

# TERMS AND CONDITIONS

## Disclaimer

These terms and conditions are a machine translation of **Algemene voorwaarden Agility at Heart v1.0** and are provided as a service for non-Dutch readers. In all cases the terms and conditions of the original Dutch document apply.

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## 1. Definitions

- 1.1. **Client**  
The natural or legal person who provides the assignment for the work to the contractor.
- 1.2. **Contractor**  
Agility at Heart, established in Eindhoven, registered with the Chamber of Commerce under number 70336717, which uses these terms and conditions for the provision of services.
- 1.3. **Services**  
All products and services supplied by the contractor to the client, including training, training, workshops, coaching and other forms of support, or advice, all in the broadest sense of the word, as well as all other work performed on behalf of the client of any kind also, carried out within the framework of an assignment, including work that has not been carried out at the express request of the client.

## 2. Applicability of these conditions

- 2.1. These general conditions apply to all quotations, offers and agreements where the contractor offers or delivers services. Deviations from these conditions are only valid if expressly agreed in writing.
- 2.2. These general conditions also apply to additional assignments and follow-up assignments of the client.
- 2.3. Any purchase or other general terms and conditions of the client are not applicable, unless they have been explicitly accepted by the contractor in writing.

## 3. Offers and order confirmation

- 3.1. All quotations and / or offers made by the contractor are without obligation and apply for 30 days, unless stated otherwise.
- 3.2. The Contractor is only bound to an offer if the acceptance thereof has been confirmed by the Client within the validity period without reservation or change to the Contractor.
- 3.3. Assignments come about after receiving an order confirmation. A confirmation by e-mail also applies as an order confirmation.
- 3.4. Confirming or actually starting to execute the agreement on the part of the client, including the sending of information and / or documentation concerning the execution of the agreement on which the action is expected from the contractor, is considered acceptance of the present conditions.

## 4. Execution of the agreement

- 4.1. The Contractor carries out its work to the best of its knowledge and ability and makes every effort to achieve the best result for the Client.
- 4.2. The Client must provide the Contractor in a timely and free of charge with all information and data required for the performance of the Agreement. The Client guarantees and guarantees the correctness of the information and data referred to above. The Client is furthermore responsible for, and accepts the risk of, possible problems and / or claims arising from the content, accuracy, completeness and consistency of all such data and information provided by the Client. In addition, the client is obliged to immediately inform the contractor about facts and circumstances that may be of importance for the execution of the agreement.
- 4.3. If information or data necessary for the performance of the agreement is not made available, not timely or not in accordance with the agreements, or if the client and / or its suppliers do not meet or comply with its obligations in any other way, including understood, but not exclusively the inadequate cooperation and / or commitment, the contractor has the right to suspend the fulfillment of its obligations without being liable for any compensation. The Contractor is also entitled to charge the Client for the additional costs incurred in this connection.
- 4.4. If and insofar as required for the proper execution of the agreement, the contractor has the right to have certain work carried out by third parties. This will always be done in consultation with the client.
- 4.5. Work that was not part of the contract will only be executed after the client's permission.

## 5. Cancellation and interim termination

- 5.1. Cancellation and interim termination must take place in writing. The e-mail date or the date of the postmark applies as the cancellation date.
- 5.2. Irrespective of the period within which the client cancels, the already completed preparatory activities will be charged.
- 5.3. If facts or circumstances arise that are beyond its control and are of such a nature that the completion of the work cannot reasonably be required, the contractor has the right to terminate the work prematurely without being liable for compensation of damage or costs.

## 6. Term and termination

- 6.1. The agreement shall enter into force at the moment that the parties have entered into an agreement pursuant to Article 3, unless otherwise agreed in the agreement. The agreement ends the agreement as soon as the obligations of both parties have been performed mutually in the context of the execution of the agreement.

- 6.2. Contractor is without prejudice to what is stipulated in the agreement, entitled to terminate the agreement in full or in part with immediate effect by means of a written statement and without prior notice of default or notification:
- a. if the client fails attributable in respect of one or more of his obligations and / or fulfillment is impossible;
  - b. if it is plausible to the contractor that the client is unable or unwilling to comply with its obligations;
  - c. if the client has applied for a moratorium, is in the situation of suspension of payments, has filed for bankruptcy, is in a state of bankruptcy, proceeds to liquidation of its business or ceases its activities or is in any way insolvent;
  - d. if the contractor, through the cooperation with the client, incurs reputational damage or a further collaboration with the client will lead to foreseeable damage to the image of the contractor.
- 6.3. In the event of termination as referred to above, the contractor shall never be held to any form of compensation. The Client is obliged to indemnify and hold harmless the Contractor in respect of claims from third parties that may arise as a result of or in connection with the dissolution as referred to in the previous paragraph.
- 6.4. In case of dissolution as referred to in paragraph 2, the client is obliged to immediately reimburse all costs already incurred by the contractor, without prejudice to the right of the contractor to claim full compensation.
- 6.5. If the parties have already performed and received services for the execution of an agreement at the time of dissolution, these performances and related payment obligations will not be subject to undoing.
- 6.6. Obligations which by their nature are intended to continue even after termination of the assignment remain. The termination of the agreement explicitly does not discharge the parties from the provisions relating to: confidentiality, intellectual property rights, applicable law and competent court.

## 7. Prices and rates, invoicing and payment

- 7.1. Every year the contractor is entitled to increase the prices and rates for its services.
- 7.2. The Contractor may require an advance payment when executing the agreement. This is then clearly agreed in the agreement. Only after payment of this advance can the client demand fulfillment of the agreement. Any issued (indicated) terms will only start from the moment that this advance is paid.
- 7.3. All invoices must be paid by the client within thirty days of the invoice date. In the absence of payment within the term of payment, the client - after having been summoned by the contractor with which the client has been granted a reasonable period to still pay - is in default, and this has the consequence that also all invoices which have not yet expired become immediately due and payable. In addition, without any notice of default being required, the Client will owe the statutory interest per month on the invoice amount to the Contractor. All this subject to the right of the contractor to claim any additional compensation (s) from the client. This includes the extrajudicial costs incurred.

- 7.4. Any complaints based on alleged incorrect invoices or (alleged) defects in the fulfillment of the agreement must be received by the contractor in writing within ten days of the invoice date or execution, failing which the right to claim on the relevant invoice will lapse.

## 8. Confidentiality

- 8.1. Information is confidential if it is considered as such by one party or the other party knows or may suspect that information is confidential.
- 8.2. Training, coaching and intake interviews are treated as personal and confidential. The executive professional will not provide any information to third parties about the content of these interviews, unless the coachee or trainee has given explicit and written permission to do so.
- 8.3. In addition, the Contractor will not make any reports and reports (including those written by the Contractor) concerning (the organization of) the Client available to third parties, unless express permission has been given.
- 8.4. The provisions of this article do not apply if a party has confidential information pursuant to a court order or a government order

## 9. Intellectual property rights

- 9.1. Any intellectual property rights on what the contractor produces in the context of the execution of the agreement, such as reports, handouts and manuals, remain with the contractor, unless explicitly agreed otherwise. The Client obtains a right of use that allows the Client to use the works for the purpose intended at the conclusion of the agreement.
- 9.2. The Contractor reserves the right to use the knowledge gained during the execution of the work for other purposes, in so far no confidential information is brought to the knowledge of third parties.

## 10. Liability

- 10.1. The Contractor is liable for damage as a result of an attributable shortcoming in the fulfillment, or on any other grounds, subject to intent and deliberate recklessness on the part of the Contractor, up to the amount charged by the Contractor for the assignment excluding VAT and actually paid by the Client. This provision is also in favor of third parties that the contractor engages for the execution of the agreement.
- 10.2. The Contractor is not liable for damage of any kind whatsoever, because the Contractor has assumed incorrect and / or incomplete information provided by the Client, unless this inaccuracy or incompleteness should have been known to it.
- 10.3. The use that the client makes of advice issued by the contractor is always at the expense and risk of the client.

## 11. Applicable law, competent court and other provisions

- 11.1. All agreements, agreements and agreements resulting from these agreements to which these conditions apply and all resulting legal relationships are exclusively governed by Dutch law.
- 11.2. The parties prefer to settle their disputes by means of mediation.
- 11.3. If parties cannot reach an agreement by means of mediation with regard to a dispute arising from or in connection with the agreement, the dispute will be submitted to the competent court within the district where the contractor is established. This does not apply if and insofar as the District Court District Court (the subdistrict court) would be competent under the law, because then the law applies, so that the District Court District Court is competent to take cognizance of the dispute.
- 11.4. In case of conflict between the provisions in these general terms and conditions and the offer, these general terms and conditions prevail over the quotation.
- 11.5. Failure by a party to demand fulfillment of any provision within a term specified in the agreement shall not affect the right to demand fulfillment, unless this party has explicitly agreed in writing to the non-fulfillment.
- 11.6. If one of the provisions of the agreement is void or is annulled, the other provisions of the agreement will remain in force and the parties will consult to agree on a replacement provision.

## 12. Change of general conditions

- 12.1. Agility at Heart reserves the right to change its terms and conditions. The latest version of the general terms and conditions applies to new clients. Changes to the general conditions become effective one month after their announcement to current clients.