

# Terms and Conditions · GivenInNature

## 1. Definitions

In these general terms and conditions the following definitions apply:

- 1.1 General Terms and Conditions: these terms and conditions.
- 1.2 Contractor: Ineke Lenssen and Marc Vos, the founders of GivenInNature, which is no legal entity.
- 1.3 Client: the person, company or company that provides the assignment for the work.
- 1.4 Coachee: the person who participates in a guidance, advice or coaching process, the latter if he is not the client himself.
- 1.5 Services: all products and services supplied by the contractor to the client, including coaching and other forms of guidance or advice, all in the broadest sense of the word, including all other work carried out on behalf of the client, organization of events, of which whatever nature, carried out in the context of an assignment, including work that was not carried out at the express request of the client.

## 2. Applicability

- 2.1 These general terms and conditions apply to all offers and agreements in which the contractor offers or delivers services and/or work. Deviations from these conditions are only valid if expressly agreed in writing.
- 2.2 Not only the contractor, but also all persons or companies involved in the execution of any assignment for the client, can rely on these general terms and conditions.
- 2.3 These general terms and conditions also apply to additional assignments and follow-up assignments from the client.
- 2.4 Any purchasing or other general terms and conditions of the client do not apply unless they have been expressly accepted in writing by the contractor.

## 3. Quotations

- 3.1 The quotations made by the contractor are without obligation; they are valid for 30 days, unless otherwise stated. The contractor is only bound to the quotations if the acceptance thereof is confirmed in writing by the other party within 30 days.
- 3.2 The prices in the quotations mentioned are exclusive of VAT, unless stated otherwise.
- 3.3 Quotations are based on the information available to the contractor.

## 4. Execution of the agreement

- 4.1 Agreements concluded with the contractor lead to an obligation of best efforts on the part of the contractor, not to an obligation of results, whereby the contractor is obliged to fulfill his obligations in such a way as can be expected according to standards of care and craftsmanship according to the standards at the time of fulfillment of the contractor.
- 4.2 If and insofar as proper execution of the agreement requires this, the contractor has the right to have certain work carried out by third parties. This will always be done in consultation with the client.
- 4.3 The client ensures that all information that the contractor indicates is necessary or of which the client should reasonably understand that it is necessary for the execution of the agreement, is provided to the contractor in a timely manner. If the information required for the execution of the agreement has not been provided to the contractor in a timely manner, the contractor has the right to suspend the execution of the agreement and/or to charge the client for the additional costs resulting from the delay in accordance with the usual rates. .
- 4.4 The contractor is not liable for damage of any nature whatsoever because the contractor relied on incorrect and/or incomplete information provided by the client, unless this incorrectness or incompleteness should have been known to him.

## 5. Contract duration and termination

- 5.1 If the agreement concluded between the parties relates to the delivery of the same performance more than once, it is deemed to have been entered into for an indefinite period unless expressly agreed otherwise in writing.
- 5.2 Both parties can terminate the agreement in writing at any time. If the duration of the assignment is one year or longer, the parties must observe a notice period of at least 3 months.

## 6. Changes to the agreement

- 6.1 If during the execution of the agreement it appears that it is necessary to change or supplement the work to be performed for proper execution, the parties will adjust the agreement accordingly in a timely manner and in consultation.
- 6.2 If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected. The contractor will inform the client of this as soon as possible.
- 6.3 If changes or additions to the agreement have financial and/or qualitative consequences, the contractor will inform the client of this as soon as possible.
- 6.4 If a fixed fee has been agreed, the contractor will indicate to what extent the amendment or addition to the agreement will result in this fee being exceeded.

## 7. Confidentiality

- 7.1 The parties are obliged to maintain confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.
- 7.2 The assignment will not be referred to externally by the contractor without the client's permission.

## 8. Intellectual property

- 8.1 To the extent that copyright, trademark, model, trade name or other intellectual property rights are based on the services provided by the contractor in the performance of the agreement, the contractor is and remains the holder or owner of these rights. The client may only use the material carriers of these rights for the purpose for which they were provided to the client, may not reproduce them and may not change or remove copyright, brand, model, trade name and other indications.
- 8.2 The Contractor reserves the right to use the knowledge acquired during the performance of the work for other purposes, insofar as no confidential information is brought to the attention of third parties.

## 9. Payment

- 9.1 Unless otherwise agreed in writing, payment must be made within 14 days after the invoice date, in a manner to be specified by the contractor in the currency in which the invoice was issued. Payment will be made without deduction, compensation or suspension on any grounds whatsoever.
- 9.2 If the client has not paid the amounts due no later than the due date, he will automatically be in default, without further notice of default being required. In the event of payment default by the client, the contractor is entitled to immediately cease or suspend all work to be carried out for the benefit of the client, without being liable to pay damages to the client in any way.
- 9.3 In the event of payment default, the client is furthermore liable to pay default interest on the outstanding claims equal to the statutory interest.
- 9.4 In the event of liquidation, bankruptcy or suspension of payment of the client, the contractor's claims and the client's obligations towards the contractor will be immediately due and payable.
- 9.5 Payments made by the client always serve firstly to settle all interest and costs due, and secondly to settle invoices due and payable that have been outstanding the longest, even if the client states that the payment relates to a later invoice.
- 9.6 If more than the usual effort is required from the contractor to implement the agreement, the contractor may demand payment (or equivalent security) before commencing the work.

## 10. Collection costs

- 10.1 If the contractor decides, for reasons of its own, to collect a claim for non-payment of one or more unpaid invoices through legal means, the client is, in addition to the principal sum and interest owed, also obliged to reimburse all reasonably incurred judicial and extrajudicial costs. This will always include the costs of collection agencies, as well as the costs and fees of bailiffs and lawyers, even if these exceed the legal costs to be awarded in court. The reimbursement of judicial and extrajudicial costs incurred amounts to at least 15% of the principal amount due.

## 11. Liability

- 11.1 The contractor accepts no liability whatsoever for damage caused by or in connection with services, work or organization of events performed by it, unless the client proves that the damage was caused by intent or gross negligence on the part of the contractor.
- 11.2 The liability of the contractor is limited to the invoice value of the assignment, or at least that part of the assignment to which the liability relates.
- 11.3 Notwithstanding what is stated in paragraph 2 of this article, for an assignment with a term longer than six months, liability is further limited to the invoice amount due for the last six months.

- 11.4 If damage is caused to persons or property by or in connection with the performance of services by the contractor or otherwise, for which the contractor is liable, that liability will be limited to the amount of the payment under the general liability insurance taken out by the contractor, with including the deductible that the contractor bears in connection with that insurance.
- 11.5 Any liability of the contractor for business damage or other indirect or consequential damage, of whatever nature, is expressly excluded.

## 12. Cancellation or termination of the agreement

- 12.1 The contractor has the right to cancel a course, training, coaching program or event or to refuse participation of a client or to refuse the coachee designated by the client, in which cases the client is entitled to a refund of the full amount paid by the client to the contractor. Any additional costs made by the client are excluded of this refund.
- 12.2 The client for a course, training, guidance or coaching process has the right to cancel participation in or the assignment for a course, training, guidance or coaching process by registered letter or e-mail.
- 12.3 Cancellation of the assignment by the client can be done free of charge up to 4 weeks before the start of the course, training, guidance or coaching process. In the absence of cancellation, the client is obliged to pay the total amount of the course, training, guidance or coaching process.
- 12.4 In the event of cancellation within less than 4 weeks before the start of the course, training, guidance or coaching process, the contractor is entitled to charge the full amount.
- 12.5 In the event that the client or the coachee designated by the client terminates participation prematurely after the start of the course, training, guidance or coaching program or does not otherwise participate, the client is not entitled to any refund, unless the special circumstances of the case, in the opinion of the contractor, justify otherwise.
- 12.6 If one of the parties materially fails to fulfill its obligations and, after having been explicitly pointed out to this by the other party, does not fulfill this obligation within a reasonable period, the other party is entitled to terminate the agreement without the terminating party owes the defaulting party any compensation. The services provided until termination will be paid for in the agreed manner.
- 12.7 In the event of cancellation of an event organized by the contractor, all costs already incurred for the event will be fully charged to the client.

## 13. Personal data and Privacy Statement

- 13.1 By entering into an agreement with the contractor, the contractor is granted permission for automatic processing of the personal data obtained from the agreement. The contractor will only use this personal data for its own activities.
- 13.2 GivenInNature's Privacy Statement applies to the processing of personal data.

## 14. Disputes

- 14.1 Dutch law applies to every agreement between the contractor and the client.
- 14.2 Disputes arising from agreements to which these general terms and conditions apply and which do not fall within the jurisdiction of the subdistrict court, will be submitted to the competent court of the district in which the contractor is established.