



General Terms and Conditions

1. Definitions

In these general terms and conditions it is understood that:

1. Contractor is: Nienke van Bezooijen, holder of Presentation-Master located at (7206 EV) Stokebrand 684, Zutphen. Chamber of Commerce number 08181985, user of these terms and conditions (hereinafter referred to as "PM").
2. Client is: the natural person or legal entity or a cooperation of a natural person and a legal entity or an intermediary acting on behalf of these two, who has assigned PM to provide Services as is described in these terms and conditions.
3. Assignment is: The Assignment given by Client to Contractor for the provision of Services.
4. Participant is: person registered by Contractor.
5. In these general terms and conditions, Services means: all to Client provided Services or products, which include presentation training, coaching, educational or individual coaching, mentoring, Webinars(online) media training en all other forms of education, training and coaching, or consultancy. This will also include all other activities (also the activities that were performed and were not on explicit request of the Client) that PM provides for the Client as part of an Assignment.

2. Applicability

1. These terms and condition are applicable on all offers and agreements where PM provides or offers services. Deviations on offers or agreements are only valid when they are explicitly agreed upon in writing and as stated in 12.1 of these terms and conditions.
2. Any natural person or a legal entity that is involved (direct or indirect) in the implementation of any assignment based or not on a contract, are entitled to avail themselves based on these general terms and conditions.
3. These general terms and conditions are also applicable on any possible additional, changed and/or follow-up Assignment to Contractor.
4. Possible purchase or other conditions of Client or that are referred to by Client, are not applicable, only if they are explicitly and without any reservations accepted in writing by PM. The general terms and conditions of PM prevail.
5. If any of the provisions (partly or as a whole) as stated in the general terms and conditions at any moment has to be annulled, everything else that is stated in the general terms and conditions will remain completely applicable.



3 .Offers and formation of the agreement

1. All offers made by PM are non-binding and valid for a period of 14 days, except when otherwise stated. PM is only bound to an offer when the acceptance by Client is confirmed to PM without changes or reservations within this period.
2. The prices stated in offers are exclusive 21% VAT except explicitly otherwise stated.
3. An agreement between PM and Client is concluded when PM has accepted an Assignment by written confirmation, signed offer or confirmation by mail.

4. Performance of services

1. All to PM given Assignments will be best efforts obligations and shall not constitute an obligation to perform a guarantee commitment. PM will carry out the assignment to the current knowledge and to the standards at the time of the performance.
2. PM shall be entitled to consider all assignments exclusively given to her, also when it is the tacit or explicit intention that the assignment is performed by a certain person or multiple persons. The applicability of article 7:404 and 7:407(2) of the Netherlands Civil Code are explicitly excluded.
3. When PM considers it useful, PM is authorised to use third parties to perform certain activities or to use third parties to help performing the given assignment. The costs that are made by the necessary timely engagement of a third party will be charged to client.
4. When third parties that are brought in by PM to help execute the assignment are on a location that is assigned by client or is on the location of client, client will provide any reasonable facilities required by these third parties, without extra charge.
5. Unless otherwise stated in writing, the specified time period given by PM to execute the given assignment, can never be considered a firm date.
6. Client will timely provide all information to PM that is deemed necessary by PM to execute the Assignment, or any information that will be reasonably presumed to understand by Client to be necessary for the execution of the assignment. When the adequate information is not provided or not timely provided to PM or if Client has not met his(information) obligations, then PM may suspend execution of the given Assignment without being held accountable for anything by client. When the consequence of not providing adequate and timely information is that PM has to put in more time in executing the Assignment, PM will charge the extra costs to Client.
7. PM is not responsible for any damage caused, due to incorrect or insufficient information given by Client.



5. Force Majeure

1. PM is not obliged to perform any obligation if it is prevented from doing so by a situation of force majeure.
2. If PM has partly fulfilled the obligations as are stated in the Assignment, at the time a force majeure occurs, then PM is entitled to charge this part separately. Client will settle this claim as if the same were a separate agreement.

6. Fee, costs and payment

1. Except if explicitly stated in writing or in any other clause, the remuneration for Services rendered by PM shall take place on the basis of a fixed price. There will be an additional charge when more activities than stated have to be performed and or when there are changes made in the Assignment by Client, for whatever reason during the execution of the Assignment, these costs will be charged to Client and will be executed by PM against an additional cost compensation. PM will timely inform Client about any financial consequences of extra activities.
2. When PM and Client have agreed upon a fixed price, PM is entitled to increase this fee without Client being able to terminate the agreement for this reason, if the increase of the fee is the result of an authority or obligation with reference to the law or regulations, or result from a price increase from raw materials, wages etc., or on other grounds that were not reasonably visible when the agreement was entered.
3. The fees of PM, if required multiplied with declarations of activated third parties, will be charged through (interim) declarations including additional VAT to Client.
4. Invoices of PM must be paid within 14 days before the start of the Assignment (first course, training, coaching or supervision day) in the manner designated by PM and in the invoice currency, unless otherwise stated in writing by PM.
5. A legal interest shall be charged on any amount that has not been paid on the due-date. When Client has not complied with the paid amounts due on the due-date, Client shall be automatically in default without requiring reminder, warning or notice of default.
6. If Client fails or in any other way is not able to carry out one or more of his obligations, then all costs that will be made to ensure payment with or without legal costs, will be charged to Client, in addition to the principal sum and interest due. The extrajudicial costs shall be calculated on the basis of what is common following the Dutch Collection Practice. The compensation for costs made with or without legal help will amount to at least 15% of the principal sum for non-private Clients.
7. Payments made by Client shall always be applied first to pay all costs owed and interests due, and secondly to pay the oldest invoice which is due and payable even if the Client states that the payment relates to a later invoice.



7. Limitations and/ or exclusion of liability

1. PM is not responsible for all direct and indirect damage sustained by Client as a result of actions or decisions taken in response to or during a training/coaching session or a consulting assignment. If the performance of Services by PM or third parties activated by PM or in any other way, leads to liability by PM, Liability will be excluded in any event and at any time unless and insofar as the professional liability insurance taken out by the Contractor gives claim to, including the excess borne by Contractor in relation to this insurance. Under actions taken as is stated in the previous sentence is also included an omission. If for any reason no payment is made by virtue of the insurance of PM, any liability by PM as well as the liability of third parties activated by PM for the execution of this Assignment will be limited to maximum sum of the fees that are charged to Client for the Assignment that has resulted in the caused damage.
2. The execution of de Assignment provided, shall be exclusively for the benefit of the Client. Third parties shall have no rights relating to the contents of these performed services. PM is never liable for suffered damage by Client or third parties concerning incorrect, insufficient or timely information provided by Client.
3. PM shall not be liable for indirect damage, including without limitation consequential damage, loss of profits, or damage through business interruptions.
4. The restrictions to the liability mentioned in this clause, do not apply if the damage can be attributed to intent or gross negligence on the part of the Contractor or any managerial employees.
5. Client will indemnify PM in connection with unforeseen claims by third parties.

8. Intellectual property

1. Insofar as the authors, -trademark-model, -company name or any rights concerning intellectual property are based on products and/or services that were provided by PM in accordance with the agreement, PM remains owner/holder of those rights/products. Client may only use information and data supplied by Contractor for their designated purpose. Client cannot duplicate these products or alter or remove authors-trademark-model-company name or other indications, without written consent given by the Contractor.
2. PM reserves the right to use the knowledge that was acquired during the execution of the activities for other purposes, as far as this does not involve sharing confidential information with third parties.
3. All publicity and promotional material that PM provided to Client (with or without charge) remains property of PM. Client has to return these to PM at the first request made by PM. The return has to be sent to the address provided by PM and has to be postage paid and sent at the risk of Client in an unchanged and undamaged condition.



9. Cancellation/termination of the agreement

1. Client and participant have the right to cancel participation to the Assignment by registered mail. The costs in case of cancellation are:

- cancellation at least 8 weeks prior to the commencement of the Assignment (first course/training/coaching/consultancy) € 150.00 administration costs will be charged.
- cancellation from 8 weeks until one week before commencement of the Assignment (first course/training/coaching/consultancy) 50% of the total sum will be charged.
- cancellation within one week prior to commencement of the Assignment (first course/training/coaching/consultancy), the total sum will be charged.

2. In the situation of an interim cancellation after the start of a course/training/coaching or consultancy of the participation by Client or a by a client appointed participant or if they do no longer wish to take part in it, Client holds no right to any refund.

3. Besides the above described cancellation costs, Client is also responsible for the costs made by activating third parties by PM and any expenses made for the reservation of a (training)location.

4. Both PM and Client have the right to terminate the agreement with immediate effect in the event of death, bankruptcy, suspension of payments by the other party involved in the Assignment.

10. Confidentiality/confidential information/personal data

1. Parties have the obligation to ensure that all confidential information that they have received from each other or from any other source in the context of their agreement, remains confidential. Information is confidential when this is announced beforehand by the other party or if this results from the nature of the information. If the agreement is terminated for any reason whatsoever, the confidentiality obligations remain intact. PM treats confidential information that is shared during training, with the utmost care and discretion.

2. Both parties shall take every reasonable measure in order to ensure the confidentiality of information that has been shared in relation to the execution of the agreement. This confidentiality does not apply to any legal or professional rules that impose on PM the obligation to disclose confidential information.

3. The personal data that have been transferred to PM from Client will not be used or given to third parties for any other reason than the proper execution of the given Assignment or for mailings to Client except to the extent that PM is obliged, on grounds of public policy or constitutional provisions to disclose these personal data to a designated authority.

4. If Client objects to the inclusion of their personal data in PM mailing lists etc., PM will remove the personal data concerned, at the earliest written request from Client, from its files.



11. Complaints

1. Any objections concerning work performed by PM or concerning the amount of the sums invoiced and/or debited by PM must be reported in writing at the earliest opportunity, but no later than within 60 days after Client has received the documents, declaration or information on which this complaint is based, otherwise, all rights and complaints shall lapse. Any disagreement between Client and PM will under any circumstances suspend the payment obligation.

12. Special provisions

1. PM reserves the right to alter these terms and conditions unilaterally. The altered terms and conditions shall apply when Client is informed about these alterations.
2. These terms and conditions are also provided in Dutch. The Dutch text shall prevail in the event of a dispute regarding content or meaning.
3. In the event that these general terms and conditions and the confirmation of the Assignment contain, conflicting conditions, the conditions set out in the confirmation of the Assignment apply.

13. Applicable law and disputes

1. On the legal relationship between PM and Client, Dutch law is exclusively applicable, also when an obligation is entirely or partially implemented abroad or if the party involved in the legal relation has place of residence there. The applicability of the Vienna Sales Convention is excluded.
2. All disputes that might arise between PM and Client will be exclusively settled by the Competent Court in the judicial district of Gelderland in where PM is located.

These general terms and conditions are deposited at the Chamber of Commerce Arnhem, the Netherlands
<https://www.kvk.nl/producten-bestellen/bedrijfsproducten-bestellen/algemene-voorwaarden/>