



Terms of service

Last update is March 23, 2020

Article 1 - Applicability

1. These general terms and conditions apply to all legal relationships with T.C.P.A. Consultancy, represented by drs. Alvin S. Leito, MSc, (hereinafter referred to as: "T.C.P.A. Consultancy"), including contract agreements, unless expressly agreed otherwise in writing. All terms in this general terms and conditions have also been drawn up for the inclusion of all those that are or were employed by T.C.P.A. Consultancy.
2. These conditions also apply to agreements with T.C.P.A. Consultancy, which for the execution T.C.P.A. Consultancy needs to get third parties involved.
3. These general terms and conditions are deemed to apply to all follow-up assignments to clients of T.C.P.A. Consultancy.
4. If the contract is concluded electronically, the general terms and conditions will also be sent electronically. At the request of the client the general terms and conditions can be send free of charge within fourteen days by post.

Article 2 - Agreement

1. All agreements concluded with T.C.P.A. Consultancy are deemed to exclusively been provided to and accepted by T.C.P.A. Consultancy. Notwithstanding the provided in articles 7: 404, 407 paragraph 2, 409 and 422 paragraph 1 of the Dutch Civil Code, all those who work for T.C.P.A. Consultancy are not personally bound or liable and the agreement does not end with their dead, regardless of whether the contract was concluded for the purpose of working with a particular person. The agreement does end when Alvin dies and there is no one qualified to use the 5P-Formula© to set forth the work for the client in accordance to the agreement.
2. The agreement between T.C.P.A. Consultancy and the client is entered into fixed term, unless the nature of the agreement dictates otherwise or if parties expressly agree otherwise in writing.
3. T.C.P.A. Consultancy is entitled to execute the agreement in different phases.
4. The client ensures that all data, including the ones T.C.P.A. Consultancy indicates that are necessary or of which the client should reasonably understand that these are necessary for the execution of the agreement, are provided in a timely manner to T.C.P.A. Consultancy. If the necessary information requested and/or needed to complete the agreement is not sent to T.C.P.A. Consultancy on time, T.C.P.A. Consultancy has the right to suspend the agreement and/or to charge the additional costs resulting from the delay in accordance with the then custom rates to the client. The execution period commences no earlier than after the client sends the data to T.C.P.A. Consultancy. T.C.P.A. Consultancy is not liable for damage, of any kind, because T.C.P.A. Consultancy trusted by the client provided incorrect and/or incomplete information.
5. If T.C.P.A. Consultancy is of the opinion that at that moment there is no option for collaboration with the client to start using the 5P-Formula© together, T.C.P.A. Consultancy has the right to refuse the work order request from the client. T.C.P.A. Consultancy does commit itself to the client, if refusal is necessary to always give a reason for the refusal without guarantees that it would be a for the client satisfactory reason. When there has been an 1-hour face-to-face intake interview, T.C.P.A. Consultancy will charge the travel costs to the client and take the travel costs from the € 223.85, incl. VAT that has been paid before the 1-hour intake, and the client will receive the rest of the sum back.

Article 3 - Target group

1. T.C.P.A. Consultancy specializes in helping people and organizations that dare to be transparent and open, including those who do not dare, but want to or don't want to, but know that they need to be (much) more and needs a push to start being like that. The 5P-Formula© is meant to be used by any human being (or organization) that chooses to be a contributor instead of only a participant (or leech) in our societies. T.C.P.A. Consultancy works exclusively with clients who (at least vocals the intention to) commit and adhere to the 5P-Formula©.

Article 4 - Introduction

1. The first telephone or online conversation between T.C.P.A. Consultancy and the client is free of charge and lasts up to half an hour.
2. For the face-to-face intake interview (whether or not an introductory / advisory interview) is always at the client's home / work and an amount of € 223.85, incl. VAT, - will be charged and must be paid in advance or on the spot before the intake commences. This intake meeting lasts for up to an hour.

Article 5 - Cooling-off period

1. The client who has signed the T.C.P.A. Consultancy agreement has the right to cancel the agreement within fourteen days. Only the following costs will be charged:
 - If there is an appointment on location that is less than 24 hours before the agreed time canceled, then € 75 administration costs will be charged.
 - Any work that T.C.P.A. Consultancy does after the client met the conditions set by article 2, paragraph 4 will be charged at € 185,- per hour of work done, or if there is a valid promotion active, the then valid rate per hour.

Article 6 - Duration and termination of the agreement

1. The contract is concluded for a fixed period of time. When canceling one agreement signed by both parties after fourteen days cooling-off period / cooling-off period but before the end date of the agreement, the agreement can only be broken by paying the full cost of the intake procedure and processing of data in the amount of EUR 447.70– incl VAT, even if this takes place after a free intake promotion, incl. also 10% of the rest of the agreed contract value minus the processing of data and intake fee.

Article 7 - Duty of care of T.C.P.A. Consultancy

1. T.C.P.A. Consultancy is duty-bound vis-à-vis the client in the implementation of the agreement to observe the care of a good management consultancy.
2. Success is different per person / organization and is dependent on clients own effort and commitment.
3. T.C.P.A. Consultancy is only due the step-by-step mutually created plan for a renewed life for the client/organization, not success there off.

Article 8 - Privacy protection

1. T.C.P.A. Consultancy processes the personal data of the clients in a proper and careful manner and in accordance with the General Data Protection Regulation (GDPR) and acts in accordance with the Data Breach Notification Act (of the Netherlands).
2. The client can find information about his / her rights via the T.C.P.A. Consultancy privacy statement.
3. T.C.P.A. Consultancy destroys the client's personal data no later than 8 years after expiration of the agreement.

Article 9 - Client's payment obligation

1. T.C.P.A. Consultancy works exclusively on the basis of cash or bank transfers.
2. With bank transfers, activities at T.C.P.A. Consultancy will commence upon receipt of the payment to the bank account of T.C.P.A. Consultancy.

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In the name of: T.C.P.A. Consultancy

Article 10 - Other obligations of the client

1. The client obliges him/herself to behave correctly towards T.C.P.A. Consultancy and the person(s) proposed to the client by T.C.P.A. Consultancy as part of the execution of the agreement.
2. The client is obliged to observe secrecy with regard to personal data of potential partners and indemnifies T.C.P.A. Consultancy against claims from third parties if liability arises due to breach of the duty of confidentiality by the client.
3. The client is obliged to treat emails and other messages confidentially and not to make them accessible to third parties without the permission of their author. The same applies to names, telephone and fax numbers, residential, e-mail addresses, URLs, or other personal data of people / organizations with whom T.C.P.A. Consultancy brought the client into contact.
4. Also, the client is not allowed without permission from the other party to share information from other T.C.P.A. Consultancy clients/contacts on social media.
5. The client obliges to cooperate with the services of T.C.P.A. Consultancy. This means, among other things, that the client, at all times during the cooperation will consciously adhere to the principles of the 5P-Formula©.

Article 11 - Dissolution of the agreement

1. If a party fails to fulfill the agreement, the other party is authorized to dissolve the agreement, unless the shortcoming given its special nature or minor significance does not justify termination. Dissolution are justified in case of violation by T.C.P.A. Consultancy of its duty of care or when the client does not meet his or her payment obligation.

Article 12 - Complaints

1. Complaints about the implementation of the agreement and about the protection of personal data must be submitted in writing to T.C.P.A. Consultancy. T.C.P.A. Consultancy must respond substantively to the complaint within one month.

Article 13 - Intellectual property

1. The design and content, including trademarks, logos, photos, texts on the T.C.P.A. Consultancy website, and in particular www.tcpa5pmanagementconsultancy.com, are the intellectual property of T.C.P.A. Consultancy and may not be reproduced, used or displayed without the express permission of T.C.P.A. Consultancy. The rest of the images come from stock photos websites with creative free licenses.



T.C.P.A. Consultancy

T.C.P.A. Family - since 2011