

GENERAL TERMS AND CONDITIONS

General terms and conditions for offering education, training, courses and coaching

Artikel 1. Definitions

In these general terms and conditions the following terms shall have the following meanings:

1. The contractor: the natural person or legal entity to whom the work has been assigned.
2. The client: the natural person or legal entity who commissions the work.
3. The specifications: the description of the work and the regulations and conditions applicable to the work.
4. The work: the work to be carried out, the course, training, assignment or the delivery or service to be provided.
5. The agreement: the final order placed by the client with the contractor.
6. Meeting: a lecture, gathering, conference, presentation, course, coaching or other performance of a similar nature by the contractor.
7. Day: calendar day.
8. Working day: a calendar day, unless it falls on a generally recognized or prescribed rest day, public holiday or vacation day.
9. Quotation: the written offer with the description of the work.

Artikel 2. Applicability

- 2.1. These general terms and conditions apply to all quotations and agreements between the contractor and the client.
- 2.2. In the quotation of the contractor, these general terms and conditions have been declared applicable. This applicability cannot be set aside upon confirmation of the order by the client. Even if upon confirmation of the order the client declares his general terms and conditions applicable, or sets aside provisions in the general terms and conditions of the contractor, the general terms and conditions of the contractor nevertheless apply in full.
- 2.3. In the event of any conflict between the provisions of the General Terms and Conditions and the provisions of the Agreement, the provisions of the Agreement shall prevail over the provisions of the General Terms and Conditions.

Artikel 3. Quotation

- 3.1. All quotations are without obligation, which means that the contractor cannot be held to honour them.
- 3.2. Each quotation is an indivisible whole and is valid for 30 days after the date of issue, unless expressly stated otherwise in writing.
- 3.3. All offers are made according to specifications and/or price request.
- 3.4. The prices in the quotations are exclusive of VAT, unless stated otherwise.
- 3.5. The quotation will, if possible, state the time at which the work will commence.
- 3.6. The quotation provides insight into the price and the pricing method that will be used: contract, target price or management.
 - a. In the "contract" pricing method, the parties agree on a fixed amount (contract sum) for which the work will be carried out.
 - b. With the "guide price" pricing method, the contractor makes as accurate an estimate as possible of the costs of the work.
 - c. With the "cost-plus" pricing method, the contractor provides a precise specification of the price factors, hourly rate and unit prices of the required materials and resources.
- 3.7. If an order is not placed after a quote, the costs of preparing and drawing up the quote may be charged. The client must agree to this in writing in advance.

Artikel 4. Formation of the Agreement

- 4.1. The agreement is concluded by the notification of acceptance of the quotation by the client to the contractor.
- 4.2. Changes to the agreement or deviations from these general terms and conditions can only be agreed in writing.

Artikel 5. Price change

The contractor reserves the right to increase agreed prices. This can only be done with reasons, in advance for instalments not yet due. The increase must be the result of a change in circumstances occurring after the conclusion of the agreement. This must be of such a nature that the contractor cannot reasonably be expected to be bound by the agreed prices.

Artikel 6. Cancel

- 6.1. A registration for a meeting can be cancelled free of charge up to 14 working days before the start of the meeting. If a meeting is cancelled between 14 and 7 working days before the start of the meeting, 40% of the invoice amount will be charged. If cancellations are made after 7 working days before the start of the meeting, 80% of the meeting costs will be charged. If for any reason a student does not show up or cancels within 48 hours before the start of the meeting, the full course fee will be charged.
- 6.2. The Contractor reserves the right to cancel a meeting for reasons beyond its control up to 14 working days before the start of the meeting.
- 6.3. A meeting will only take place if, in the opinion of the contractor or the executing company, there are sufficient registrations.
- 6.4. There is no cooling-off period for online courses. Once purchased, returns are no longer possible. In exceptional cases, they are. Please contact us for this. It is also possible to have the subscription (which is automatically closed with the product) reversed. In this case, an email must be sent with a valid reason to: everythingyouneedholland@gmail.com.

Artikel 7. Changes

The Contractor reserves the right to make changes to the accepted work, the meeting, the location and the dates without giving reasons. The Contractor is not liable for any costs and damages that may be charged to the client as a result.

Artikel 8. Copyright and Intellectual Property

8.1. The copyright and intellectual property rights of materials supplied by the contractor are vested in the contractor. This concerns all supplied documents, such as:

- a. quotes;
- b. project descriptions;
- c. readers;
- d. presentations;
- e. handouts;
- f. reports;
- g. advice;
- h. to design;
- i. sketches and drawings;
- j. software;
- k. Images and PDF files

8.2. All these materials are exclusively intended to be used by the client. It is not permitted to reproduce the material in any way. It is not permitted to re-exploit the material. It is also not permitted to use the material for purposes other than those for which it was made available.

8.3. These provisions may be deviated from in the quotation, but only explicitly.

Artikel 9. Billing

9.1. Invoicing will take place after confirmation of registration. Payment must be in the possession of the contractor before the start of the meeting. If this is not the case, the student will not be admitted to the meeting. If the contractor, for whatever reason, has not sent the invoice on time, the course fees must be paid within eight (8) days after the invoice date. Payment must be made by transfer to the bank account stated on the invoice, stating the invoice number and invoice date.

9.2. The client must pay the amount stated on the invoice to the contractor, without any deduction, discount or debt settlement. Payment must be made within the period stated on the invoice.

9.3. In the event of late or incomplete payment, the client will be in default, without the contractor first having to give written notice of default. In addition, the client will owe statutory interest on the outstanding amount, to be calculated from the invoice date.

Artikel 10. Liability and Force Majeure

- 10.1. The contractor may invoke force majeure. As a result, the execution of the work is impossible due to a cause that cannot be attributed to the contractor. This cause is also not within his sphere of risk. As a result, the contractor cannot be expected to deliver the work within the agreed term. The contractor is entitled to an extension of the term, or is entitled to terminate the execution of the work and charge the costs incurred to the client.
- 10.2. If the execution of the work becomes impossible due to a cause that cannot be attributed to the client (force majeure) and that does not lie within his sphere of risk, the client is entitled to terminate the work against reimbursement of the costs incurred by the contractor.
- 10.3. Force majeure is understood to mean all circumstances beyond the control of the parties which reasonably make the fulfilment of the agreement very difficult or impossible. This includes, among other things: delayed delivery of materials ordered on time; transport difficulties; mechanical and other malfunctions that affect the contractor in his company. In addition, in any case, crime, molestation, fire, strike, lockout, riot, occupation, natural disasters, floods, epidemics or war.
- 10.4. The party that relies on the non-compliance with the agreement by the other party is obliged to take all necessary measures to limit the damage suffered. If these measures entail costs, these costs will be reimbursed by the other party.

Artikel 11. Liability

- 11.1. The Contractor accepts no liability for defects in services provided by it, unless these are the result of intent or gross negligence.
- 11.2. The liability of the contractor can never exceed the invoice amount.
- 11.3. Contractor shall ensure adequate liability insurance. Any compensation may never exceed the maximum payout amount of this insurance.
- 11.4. The Contractor shall stipulate all statutory and contractual defences which it may invoke to ward off its own liability towards the Client, also for the benefit of its subordinates and non-subordinates for whose conduct it would be liable under the law.
- 11.5. The Contractor shall never be liable for consequential damage.

Artikel 12. Personal registration

- 12.1. The personal data of the client and any other persons involved whose assignment has been accepted by the contractor will be included in its customer file.
- 12.2. The Contractor shall store as little personal data as possible, and in any case no special data.

12.3. The data will be kept for as short a time as possible.

12.4. The Contractor shall not provide personal data to third parties without the Client's permission, unless required to do so by law.

Artikel 13. Applicable law

13.1. Dutch law applies to this agreement. Any disputes will be submitted to the court that has jurisdiction in the district in which the contractor is established.

13.2. The contractor is free to submit a dispute to another competent court.

13.3. The invalidity of one or more provisions of these General Terms and Conditions by judicial decision shall not affect all other provisions.

Artikel 14. Version(s)

These general terms and conditions are published on the website of the contractor. They will be sent on request and can always be consulted by the client. The client is familiar with the content of the conditions. The contractor is free to publish a new version of the conditions. This applies on the date of publication of concluded agreements.