General Conditions of Sale

AVA HOUKES · VERSION 2.2 · 25 OCTOBER 2026

These General Conditions of Sale ("Terms") govern purchases, bookings and access to services, digital products and related offerings provided by Ava Houkes ("we", "us", "our"), a sole proprietorship (eenmanszaak) registered in the Netherlands under KvK number 42153968.

These Terms apply when they are provided or made available before an agreement is concluded and accepted as part of that agreement. Our Privacy Policy is available at https://www.avahoukes.com/privacy-policy.

1. Scope and Eligibility

These Terms apply to services, programs, workshops, digital materials, and other offerings made available by Ava Houkes, including complimentary sessions and consultations where relevant. Although no payment is required for a complimentary offering, participants are expected to observe applicable standards of conduct, confidentiality and responsibility.

Where a separate Coaching Agreement or corporate services agreement applies, that agreement operates alongside these Terms. In the event of inconsistency, the specific agreement prevails for the matters it addresses, without limiting mandatory legal rights.

Our services are intended for individuals aged 18 and over. We do not knowingly provide services to minors without an appropriate separate arrangement.

2. Prices and Payment

Prices are displayed in euros (EUR), unless expressly stated otherwise. Prices offered to consumers include VAT where applicable; any additional charges are disclosed before the order is confirmed. For business clients, quotations and invoices specify the applicable VAT treatment.

Unless a different payment schedule is agreed, payment is due at the time of ordering or by the deadline stated on the invoice. Accepted payment methods are those indicated during booking, checkout, or in the applicable agreement or invoice.

If a recurring service or instalment plan is offered, its price, payment schedule, duration and cancellation arrangements will be explained before purchase. Where recurring charges are authorized, the agreed payment method may be charged in accordance with that schedule. Cancelling future renewals does not automatically cancel instalments owed for a fixed-term purchase.

3. Services (Coaching, Mentoring, Consulting, Workshops)

Services include one-to-one coaching, mentoring, consulting, group programs, workshops and organizational engagements.

- Clients may reschedule or cancel an individual session with at least 48 hours' notice without a session-cancellation charge.
- Sessions cancelled with less than 48 hours' notice, or missed without notice, may be charged in full, subject to applicable legal rights and any different agreement.
- For programs with a defined timeframe, sessions should be completed within that timeframe, unless otherwise agreed.
- For ongoing coaching, unused sessions do not roll over unless expressly agreed.

All paid coaching, mentoring or consulting engagements are subject to a separate Coaching Agreement or other specific services agreement, provided before services begin. It addresses the working relationship, confidentiality, recordings, scheduling and responsibilities of both parties.

4. Consumer Right of Withdrawal and Refunds

Consumers who conclude a distance contract (for example, online or by telephone) generally have a statutory right to withdraw within 14 days without giving a reason, subject to applicable exceptions. For services, the period generally begins on the day the agreement is concluded. A business customer purchasing in the course of business does not automatically have this statutory consumer right.

To exercise the right, the consumer may send an unambiguous withdrawal notice to ava@avahoukes.com or use any withdrawal mechanism made available on our website. The notice must be sent before the withdrawal period ends. A model withdrawal form can be supplied on request; its use is not mandatory.

If a consumer expressly requests that services begin during the withdrawal period and then withdraws before they are fully performed, a proportionate charge may be due for services already provided, as permitted by law. The statutory right may be lost once a service has been fully performed only where the applicable requirements, including any necessary prior express request and acknowledgment, have been met.

For digital content supplied without a physical medium, the statutory withdrawal right may be lost once supply has begun only where the required express prior consent, acknowledgment and confirmation have been obtained. Merely purchasing a digital product does not by itself establish this exception.

Where a valid withdrawal applies, refunds are provided within the legally required period and by an appropriate payment method. Any additional cancellation or refund arrangements appear in the applicable Coaching Agreement or offer.

Nothing in these Terms limits mandatory statutory consumer rights.

5. Digital Products and Courses

Digital materials, including downloadable tools, workbooks and online courses, are provided electronically through email, download links or access platforms.

Any access duration and material limitations are communicated before purchase. We may update or replace materials, but will not withdraw paid access contrary to the agreed terms or mandatory consumer protections.

We take reasonable steps to keep digital content and delivery systems functional and accessible. Clients are responsible for maintaining a valid email address, appropriate device and internet access. Statutory rights relating to digital content and services are unaffected.

6. Intellectual Property

Unless otherwise stated, original materials, frameworks, tools and content provided by Ava Houkes remain the intellectual property of Ava Houkes or the respective rights holder.

Clients receive a limited, non-transferable license for their own personal use, or the specifically agreed internal organizational use. Reproduction, distribution, modification, resale, public sharing, or commercial teaching and training use requires prior written permission, except where permitted by law.

7. Liability and Disclaimer

Our services support personal and professional development. They are not therapy, psychological treatment or medical advice, and do not replace professional assistance from appropriately qualified practitioners.

Although we aim to provide services with care, integrity and professionalism, no specific outcomes are guaranteed. Results depend on circumstances and engagement, and clients remain responsible for their decisions and actions.

To the extent permitted by applicable law, liability for claims arising from our services may be limited to the amount paid for the relevant services, and we do not accept responsibility for indirect or consequential losses where exclusion is lawful. No provision excludes liability or remedies that cannot legally be excluded or restricted, including mandatory consumer protections.

8. Privacy

Personal information is handled in accordance with our Privacy Policy: https://www.avahoukes.com/privacy-policy. Service delivery may involve carefully selected third-party systems, such as booking and communication providers, as explained in that policy.

9. Dispute Resolution

If a concern or dispute arises, please contact Ava Houkes in writing at ava@avahoukes.com. We will make reasonable efforts to resolve the issue promptly and in good faith. This informal process does not restrict statutory rights to bring a complaint or pursue legal remedies.

10. Updates to These Terms

We may update these Terms for future purchases and bookings by publishing a revised version on our website. Terms already agreed for an existing purchase or engagement are not automatically replaced by a later website version. Any change to an ongoing agreement requires an applicable contractual basis, appropriate notice and compliance with mandatory law.

11. Governing Law

These Terms are governed by the laws of the Netherlands, subject to mandatory consumer protections and applicable private international law. Disputes are handled by the competent courts under applicable jurisdiction rules. Nothing in these Terms restricts mandatory rights available to consumers in other jurisdictions.

12. Contact and Business Details

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