

# General Terms and Conditions

From: Luz azul training, consulting & coaching based and with offices in Ermelo, The Netherlands at De la Reystraat 180, 3851 BM and registered as an independent professional with the Chamber of Commerce under number 27329438.

## 1 General

- 1.1 These Terms of Sale and Delivery are defined as follows:  
**Contractor:** the entrepreneur named Luz azul training, consulting & coaching who uses these terms and conditions.  
**Client:** the contractual other party of Luz azul training, advice & coaching; any natural or legal person who commissions services provided by Luz azul training, advice & coaching.  
**Training:** synonym for workshop or (online) course  
**Trainee:** participant in a training course
- 1.2 These terms and conditions apply to all offers and supplies of services by the Contractor, to all agreements entered into by Luz azul training, consulting & coaching and to all agreements that may result from them.
- 1.3 Luz azul training, consulting & coaching expressly rejects the applicability of any general terms and conditions of the Client.
- 1.4 The parties may only depart from these general terms and conditions by written agreement.

## 2 Offer and conclusion of agreement

- 2.1 An agreement is concluded after the quotation drawn up by Luz azul training, consulting & coaching has been signed by both Luz azul training, consulting & coaching and the Client, or after Luz azul training, advice & coaching, with the consent of the Client, has started to carry out the work described in the quotation.
- 2.2 Quotations made by Luz azul training, consulting & coaching are valid for 30 days unless expressly agreed otherwise. Luz azul training, consulting & coaching is only bound by the quotations if their acceptance is confirmed by the other party in writing within 30 days, unless otherwise indicated.
- 2.3 Additions and amendments to an order can only be made in writing.
- 2.4 Offers and quotations do not automatically apply to future assignments.

## 3 Provision of information

- 3.1 The Client shall ensure that all information which Luz azul training, consulting & coaching indicates is necessary or which the Client should reasonably understand is necessary for the execution of the agreement is provided to Luz azul training, consulting & coaching in a timely manner.
- 3.2 If the information required for the execution of the agreement has not been provided to Luz azul training, consulting & coaching in a timely manner, Luz azul training, consulting & coaching shall be entitled to suspend the execution of the agreement and/or to charge the Client for the additional costs resulting from the delay at the usual rates.  
If after one month the missing information has still not been provided, Luz azul training, consulting & coaching shall be entitled to dissolve the agreement and to be compensated for the damage suffered, including loss of earnings.
- 3.3 Where processing additional information, missing or incorrect information takes more time than originally quoted, Luz azul training, consulting & coaching is entitled to charge for additional work.
- 3.4 If, in addition to or at variance with the information provided by the Client, circumstances arise or transpire which form an obstacle to the performance or duration of the assignment, Luz azul training, consulting & coaching may limit, postpone or terminate the assignment.

## 4 Price

- 4.1 Unless expressly agreed otherwise in writing, the rates charged by Luz azul training, consulting & coaching are exclusive of VAT.
- 4.2 The price includes agency costs. These include telephone, fax, internet, postage, photocopying



- and printing costs. Travel expenses are not included in the price.
- 4.3 In addition, due: costs of third parties that are necessarily and according to the agreement incurred by the Contractor in the context of the assignment.
  - 4.4 In principle, Client will pay third party costs directly to third parties. If payment to the third party is made via the Contracted Party, the Contracted Party will be entitled to demand an advance on these costs. Goods and services of third parties will be charged to the Client.
  - 4.5 Rates are adjusted annually for inflation and market conformity.
  - 4.6 Travel expenses and travel time incurred by trainees shall be borne by the Client.
  - 4.7 The fee that Luz azul training, consulting & coaching will receive will be agreed in advance and is not dependent on the outcome of the facilitation.

## **5 Commissioned training: modification, cancellation, replacement**

- 5.1 Subject to the provisions of Articles 5.2 and 5.3, the Client has the right to cancel the training course. This cancellation must be made in writing.
- 5.2 Interim cancellation of a multi-day training course is not possible. However, Client is allowed to replace course participants before or during the training.
- 5.3 For cancellations up to two weeks before the start of the training, the Customer will be charged 50% of the training price. In the event of cancellation less than two weeks before the start of the training course, the entire training fee shall be payable by the Customer.
- 5.4 If unforeseen circumstances, including the number of registrations or illness of the trainer, give rise to this, Luz azul training, consulting & coaching will be entitled to interrupt the training, place it on a later date or cancel the training.
- 5.5 Luz azul training, consulting & coaching reserves the right to replace the trainer under circumstances. In the event of replacement, Luz azul training, consulting & coaching will remain fully responsible to the client for the quality of the work and compliance with the agreements made.

## **6 Commissioned training: execution**

- 6.1 If execution takes place in an accommodation, the Client is responsible for the timely availability of accommodation and facilities, including the necessary hardware, software and other necessary aids in operational status, unless otherwise agreed in writing.
- 6.2 If the circumstances, as described in the previous paragraph, mean that, in Luz azul trainings, advice & coaching's opinion, the training cannot be provided, Luz azul trainings, advice & coaching reserves the right, after consultation with the Client, to discontinue the training, in which case the resulting costs will be borne by the Client.

## **7 Intellectual property and copyright**

All intellectual property rights to all materials developed or made available under the agreement, such as course materials, analyses, designs, documentation, reports, methodologies, quotations, as well as preparatory materials thereof, shall be vested exclusively in Luz azul training, consulting & coaching or its licensees, unless otherwise agreed. Client shall not reproduce and/or disclose the course materials or other materials. Making recordings of a training course in image and/or sound is expressly prohibited. The materials are intended solely for the personal use of the course participant. Client shall inform the course participant of this provision.

## **8 Terms of payment**

- 8.1 Unless otherwise agreed, the following payment terms apply: payment within 30 days after (partial) invoice date.
- 8.2 Regardless of the agreed payment conditions, the Client is obliged, at the request of the Contractor, to provide such security for payment as the Contractor deems sufficient. If the Client fails to do so within the specified period, it will be in default. Contractor shall then have the right to terminate the Agreement and recover its loss from Client.
- 8.3 The Client's right to offset its claims against Contractor is explicitly excluded, unless Contractor becomes bankrupt. The full claim for payment shall be immediately due and payable if:
  - a. a payment term has been exceeded;
  - b. the Client is bankrupt or has been granted a moratorium;



- c. the Client as a company is dissolved or liquidated;
- d. the Client as a natural person is placed under guardianship or dies.
- 8.4 Client shall owe interest from 30 days after the invoice is received. If the invoice has already been sent before the Contractor has provided the service, then a period of 30 days after receipt of the service applies. If payment has not been made within the agreed period of 30 days, the statutory interest rate will take effect without the need for a reminder/notice of default.
- 8.5 Interest in business transactions:  
The interest payable in business transactions shall be equal to the level of statutory commercial interest determined in accordance with the Civil Code (Article 6:119a and 120 paragraph 2 of the Civil Code).
- 8.6 Interest in transactions with consumers: The interest due in transactions with consumers is equal to the level of statutory interest determined in accordance with the Civil Code (Article 6:119 and 120 paragraph 1 of the Civil Code).
- 8.7 Extrajudicial costs in business transactions: If payment has not been made within the agreed period of 30 days, the Client shall be in default without notice of default and the Client shall owe the Contractor extrajudicial collection costs in the amount of 15% of the principal amount plus interest pursuant to Article 6.5, with a minimum of €50. If the actual out-of-court costs incurred exceed the above calculation, the actual costs incurred shall be payable by Principal.
- 8.8 Extrajudicial costs in transactions with consumers: If payment has not been made by a consumer within the agreed period, the consumer / client shall owe the Contractor the extrajudicial collection costs in accordance with the legislation coming into force on July 1, 2012 in connection with the standardization of the compensation for costs to obtain satisfaction out of court. The compensation will only become due by the consumer after he has been unsuccessfully demanded to pay within a period of fourteen days, commencing on the day after the reminder, after the default has occurred (Article 6:81 of the Dutch Civil Code), specifying the consequences of the failure to pay - including the amount of the compensation due in accordance with the Compensation for Extrajudicial Collection Costs Decree.
- 8.9 If the Contractor is successful in legal proceedings, all legal costs incurred in connection with these proceedings will be borne by the Principal.

## **9 Force majeure**

- 9.1 Luz azul training, consulting & coaching is entitled to suspend the agreed work if it is prevented from fulfilling its obligations as a result of circumstances beyond its control or of which it was not or could not have been aware when the agreement was concluded. Examples of such circumstances may include sudden illness, incapacity for work, public transport stagnation, delivery stagnation of third parties on which the Contractor depends.
- 9.2 If, as a result of force majeure, Contractor is temporarily unable to carry out all or part of the assignment, Contractor shall notify Client thereof as soon as possible.
- 9.3 Contractor will provide suitable replacement in a circumstance of illness or disability to the best of its ability. In the event of replacement, Luz azul training, consulting & coaching shall remain fully responsible to the Client for the quality of the work and compliance with the arrangements made. If the Contractor is unable to find suitable replacement, the Contractor will be released from the obligation to comply with the agreed delivery obligation, without the Client being able to assert any right to compensation for costs, damage or interest, or to third-party costs such as room hire, equipment hire, catering, travel expenses of participants.
- 9.4 If performance lasts longer than 2 months or becomes permanently impossible, the contract may be dissolved for that part not yet performed. Contractor retains the right to compensation for work already performed.
- 9.5 Contractor shall never be liable for the direct or indirect consequences of not, not fully or only partially fulfilling the assignment due to force majeure. Neither party shall be entitled to compensation for damages suffered as a result of the dissolution.

## **10 Changes to the order**

- 10.1 If the scope of the assignment given to Luz azul training, consulting & coaching changes for any reason after the conclusion of the relevant agreement, Luz azul training, consulting & coaching will be entitled to charge the Client for any additional work. Luz azul training, consulting &



- coaching will notify the Client of the additional work in writing immediately after it has been discovered.
- 10.2 If during the performance of the agreement it becomes apparent that it is necessary for proper performance to change or supplement the work to be performed, the parties shall amend the agreement accordingly in good time and in mutual consultation.
- 10.3 If the parties agree that the agreement will be amended or supplemented, this may affect the time of completion of the execution. Luz azul training, consulting & coaching will inform the Client of this as soon as possible.

## **11 Dissolution**

- 11.1 If the customer fails to fulfil any of the obligations arising from the agreement concluded with Luz azul training, consulting & coaching or fails to do so properly or on time, as well as in the event of the customer's bankruptcy, suspension of payments or placement in receivership, or if the customer's company is closed down or liquidated, Luz azul training, consulting & coaching will be entitled to dissolve the agreement in whole or in part or to suspend the performance or further performance of the agreement. In such cases Luz azul training, consulting & coaching shall also be entitled to claim immediate payment of all sums due to it.
- 11.2 The foregoing shall not affect Luz azul training, advice & coaching's other rights, including the right to compensation for loss suffered as a result of the dissolution.
- 11.3 In the event of dissolution as referred to in the first paragraph, Luz azul training, consulting & coaching will never be obliged to compensate the Client for any loss.
- 11.4 If the Client prevents proper performance by Luz azul training, consulting & coaching even after notice of default, Luz azul training, consulting & coaching shall be entitled to dissolve the agreement.
- 11.5 Circumstances, which constitute a force majeure situation for Luz azul training, consulting & coaching are formulated in Article 9.
- 11.6 Even in the event of dissolution by mutual consent, Luz azul training, consulting & coaching retains its right to compensation for the damage suffered as a result of such dissolution.

## **12 Confidentiality**

- 12.1 The Contractor is obliged to maintain the confidentiality of all the Client's information and data vis-à-vis third parties. The Contractor shall take all possible precautions in the context of the assignment to protect the Client's interests.
- 12.2 Without Contractor's written permission, Client shall not disclose to third parties Contractor's approach, working methods and the like or make its reports available.

## **13 Complaints**

- 13.1 Claims and complaints must be made in writing and as soon as possible, but no later than 14 days after they have been identified by the Client, and must be addressed to Luz azul training, advice & coaching. The notice of default must contain as detailed a description of the failure as possible, so that Luz azul training, consulting & coaching is able to respond adequately.
- 13.2 If a complaint is justified, Luz azul training, consulting & coaching will still perform the work as agreed, unless this has meanwhile become demonstrably pointless for the Client. The Client must make this known in writing.
- 13.3 If it is no longer possible or useful to still perform the agreed work, Luz azul training, consulting & coaching will only be liable within the limits of Article 14.
- 13.4 Claims and defences based on the assertion that the Contractor has failed in any way shall lapse one year after the conclusion of the assignment to which they relate.

## **14 Liability**

- 14.1 Contractor is only liable for damage suffered by Client, which is the direct and exclusive result of a shortcoming attributable to Contractor, on the understanding that only damage for which Contractor is insured, or reasonably should have been insured, given the prevailing practice in the industry, qualifies for compensation. The following limitations must be observed.
- 14.2 Not eligible for compensation are trading losses, loss of income and the like, whatever the cause.
- 14.3 The Contractor will never be liable for damage caused by intent or gross negligence of third



- parties.
- 14.4 Contractor shall never be liable for advice outside the scope of the assignment.
- 14.5 The damage to be compensated by Contractor will be mitigated if the price to be paid by Client is small in relation to the extent of the damage suffered by Client.
- 14.6 If, for whatever reason, Contractor's insurer does not pay out, Contractor's liability will at all times be limited to a maximum of the contract sum.
- 15 Applicable law and choice of forum**
- Only the civil court having jurisdiction in the place of business of Luz azul training, consulting & coaching is competent to take cognizance of disputes.  
Dutch law shall apply.

