

1. APPLICABILITY

These general terms and conditions apply to all individual partners who use the name The Human Effect. Those partners are:

- Inez Bosch;
- Ingrid de Groot;
- Ingeborg Herdingh;
- Arjan ter Linden;
- Lukas Straathof.

All agreements concluded with one of these partners [hereinafter referred to as: partner] will be subject to the following terms and conditions, unless agreed otherwise in writing.

2. SCOPE OF THE OBLIGATIONS

1. Agreements concluded with a partner lead to a best effort obligation, not a result obligation. Every partner will comply with her/his obligations in such a way as can be expected in accordance with the standards of care and professionalism prevailing at the time of compliance.
2. Insofar as a partner is dependent on information and/or cooperation from the client for correct compliance with her/his obligations, she/he is relieved of that obligation if this is not provided in time.
3. If a partner makes use of the services of third parties for the execution of an agreement concluded with her/him, she/he is obliged to select these third parties with the same care as if the client were to select those third parties itself.
4. If a partner or another supervisor is unable to supervise a training course as a result of force majeure, a decision will be made in consultation with the client as to whether replacement is possible or that the event will be moved. All the costs associated with this will be borne by the partner with whom the agreement has been concluded.

3. CANCELLATION BY CLIENT

- In the event of cancellation within 2 months before commencement, 10% of the price is payable;
- In the event of cancellation within 6 weeks before commencement, 50% of the price is payable;
- In the event of cancellation within 3 weeks before commencement, 50% of the price is payable;
- The following applies only to individual coaching: in the event of cancellation up to 5 working days before the appointment, no fee is payable; in the event of cancellation within 5 working days the full price is payable.

4. PAYMENT

1. Payments must be made within 30 days of the date of invoicing. In the event of failure to pay on time, late payment interest can be charged equal to the statutory interest.
2. Overpayments will be refunded by the partner within 30 days of being identified.

5. LIABILITY

1. The partner and any third parties engaged by her/him are not liable for indirect loss attributable to her/him and/or to third parties engaged by her/him. Liability for loss which is a direct result of the partner and any third parties engaged by him/her only exists if there is intent or gross negligence on the part of that partner and any third parties engaged by her/him. If a partner is obliged to compensate any loss, this compensation is limited to the agreed price associated with the agreement.
2. Insofar as sports and comparable activities form part of an agreement concluded with a partner, participants in such activities must determine for themselves whether it is physically responsible for them to participate in such an activity.

6. COPYRIGHT

- 6.1 Models, technology and instruments, including software, which are used to perform the work and are included in the result are and remain the property of partner concerned. They may then only be made public with the partner's permission. The client has the right to reproduce documents for use within their own organisation insofar as this fits within the goal of the assignment. The copyright on brochures, project material and training material issued by the partner is held by that partner, unless another copyright holder is specified on the work itself.
- 6.2 Copyright on everything arising from a partner's activities - including but not limited to proposals, reports, statistics, research data, data files and other documents and generated data - rests solely with that partner unless agreed otherwise in writing. The partner also retains the right to use the knowledge acquired by performing work for other purposes, insofar as no confidential information is revealed to third parties.

7. CONFIDENTIALITY

Every partner will treat information provided to her/him with the greatest possible care. Information will never be made available to third parties, nor discussed verbally. Personal data is stored in a secure environment. All written documents relating to a relationship or agreement will be destroyed two years after that relationship or agreement ends.

Utrecht, 9 May 2015

1. APPLICABILITY

All agreements concluded with The Human Effect Beheer (THEB) are subject to the following terms and conditions unless agreed otherwise in writing.

2. SCOPE OF THE OBLIGATIONS

1. Agreements concluded with The Human Effect Beheer THEB lead to a best effort obligation, not a result obligation. THEB will comply with its obligations in such a way as can be expected in accordance with the standards of care and professionalism prevailing at the time of compliance.
2. Insofar as THEB is dependent on information and/or cooperation from the client for correct compliance with its obligations, it is relieved of that obligation if this is not provided in time.
3. If THEB makes use of the services of third parties for the execution of an agreement concluded with it, it is obliged to select these third parties with the same care as if the client were to select those third parties itself.
4. If one of the supervisors from THEB is unable to supervise a training course as a result of force majeure, a decision will be made in consultation with the client as to whether replacement is possible or that the event will be moved. All the costs associated with this will be borne by THEB.

3. CANCELLATION BY CLIENT

- In the event of cancellation within 2 months before commencement, 10% of the price is payable;
- In the event of cancellation within 6 weeks before commencement, 50% of the price is payable;
- In the event of cancellation within 3 weeks before commencement, 50% of the price is payable;
- The following applies only to individual coaching: in the event of cancellation up to 5 working days before the appointment, no fee is payable; in the event of cancellation within 5 working days the full price is payable.

4. PAYMENT

1. Payments must be made within 30 days of the date of invoicing. In the event of failure to pay on time, late payment interest can be charged equal to the statutory interest.
2. Overpayments will be refunded by THEB within 30 days of being identified.

5. LIABILITY

1. THEB and any third parties engaged by it are not liable for indirect loss attributable to it and/or to third parties engaged by it. Liability for loss which is a direct result of THEB and any third parties engaged by it only exists if there is intent or gross negligence on the part of THEB and any third parties engaged by it. If THEB is obliged to compensate any loss, this compensation is limited to the agreed price associated with the agreement.
2. Insofar as sports and comparable activities form part of an agreement concluded with THEB, participants in such activities must determine for themselves whether it is physically responsible for them to participate in such an activity.

6. AUTEURSRECHT

- 6.1 Models, technology and instruments, including software, which are used to perform the work and are included in the result are and remain the property of THEB. They may then only be made public with THEB's permission. The client has the right to reproduce documents for use within their own organisation insofar as this fits within the goal of the assignment. The copyright on brochures, project material and training material issued by THEB is held by THEB, unless another copyright holder is specified on the work itself.
- 6.2 Copyright on everything arising from THEB's activities - including but not limited to proposals, reports, statistics, research data, data files and other documents and generated data - rests solely with THEB unless agreed otherwise in writing. THEB also retains the right to use the knowledge acquired by performing work for other purposes, insofar as no confidential information is revealed to third parties.

7. CONFIDENTIALITY

THEB will treat information provided to it with the greatest possible care. Information will never be made available to third parties, nor discussed verbally. Personal data is stored in a secure environment. All written documents relating to a relationship or agreement will be destroyed two years after that relationship or agreement ends.

Utrecht, 9 May 2015