

Terms and Conditions

even sparren · an initiative by ESWAD B.V.

1. Who we are

By "Client" we mean the entrepreneur who commissions ESWAD B.V. ESWAD B.V. offers sparring services for entrepreneurs under the trade name even sparren. To deliver this, ESWAD B.V. engages one or more sparring partners who match your situation and stage as an entrepreneur.

2. These terms always apply

Every assignment given to ESWAD B.V., including follow-up assignments, is governed by these terms and conditions. Any purchasing conditions of the Client are explicitly not accepted.

3. How the collaboration starts

The collaboration always starts with an intro chat. This conversation costs €75 and lasts 45 to 60 minutes. It is an honest, two-way conversation: together we look at whether there's a click and whether even sparren is a good fit for you. If we continue, the €75 is deducted from the first month.

Only after the intro chat, if both parties want to proceed, do we set out the agreement in writing. The minimum term depends on the chosen subscription: the first two subscriptions have a minimum term of 3 months, the third has a minimum term of 6 months. After the minimum term, the subscription can be cancelled monthly, with one month's notice.

4. How we work

We do what we promise, and promise what we can deliver. We always commit fully, but the outcome of entrepreneurship depends on far more than the conversations you have with us. Our obligation is therefore a best-efforts obligation, not a guarantee of results. We agree together, in good consultation, what the collaboration looks like in practice. As a guideline, we work with roughly 25 contact hours per year, spread across fixed sessions, with the flexibility the situation calls for.

5. Confidentiality

Everything you share with us stays with us. We do not discuss Client information with third parties, unless legally required to do so. Our sparring partners are bound by the same duty of confidentiality. Should a data breach occur despite all precautions, we will inform you immediately.

6. Costs and payment

The fee for even sparren is set out in the assignment confirmation and is independent of the eventual outcome of the collaboration. Invoicing takes place monthly, ahead of the month to which the invoice relates. Payment must be received before the start of that month, without any deduction, discount or set-off.

7. Liability

We work carefully and with full commitment. If something goes wrong because you provided us with incorrect or incomplete information, responsibility for that lies with you. Our liability is in all cases limited to the amount paid out by our professional liability insurance, including any excess. If, for whatever reason, no payout is made, our liability is limited to the amount we invoiced you.

Consequential damage, indirect damage and loss of profit fall outside our liability. You indemnify ESWAD B.V. against liability towards third parties.

8. Privacy

The data you share with us is processed solely for carrying out the assignment and maintaining our relationship. You can find more information about this in our privacy policy.

9. Dutch law

Dutch law applies to all agreements. Any disputes will be submitted to the competent court in the district where ESWAD B.V. is established.

Questions?

Spotted something that isn't right, or do you have a question? Send an email to info@eswad.nl

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