participants.

These General Terms and Conditions ("Terms") apply to the programmes, workshops, training, coaching and advisory services ("Services") of Expat Institute, a trade name of Ava Houkes, sole proprietorship (eenmanszaak), Van Doornstraat 30, 1851 JK Heiloo, the Netherlands, KvK 42153968, VAT NL005540216B09 ("Expat Institute", "we", "us"). Our Privacy Policy is available at https://www.expat-institute.com/privacy-policy.

Definitions

- **Client**: the organisation (company, government body or other organisation), or the person, that commissions and pays for a Service.
- **Participant**: a person who takes part in a Service, for example a partner in an expat couple taking part in a programme. A Participant can also be the Client, for example a couple who book and pay for a workshop themselves.
- **Agreement**: the accepted proposal, quotation, booking or registration, any signed coaching or participation agreement, and these Terms.
- **Consumer**: a natural person who is not acting in the course of a business or profession.

PART A

For everyone

A1. Scope and order of precedence

These Terms apply to all our proposals and Agreements. Where an Agreement contains specific arrangements, those prevail over these Terms for the matters they cover. Where a government body contracts with us under its own general purchasing conditions (for example the ARVODI), the Agreement states which provisions apply and how they relate to these Terms. We do not accept a Client's own general terms unless we have agreed to them in writing.

Nothing in these Terms limits the mandatory rights of Consumers.

A2. How we work

We deliver our Services with care and to the best of our professional ability. Our commitment is one of best efforts, not of a specific result. Services are delivered by Ava Houkes and by qualified professionals who work with us as subcontractors, such as Rutger Peters (Spill The Beans coaching & consultancy). We remain responsible for the Services they deliver on our behalf.

Our Services are not therapy, psychological treatment or medical care. If we notice during a Service that someone may need support beyond what we offer, we will raise this with that person and may suggest where to find appropriate help. We do not share this with anyone else without that person's consent, unless the law requires us to, or there is an immediate or serious risk of harm to that person or someone else. If there is such a risk, we share only what is needed, and only with the people or services who can help, such as emergency services.

A3. Confidentiality

What Participants share with us in sessions, workshops and coaching is confidential. We do not share what an individual Participant says or does with the Client or anyone else, unless the Participant has agreed in writing or in the situations described in A2. Clients receive results only at group level, in a form that does not identify individuals. What a Client does receive about Participants, for example about attendance, is agreed in advance, and Participants are told this before they start.

Participants in group sessions keep what other Participants share confidential. We keep the Client's confidential business information confidential and use it only to deliver the Services.

A4. Personal data

We handle personal data in line with the General Data Protection Regulation (GDPR) and our Privacy Policy (https://www.expat-institute.com/privacy-policy). For the Services described in these Terms we act as the controller of personal data, unless the Agreement provides otherwise.

A5. Research and evaluation

Some programmes are evaluated through research. Before you take part, you receive separate information about what the research involves, what data it uses and what you agree to. That information also explains how you can withdraw.

A6. Recordings

We do not record sessions unless we announce this in advance and the people concerned have agreed. When we record a webinar, we say so in advance and explain how the record-

ing is used and how long it is kept. Participants may not record sessions without the consent of everyone present.

A7. Intellectual property

Our models, methods, programme materials, worksheets, presentations and other materials remain the intellectual property of Ava Houkes or the relevant rights holder. Clients receive a non-exclusive, non-transferable right to use the materials provided to them for their own internal purposes within the scope of the Agreement. Participants may use materials for their own personal use. Any other use, including reproduction, distribution, adaptation or use in teaching or training, requires our prior written permission. If the Agreement contains different arrangements, for example under government purchasing conditions, the Agreement prevails.

A8. Liability

Our Services support people and organisations; outcomes depend on circumstances and engagement, and we cannot guarantee them. To the extent permitted by law:

- we are liable only for direct damage that results from our attributable failure to perform the Agreement;
- our liability is limited to the amount invoiced for the Service concerned, and for Agreements running longer than twelve months to the amount invoiced in the twelve months before the event that caused the damage;
- we are not liable for indirect or consequential damage, such as lost profit, lost savings or reputational damage;
- in any case, our liability never exceeds the amount paid out under our professional liability insurance in the case concerned.

These limitations do not apply to damage caused by intent or deliberate recklessness, and they do not limit liability that cannot lawfully be excluded or limited, including mandatory consumer protections. Subcontractors who work with us may rely on these limitations as well.

A9. Force majeure and changes in delivery

If we cannot deliver a session because of circumstances beyond our control, such as illness of the facilitator, we will offer a replacement facilitator of equivalent experience or a new date. If neither is acceptable to you, you do not pay for that session, or we refund what you have already paid for it.

A10. Complaints

If you are unhappy with our Services, please email contact@expat-institute.com. We confirm receipt within five working days and respond in substance within four weeks. This procedure does not limit your right to go to court or to any other remedy available under law.

A11. Transfer to a future legal entity

We may transfer an Agreement to a legal entity that continues the business of Expat Institute and in which Ava Houkes is involved, such as a private limited company (BV). We will inform you in writing before the transfer. Business Clients agree to such a transfer in advance. Consumers may end the Agreement free of charge if they do not want to continue with the new entity.

A12. Changes to these Terms

We may update these Terms for future Agreements by publishing a new version on our website. Terms that already apply to an existing Agreement are not replaced automatically; changes to an existing Agreement require that both parties agree.

A13. Governing law and disputes

These Terms and all Agreements are governed by Dutch law. Disputes with business Clients are submitted exclusively to the competent court in the district of Noord-Holland. Consumers keep the protection of the mandatory rules of the country where they live, including the right to bring a case before their local court.

PART B

For organisations

B1. Proposals

Our proposals are valid for 30 days, unless the proposal or other documentation states otherwise. Prices for business Clients are in euros and exclude VAT, unless stated otherwise. A proposal is based on the information the Client has given us; if that information turns out to be incomplete or incorrect, we may adjust the proposal.

B2. Formation of the Agreement

An Agreement is formed when the Client accepts our proposal in writing (email is sufficient) or when we start work at the Client's request. If the Client needs a purchase order number or other reference on our invoices, the Client provides it before work starts.

B3. What we ask of the Client

- Provide the information we need, in good time and accurately.

- Inform employees and their partners about the Service in the agreed way, making clear that taking part is voluntary.
- Share personal data with us only where this is lawful, and only the data we need to invite or register Participants.
- For sessions on the Client's premises: provide a suitable room and the agreed facilities.

B4. Invoicing and payment

We invoice according to the schedule in the Agreement. Invoices are payable within 30 days of the invoice date, unless agreed otherwise. If payment is late, the statutory commercial interest and statutory collection costs apply.

B5. Rescheduling and cancellation by the Client

The Client can reschedule or cancel a workshop, training day or other agreed date in writing. For the cancelled part of the Service the following applies:

- more than six weeks before the date: free of charge, except for costs we have already incurred for that date, such as venue hire;
- between six and two weeks before the date: 50% of the fee for that part;
- less than two weeks before the date: 100% of the fee for that part.

A date can be moved free of charge once, if this is requested at least two weeks in advance and the new date falls within the term of the Agreement. If the Agreement contains different arrangements, those apply.

B6. Termination

An Agreement for a defined Service ends when that Service has been delivered. Either party may terminate the Agreement in writing if the other party seriously fails to meet its obligations and does not remedy this within a reasonable period after written notice. If the Client ends the Agreement early, the Client pays for the work already done and for costs we have already committed to.

B7. Claims

A business Client must report a complaint about our performance in writing within two months after discovering it. Claims against us lapse twelve months after the Client became aware, or could reasonably have become aware, of the facts on which the claim is based.

B8. References

We mention a Client by name, for example as a reference on our website or in a proposal, only with the Client's permission.

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PART C

For participants

C1. Taking part

Our Services are intended for people aged 18 and over. You register through the form or process that we provide for the Service. Where places are limited or selection criteria apply, we explain these before you register.

When an employer, government body or other organisation pays for a programme, taking part is free of charge for you. The financial and contractual arrangements are then between us and that organisation (Part B), and this Part C sets out how we work with you.

C2. Couples

In programmes for couples, each partner registers individually and makes their own choices, for example about giving consent or taking part in research. We do not share what one partner tells us in an individual contact with the other partner without permission.

C3. What we ask of you

- Take part in good faith and treat others with respect.
- Keep what other Participants share confidential.
- Let us know in good time if you cannot attend.
- Take care of a working internet connection and a quiet space for online sessions.

If someone seriously disrupts a session, we may ask them to leave it. Where possible, we talk with them first.

C4. Your own responsibility

Taking part is voluntary. In programmes that you do not pay for yourself, you can stop at any time, without giving a reason. Decisions you make during or after a Service remain your own.

C5. Prices and payment, if you pay yourself

Prices for Consumers are in euros and include VAT. You pay at booking or within 14 days of the invoice date, as stated in the offer, unless agreed otherwise.

C6. Rescheduling and cancellation, if you pay yourself

If you have signed a coaching agreement or participation agreement with us, the arrangements for rescheduling, cancellation and refunds in that agreement apply. Otherwise:

- Individual or couple sessions: you can reschedule or cancel free of charge up to 48 hours before the session. Later cancellations, and sessions missed without notice, may be charged in full.
- Workshops and group programmes: you can cancel free of charge up to 14 days before the start. After that, we do not refund the fee, but you may transfer your place to a later edition or to someone else.

These arrangements do not affect your statutory right of withdrawal (C7).

C7. Right of withdrawal for Consumers

If you book a Service online or otherwise at a distance as a Consumer, you generally have the right to withdraw within 14 days without giving a reason. For services, this period starts on the day the Agreement is concluded. To withdraw, send a clear statement to contact@expat-institute.com before the period ends. A model withdrawal form is available on request; you do not have to use it.

If you have asked us to start the Service within the withdrawal period and then withdraw, you pay a proportionate amount for what we have already delivered. If the Service has been fully delivered within the withdrawal period at your express request, and you acknowledged that you would then lose your right of withdrawal, the right no longer applies. If you validly withdraw, we refund the amount due within 14 days, using the same payment method unless agreed otherwise.

C8. Cancellation by us

If a workshop or programme cannot go ahead, for example because there are too few registrations, we will offer you a new date or a full refund of what you have paid.

Contact

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