

General terms and conditions for the provision of service, for:

Coach & Commitments b.v., Barwoutswaarder 41a, 3449 HH Woerden
Telefoonnummer 0348 422460 KvK Amersfoort 08059690

Article 1 – Definitions

In these general terms and conditions, the following terms are taken to mean:

Service provider: the user of these general terms and conditions, in this case Coach & Commitments b.v.
Client: the party other than the service provider.

Article 2 – Applicability of these terms and conditions

1. These terms and conditions apply to all contracts and/or offers made between Coach & Commitments b.v. (hereafter referred to as the service provider) and a client, for which the service provider has declared these terms and conditions applicable, in as far as the parties have not deviated from the terms and conditions expressly and in writing.
2. The present terms and conditions will also apply to all contracts with the service provider during activities carried out by third parties.

Article 3 – Offers

1. Offers made by the service provider are valid for 14 days, unless stated otherwise.
2. The service provider is only bound by an offer if said offer is accepted by the client in writing, or provisionally accepted via the telephone and confirmed within the period for which it is valid (see paragraph 1).
3. The prices quoted in an offer are always exclusive of BTW (Dutch VAT), unless stated otherwise.

Article 4 – Fulfilling the contract obligations

1. The service provider will make every effort to provide the client with the service to the best of his knowledge and ability, in accordance with the requirements of good workmanship.
2. The service provider will provide the service from a professionally independent position. The service provider will consult with the client regarding the way in which the service should be provided.
3. Should it become necessary in the interests of providing a satisfactory service and after having consulted with the client, the service provider is authorised to allow third parties to provide certain parts of the service.
4. The client is responsible for promptly supplying the service provider with all the information he needs to provide the service described in the contract. If the service provider does not receive the information he requires to provide the service described in the contract on time, the service provider will be entitled to suspend provision of the agreed service and/or to charge the client at the regular rate for the extra costs ensuing from the delay.

Article 5 – Amending the contract

1. If, while providing the agreed service, it becomes necessary to amend or supplement said service in order to fulfil the contract obligations satisfactorily, the parties must make the necessary amendments to the contract promptly and in consultation with each other.
2. If the parties agree that the contract is to be changed or supplemented, the time specified for completing the service may also be affected. The service provider will inform the client of this as soon as possible.
3. If amending or supplementing the contract gives rise to financial consequences or consequences relating to the quality of the service, the service provider will inform the client in advance.
4. Contrary to paragraph 3, the service provider may not make an additional charge if the contract is amended or supplemented as a result of circumstances for which the service provider can be held accountable.

Article 6 – Duration of the contract, execution period

1. The contract will not be subject to time limits, unless both parties expressly agree otherwise.
2. If a specific period has been agreed for the completion of certain activities within the duration of the contract, this will not be considered to be a deadline unless expressly agreed otherwise. If the execution period is exceeded, the client should give the service provider written notice of default.

Article 7 – Cancellation and/or deferment by the client

1. If the client causes a practical training course to be cancelled/deferred before the agreed date of commencement, the client will be obliged to pay the following percentages of the fee:

- cancellation/deferment within 40 working days of commencement date	40%
- cancellation/deferment within 20-39 working days of commencement date	70%
- cancellation/deferment within 0-19 working days of commencement date	90%.
2. If the cancelled/deferred service is provided at a later date, the total fee will still be payable, on top of the cancellation/deferment charges.
3. If the client, or the participant put forward by the client, terminates participation after the training course has commenced or in any other way fails to attend the course, the client will not be entitled to any form of reimbursement.
4. If a participant does not attend a follow-up training day associated with a practical training course, he/she will not be entitled to attend a similar gathering.
5. Conference accommodation: the costs of cancellation/deferment charged to the service provider by the conference centre will be passed on to the client responsible for cancelling/deferring the practical training course.
6. If a participant put forward by the client indicates that he/she is unable to attend the practical training course before said course commences, this participant may be replaced by a colleague-participant.

Article 8 – Cancellation by the service provider

1. If for whatever reason the service provider is unable to provide a service or part of a service at the agreed time, the service provider will notify the client of this immediately. Client and service provider must arrange a new date as soon as possible.
2. This does not give the client the right to dissolve the contract, nor any right to compensation.

Article 9 – Confidentiality

1. Both parties must treat all confidential information they may obtain on each other issuing forth from the contract or from any other sources as strictly confidential. Information is considered to be confidential if this is so communicated by the other party or if this is evident from the nature of the information itself.

Article 10 – Rules applying to the service provider regarding practical training

1. The success of a practical training course depends largely on the self-motivation and personal contribution of the participants.
2. In order to allow the participants to concentrate, incoming or outgoing telephone calls will not be permitted during the working sessions (with the exception of emergency situations).
3. Alert and active participation in the sessions is expected from every participant. If after having discussed the matter, a participant fails to participate in this way, the service provider will be entitled to cancel the course member's participation without incurring any liability to reimbursement. The same applies to disruptive behaviour outside working sessions.
4. The service provider can in no way be held responsible for the conduct of participants or the consequences of their behaviour.

Article 11 – Choice of conference venue

1. The client is responsible for reserving the conference venue and the ensuing costs.
2. To ensure optimum working results, the conference venue must satisfy the functional requirements of the service provider.
3. Suitable conference venues for branch and practical training courses will be reserved after mutual consultation.
4. If the client so wishes, the service provider will provide his services as a mediator in this matter.
5. The need to change a conference venue does not constitute a reason for cancelling the service that has been agreed.

Article 12 – Fees

1. Paragraphs 2, 5 and 6 of this Article apply to offers and contracts in which a fixed fee has been offered or agreed. Paragraphs 3 to 6 apply in cases where no fixed fee has been agreed.
2. Parties may agree to a fixed fee when drawing up the contract. The fixed fee is exclusive of VAT. Accommodation costs – for the participants and the trainer – will be paid to the conference venue directly by the client. If it is necessary for the results of the training, accommodation prior to the training course will be paid for by the client.
3. Travelling costs incurred by the service provider will be paid by the client.
4. If no fixed fee is agreed, the fee will be determined on the basis of hours actually worked. The fee will be calculated according to the service provider's regular hourly rates, valid for the period in which the service is provided, unless a different hourly rate is agreed.
5. Any estimated costs are exclusive of VAT and exclusive of travel and accommodation expenses.
6. If a service is to be provided for a period longer than a month, the due costs will be charged periodically.
7. If the service provider agrees a fixed fee or hourly rate with the client, the service provider is nevertheless entitled to increase his fee. The service provider is entitled to pass on price rises, assuming he can prove that significant price rises have taken place between the time of making the offer and the time of providing the service concerned, in wages, for example.
8. Fees are subject to an annual price index rise.

Article 13 – Payment

1. Payments should be transferred to account number 226424529 at F. Van Lanschot Bankiers, in the name of Coach & Commitments b.v. in Woerden, two weeks before the commencement date of the practical training course concerned.
2. The client is considered to be in default if he has not made payment two weeks before the commencement date of the practical training course in question; the service provider is entitled to charge interest on the amount owed at 1% per month as from the moment that the client defaults on payment, unless the statutory interest rate is higher, in which case the service provider may charge interest at the statutory rate.
3. In the case of winding-up, bankruptcy or moratorium on payment on the part of the client, claims by the service provider and obligations on the part of the client towards the service provider will become payable without notice.
4. In the first instance, payments made by the client will be used to complete payment on all due interest and costs, and in the second instance to pay the oldest outstanding invoices, even if the client indicates that payment concerns the settlement of a later invoice.

Article 14 – Collection charges

1. If the client is in default of payment for one or more of his financial obligations, he will be liable to pay all reasonable costs incurred while trying to recover the outstanding amounts out of court. The client will in any event be liable to pay:

- on the first € 3,000,-	15%
- on the rest up to € 6,000,-	10%
- on the rest up to € 15,000,-	8%
- on the rest up to € 60,000,-	5%
- on the rest	3%.

Article 15 - Liability

If the service provider can be held liable, the extent of his liability is limited as follows:

1. The liability of the service provider is limited to the amount paid out by the insurer, in as far as the liability is covered by insurance.
2. If the insurer refuses payment or if the damage is not covered by insurance, the liability of the service provider is limited to twice the invoice value of the contract, at least that part of the contract concerned with the liability.
3. Contrary to the provisions in paragraph 2 of this Article described above, in the case of a service being provided for a period of more than 6 months, liability is further limited to the part of the fee due for the last six months.
4. The limitations on liability defined in these terms and conditions do not apply if the damage concerned is the result of intention or gross negligence on the part of the service provider or his employees.
5. The service provider can never be held liable for consequential loss.

Article 16 – Acceptance of the terms and conditions for providing a service

1. In placing an order with the service provider to supply a business or branch practical training course or a workshop, the applicant/client is considered to have accepted these terms and conditions for providing said service.
2. The service provider retains the right to refuse to provide a service, without giving reasons.

Article 17 – Documentation material

1. The service provider is responsible for providing the necessary work and documentation material for all practical training courses, with no further charge. This does not include the PCs used for the Computer-based Simulation Programmes. These must be provided by the client. The contents of the work folders, including the attached practical cases and examples etc, are the inalienable intellectual property of the service provider. This also applies to the software used for the Computer-based Simulation Programmes.
2. Copying or making full or partial use of material belonging to the service provider will be deemed to be unauthorised, unless the service provider has given written consent.
3. All copyright and other intellectual property rights applying to offers compiled by the service provider, to detailed ideas, models, recommendations, course material and other intellectual products owned by the service provider, rest with the service provider, including in cases where the activities in question appear as a separate item on the offer or invoice.

Article 18 – Force majeure

1. For the purposes of these general terms and conditions, alongside the definitions contained in the law and case law, force majeure is taken to mean all external causes, foreseen or unforeseen, over which the service provider has no control, but which make it impossible for the service provider to fulfil his obligations. This includes industrial action at the service provider's company.
2. The service provider is entitled to plead force majeure even if the circumstances hampering (further) fulfilment occur after the time at which the service provider should have fulfilled his obligations.
3. During force majeure, fulfilment of the service provider's obligations will be suspended. If the period of force majeure during which the service provider is unable to fulfil his obligations lasts longer than 2 months, both parties are authorised to dissolve the contract and there will be no obligation to pay compensation.
4. If the service provider has already fulfilled part of his obligations when the force majeure occurs, or if he is then only able to fulfil part of his obligations, he will be entitled to issue a separate invoice for that part of the obligation that has been fulfilled and/or can still be fulfilled, and the client will be obliged to pay this invoice as if it were a separate contract. However, this does not apply if the part of the obligation that has been fulfilled and/or can still be fulfilled has no independent value.

Article 19 – Settlement of disputes

The court within whose jurisdiction the service provider resides has exclusive jurisdiction to hear action on disputes, unless the sub-district court is authorised to do so. Nevertheless, the service provider is entitled to serve the opposing party with a writ of summons to appear before the court authorised in the matter by operation of law.

Article 20 – Applicable law

Netherlands law applies to every contract entered into by the service provider and the client.

Article 21 – Amendments to and location of the terms and conditions

These terms and conditions have been filed at the offices of the Kamer van Koophandel (Chamber of Commerce) in Gooi- en Eemland.

The most recently filed version of these terms and conditions, and/or the version that was valid when the assignment in question came into being, will apply.