



# General Terms & Conditions

## 1. General

1.1. In these General Terms & Conditions the following terms have the following meanings, unless explicitly stated otherwise:

**Contractor:** the private company with limited liability, SBI Training en Advies/FNV Formaat B.V., with the trade name of SBI Formaat B.V., registered at the Dutch Chamber of Commerce under number 62369776 and the private company with limited liability SBI Formaat Opleiding en Advies B.V., with the trade name of SBI Formaat Opleiding en Advies, registered at the Dutch Chamber of Commerce under number 64399893; both established on the Amersfoortseweg 98, 3941 EP Doorn and the users of these General Terms & Conditions.

**Principal:** the counterparty of the Contractor.

**Agreement:** the agreement to provide services related to providing education, consultancy and coaching for individual and groups of participants of the Principal, and all this in the broadest sense of the word, as established by both parties in an agreed document and the documents stated as applicable within that document, such as the quotation. Orders placed electronically are expressly included herein.

**Services:** tasks performed by the Contractor under assignment and/or on behalf of the Principal, including providing consultancy, coaching, education, courses and training.

**Courses/training:** all educational programmes or parts of educational programmes of one or more half days provided by or on behalf of or under licence from the Contractor.

**Participant:** the natural person taking part in the courses, training, workshops or information meetings provided by the Contractor. The Participant can be the Principal or someone from the Principal's organisation.

**Quotation:** an offer from the Contractor aimed at concluding an agreement.

**Website:** the internet site [www.sbiformaat.nl](http://www.sbiformaat.nl).

**Terms & Conditions:** these General Terms & Conditions of the Contractor.

**Force majeure:** all which is understood in that regard in law and jurisprudence.

- 1.2. These General Terms & Conditions apply to all tasks, offers, quotations and Agreements between the Contractor and the Principal, or their legal successors. The General Terms & Conditions have been deposited with the Chamber of Commerce in Utrecht under file number 62369776.
- 1.3. The applicability of the Terms & Conditions: the General Terms & Conditions of the Principal, under any name, is hereby expressly rejected.
- 1.4. Deviations from these Terms & Conditions are only binding if and in so far as both parties have agreed in writing.
- 1.5. If one or more provisions in these Terms & Conditions become either wholly or partially invalid or nullified at any point, the remaining provisions in these Terms & Conditions will remain wholly applicable. The Contractor and the Principal will enter into discussions to replace the invalid or nullified provision with a new provision, which complies with the purpose and intent of the original provision(s) as far as possible.
- 1.6. The Contractor retains the right to change or add to these Terms & Conditions. Changes also apply to Agreements already entered into, with thirty (30) days' notice after the change has been announced on the Contractor's website or has been notified by post or by (electronic) notification. Minor changes may be implemented immediately.
- 1.7. If the Principal does not want to accept a change to these Terms & Conditions subject to the previous paragraph, as it would be detrimental to the Principal, then the Principal must inform the Contractor of this fact before the effective date of the change. The Contractor may withdraw the change in question



after which this will no longer apply to the Principal. If the Contractor does not wish to withdraw the change the Principal will be entitled to terminate the Agreement by this date or on the date of receiving notification of cancellation if this is after the date the change comes into force.

## **2. Rules of conduct**

- 2.1. All assignments related to training and education will be performed in accordance with the Rules of Conduct of the NRTO (Nederlandse Raad voor Training en Opleiding or Dutch Council for Training and Education). These Rules of Conduct can be downloaded from the website of the Contractor or they can be sent to you by our administration. All assignments related to consultation and research will be duly performed by the Contractor as befitting a good consultant. SBI Formaat is ISO certified, and is accredited by CEDEO.
- 2.2. With regard to using the information provided or received for the assignment, the Contractor will exercise due diligence as can be reasonably expected. Information of a confidential nature, or of which the confidentiality should be understood, will only be used within the context of the assignment.
- 2.3. The Contractor will store the documentation of the assignments performed by the Contractor up to five (5) years after the termination of the assignment, partly with a view to possible justification after the fact. The Contractor will ensure the archives are not used for other purposes.

## **3. Acceptance of assignment**

- 3.1. The Contractor will only accept assignments for which the Contractor is qualified. The Contractor's staff who are to be employed for an assignment will work effectively on the assignments using their knowledge, skill, experience and personal attributes.
- 3.2. An Agreement between the Principal and the Contractor is established either by:
  - Sending the applicable registration form (by post, e-mail or through the website);
  - The Principal returning an order confirmation signed by the Contractor and the Principal (in case the Principal should suffice with sending a so called purchase order, this will also be qualified as an agreement) ;
  - Providing a verbal or written order confirmation that is unilaterally confirmed in writing by the Contractor. Written is also understood to be confirmations by e-mail or forms submitted through the website;
  - Returning a quotation issued by the Contractor that has been signed for agreement by the Principal;
  - Making agreements for meetings or requesting verbal or written consultation from the Contractor, which the Contractor will consider as a tacit confirmation of the issued quotation.
- 3.3. Both the Principal and the Contractor may request, in consultation, to use other staff than those initially contracted to perform the assignment. This must not be detrimental to quality and continuity.
- 3.4. The Contractor will refuse or terminate an assignment if the Contractor would be in conflict with the Rules of Conduct (see article 2) by performing the assignment.
- 3.5. The open training, seminars, conferences and such offered by the Contractor will only proceed with sufficient participants. If more people have registered than there are places, places will be assigned to participants in order of registration.
- 3.6. When accepting an assignment that is funded by third parties the Contractor will strictly follow the additional guidelines imposed by these parties.
- 3.7. All offers and quotations from the Contractor are non-binding until an Agreement has been entered into between both Parties in regard to the quotation.
- 3.8. Quotations issued by the Contractor are valid for two (2) months.
- 3.9. Furthermore, all quotations and offers must be based on the information provided by the Principal. If this information appears inaccurate or incomplete, the Principal may derive no rights with respect to the Contractor under a(n) (accepted) quotation or offer.

3.10. The Contractor cannot be bound by his quotations or offers if it could reasonably be expected of the Principal to know that the quotations or offers, or part thereof, contain an obvious mistake or error.

#### **4. Suspension and termination**

4.1. The Agreement will be entered into for a specified period unless it follows from the nature of the scope of the provided assignment that it is for an indefinite period.

4.2. The Agreement cannot be terminated prematurely apart from on the grounds of the provisions for cancellation in article 8.

4.3. The Contractor and the Principal will be authorised at all times to end the Agreement with immediate effect if the Contractor or Principal:

- Becomes bankrupt or an application to that end has been submitted;
- Suspension of payment has been granted;
- Ceases business operations.

4.4. The Contractor will be authorised to suspend fulfilment of his obligations or to dissolve the Agreement if:

- The Principal does not fulfil his obligations under the Agreement, or not fulfil these obligations fully or on time;
- After concluding the Agreement, the Contractor becomes aware of circumstances that give good grounds for the Principal to doubt that the Contractor will fulfil his obligations;
- If on concluding the Agreement, the Principal is asked to provide a guarantee that it can meet his obligations and this guarantee is not provided or is inadequate.
- If, due to a delay on the part of the Principal, the Contractor can no longer be expected to fulfil the Agreement under the originally agreed conditions.

4.5. The Contractor also has the authority to stop issuing documents or other items to the Principal or to third parties until all outstanding claims against the Principal are paid in full.

4.6. If the Agreement is dissolved all claims by the Contractor against the Principal will become immediately due and payable. If the Contractor suspends fulfilment of the obligations, the Contractor will retain his rights under the law and the Agreement.

4.7. The Contractor will under no circumstances be liable for the consequences of premature termination under this article.

4.8. Acquisition, merger, independence or privatisation of the Principal will not give grounds for premature cancellation of the Agreement.

#### **5. Agreement and conditions of performance**

5.1 The Agreement will be concluded on the one hand by the Contractor collecting the information required to formulate the assignment and that in a sufficiently detailed manner. On the other, the Principal will provide to the best of his knowledge all information essential for setting up and performing the assignment. In this way, the Principal and the Contractor will form a picture of the issue, the scope of the intervention and the possible results. Should this lead to a preliminary study, the conditions of this preliminary study will be discussed in advance with the Principal.

5.2. In the Agreement on the conditions of performance, agreements are made about:

- The working methods;
- The experts chosen, by the Contractor and the Principal, to carry out the assignment and possibly the appointment of a project leader;
- Any third parties to be involved or employed in performing the assignment (occurs expressly in mutual consultation);
- An indication of the duration of the assignment and any possible phasing. An agreed period or end date for the activities is not intended as a deadline, unless expressly agreed otherwise.
- The estimated cost;

- The desired or necessary after care;
  - Division of roles with respect to the organisation and logistics for the intervention by the Contractor.
- The aforementioned list is not exhaustive. Issues which are not listed but that are in line with this subject are clearly arranged in consultation between the Principal and Contractor.

5.3. With regard to the Agreements for research assignments the following will apply, notwithstanding 5.2:

- a. Quotations for research by the Contractor are inextricably linked to the written description of the tasks in the project proposal (by Contractor). Changes to that description, including scope, phasing the project, the method, analysis and reporting, added in consultation with the Principal, may result in amendments to the due costs.
- b. If interim changes arise in implementing the research due to facts or circumstances falling in the sphere of risk of the Principal, the Contractor will be entitled to modify the specified description of the research if required for the quality of the service provisions. The Contractor will be entitled to charge any associated (additional) costs to the Principal.
- c. The Contractor can only provide an indication of the duration for performing the project in advance. An agreed period or end date of the activities and reporting is not intended as a deadline, unless expressly agreed otherwise.
- d. An Agreement for research is always entered into for a minimum period and/or a minimum number of (repetitive) measurements. Unless otherwise agreed, such an agreement cannot be terminated prematurely. If multiple (repetitive) measurements have been agreed, while no specific period has been agreed as to when these will take place, a maximum period of 24 months will apply within which at least one (repetitive) measurement should have commenced.
- e. If there are still (repetitive) measurements open, the invoice date for the last (repetitive) measurement will apply as the new period as meant in 5.3 under d.

5.4. The Contractor will keep the Principal updated with the progress of the work. The Contractor will thereby provide the requested explanation of the applied methods and the information supporting the intervention.

## **6. Intellectual Property**

6.1. Modules, models, techniques and/or tools, including software, used to perform the assignment are and will remain the property of the Contractor. Disclosure may only occur after obtaining permission from the Contractor's executive board.

6.2. The copyright to brochures, project materials and training and educational resources published by the Contractor is held by the Contractor, unless a different copyright holder is indicated on the work itself.

6.3. The copyright to reports, recommendations, proposals and other documents resulting from the Contractor's tasks is held exclusively by the Contractor unless otherwise agreed in writing. The Contractor also retains the right to use knowledge gained when performing the tasks for other purposes in as far as no confidential information is conveyed to third parties.

## **7. Fees and payment schedule**

7.1. The Contractor will charge a fee that accords with the provided services and the accepted responsibilities. The fee will be determined based on the number of hours and costs incurred in fulfilling the assignment. Before starting an assignment, the costs to be charged will be reported in writing to the Principal for approval.

7.2. The following applies in relation to rates:

- a. In relation to the rates and the cost estimate based on them, the quotations and assignment specifications will indicate the costs for the education, consultation or coaching tasks and costs for overnight accommodation, unless stated otherwise in writing.

- b. In as far as secretarial costs, organisational, travel and overnight accommodation, materials, presenters, information stands, translation and interpretation services and such are not included in the rates, they will be charged separately.
  - c. The Principal will bear all the costs associated with reserving and using the training accommodation. This is also meant for the costs of travel and stay of the trainer(s)/consultant(s).
  - d. If equipment is required to perform the assignment (such as video equipment) or a specialist is employed (like an actor), the costs will be charged to the Principal.
  - e. The costs for travel and overnight accommodation and any additional costs for performing the Agreement abroad will be invoiced to the Principal.
  - f. If the service is for a foreign client, any payment transfer costs will be borne by the Principal. The amount that should be paid in euros will be recorded in writing.
  - g. All prices are exclusive of sales tax (VAT) and other taxes from or imposed by authorities, unless stated otherwise.
  - h. The Principal will pay any third party costs, incurred by the Contractor in the context of the Agreement, directly to the third party. If the payment to a third party proceeds through the Contractor then the Contractor will be entitled to require an advance on the costs. The Contractor is entitled to charge a surcharge for administration costs.
- 7.3. With Agreements that last for more than 6 (six) months, the Contractor can increase the rates agreed in the Agreement on 1 January of each calendar year by the maximum consumer prices index percentage expected by the CPB in the current year, such without prior written notification.
- 7.4. The Contractor sends the invoice directly after the assignment has been provided or after registration to an open course, a customised or consultancy assignment or during and/or after completing the whole assignment or part thereof.
- 7.5. Assignments on calculation afterwards will be invoiced monthly.
- 7.6. The Contractor is entitled to charge an advance and to not perform the Agreement until payment has occurred.
- 7.7. Payments should be settled within fourteen (14) days after the invoice date. In case of a “last minute assignment” for an activity within fourteen days, payment must be settled before the activity takes place.
- 7.8. Once the payment period has expired, statutory interest will be charged, unless agreed otherwise in writing.
- 7.9. If the Principal breaches or is in default of the (timely) fulfilment of his obligations, then all reasonable costs for collecting payment out of court will be borne by the Principal. The highness of the extrajudicial costs will be fixed by the Act of Compensation of extrajudicial costs (“Besluit Vergoeding Buitengerechtigke Incassokosten, Wet Incassokosten”).
- 7.10. If the payment obligations under this article are not fulfilled, the Contractor will be entitled to suspend or terminate his tasks for the corresponding assignment(s) with immediate effect.
- 7.11. The Contractor excludes any set-off.

## **8. Provisions for cancellation**

- 8.1. Should the Principal wish to proceed to premature termination of the assignment the Contractor must always be informed of this in writing. The written notification must include the reason(s) for premature termination. The date of termination is the date of the post mark or date of the e-mail.
- 8.2. In the case of premature termination/cancellation of an assignment the following rules apply to the various working fields of the Contractor:
- 1. Customised training in general:
    - On cancellation by the Principal, the Contractor will charge:
      - a. All development and preparatory costs incurred until the time of cancellation.
      - b. All costs for performing the assignment;

- 100% of the costs for cancellation 0 to 2 weeks before the start of the training;
  - 75% of the costs for cancellation 2 to 4 weeks before the start of the training; if the training is immediately re-booked: 50% of the costs;
  - 50% of the costs for cancellation 4 to 6 weeks before the start of the training;
  - 0% of the costs for cancellation over 6 weeks before the start of the training;
- c. All costs of any booked accommodation will be charged according to the terms and conditions of the accommodation provider.
2. Open training (including online open training):
- a. On cancellation by the Principal, the following participation-related costs will be charged by the Contractor:
- 100% of the participation costs with cancellation 0 to 2 weeks before the start of the training;
  - 75% of the participation costs with cancellation 2 to 4 weeks before the start of the training; if the training is immediately re-booked: 50% of the costs;
  - 50% of the participation costs with cancellation 4 to 6 weeks before the start of the training;
  - 0% of the costs with cancellation more than 6 weeks before the start of the training;
- b. If a participant is prevented from attending, the Principal may always send a replacement who meets the requirements for participating in the training, such without any additional cost.
- c. All costs of any booked accommodation will be charged according to the terms and conditions of the accommodation provider.
3. Conferences, seminars and such like:
- a. On cancellation by the Principal, irrespective of the time of cancellation, the full costs incurred by the Contractor, including costs connected to obligations the Contractor has entered into with third parties on behalf of the Principal, will be charged.
- b. If a participant is prevented from attending, the Principal can always send a replacement, without any additional cost.
4. Coaching/group intervention/research/organisational development procedures:  
If the Principal cancels the assignment in part or in full, the Contractor will charge:
- a. All development and preparatory costs incurred up to the time of cancellation.
- b. All costs for performing the assignment;
- 100% of the costs for cancellation 0 to 2 weeks before the start of the activity;
  - 75% of the costs for cancellation 2 to 4 weeks before the start of the activity;
  - 50% of the costs for cancellation 4 to 6 weeks before the start of the activity;
  - 0% of the costs for cancellation more than 6 weeks before the start of the activity;
- c. All costs of any booked accommodation will be charged according to the terms and conditions of the accommodation provider.
5. In terms of consultation and support other than stated above, in the case of premature cancellation by the Principal, the Principal will be charged the costs for all tasks already performed. The Contractor will thereby be entitled to compensation for demonstrable loss of occupancy.

## 9. Liability

- 9.1. The Contractor will perform the tasks to the best of his ability and with due diligence as can be expected from the Contractor. If an error is made because the Principal has provided incorrect or incomplete information the Contractor will not be liable for any resulting damages.
- 9.2. Although the greatest care is taken with relation to the content of the services provided by the Contractor, there can be no guarantee that there will be no errors or omissions included in or by conveying the information.
- 9.3. The results of the application and use of the studies performed and consultancy provided by the Contractor depend on various factors, which are beyond the control of the Contractor. Although the



Agreement is performed by the Contractor to the best of his knowledge and ability and in accordance with the requirements of professional standards, the Contractor can not issue any guarantees related to the results of the performed studies and provided consultation.

- 9.4. In the event of attributable shortcomings in fulfilling the Agreement, the Contractor is solely liable for compensatory damages, i.e. compensation of the value of the remaining performance.
- 9.5. The liability of the Contractor is thereby limited to the remuneration received by the Contractor for the Services in the context of the Agreement. With Agreements with a duration exceeding six (6) months, liability is further limited to a maximum compensation for the last six (6) months.
- 9.6. Furthermore, the Contractor's liability is limited to the amount that is paid in the relevant case under the business liability insurance taken out, plus the excess.
- 9.7. The aforementioned limitations on liability do not apply if there is gross negligence or intent by the Contractor or his managers.
- 9.8. To the extent that sporting or comparable activities are included in the Agreement with the Contractor, the participants themselves should assess whether they are physically able or fit enough to responsibly take part in such activities. The Contractor emphatically excludes any liability for damages resulting from participating in such activities, both toward the Principal as the participants.
- 9.9. If liability is established, the Contractor will only be liable for direct losses. Direct loss is exclusively understood to be:
- Reasonable costs incurred by the Principal in order to fulfill the Contractor's performance under the Agreement;
  - Reasonable costs incurred by the Principal to determine the cause and scope of the direct loss;
  - Reasonable costs incurred to prevent or limit losses.
- The Contractor is not liable for other direct, indirect and/or consequential losses (including but not limited to loss of profits, costs for business stagnation, loss of customers, losses including those resulting from any delay, loss of data, goodwill, exceeding a delivery deadline and/or identified failure) or direct financial loss suffered by the Principal.
- 9.10. The Principal indemnifies the Contractor for any claims by third parties argued or exerted in relation to the Contractor to compensate any loss suffered, costs incurred, loss of profits and other expenses, which are in any way related to and/or result from the Contractor performing the Agreement.
- 9.11. Notwithstanding the statutory limitation periods, the limitation period for all claims and pleas in relation to the Contractor and third parties involved by the Contractor in performing the Agreement is one (1) year.

## **10. Force majeure**

- 10.1. The Contractor retains the right to withdraw an assignment if proper performance of assignment is prevented on the grounds of circumstances beyond his control (force majeure). In that event, the Contractor is not liable for damages.
- 10.2. The Contractor is not bound by his obligations under the Agreement if compliance is impossible due to force majeure. The Agreement will then be dissolved.
- 10.3. The Contractor can suspend the obligations under the Agreement for the duration of the force majeure. If this period is longer than two (2) months then each party is entitled to dissolve the Agreement without any compensation to the other party being due.
- 10.4. To the extent that at the time the force majeure occurs the Contractor has partially fulfilled or will be able to fulfill his obligations under the Agreement and a separate value can be attributed to the fulfilled part or the part that will be fulfilled, the Contractor is entitled to separately invoice the fulfilled part or the part that will be fulfilled. The Principal is bound to pay this invoice as if it were a separate Agreement.



## **11. Employing each others' staff**

11.1. During the duration of the Agreement, as well as for one year after the end of the Agreement, unless with prior written consent of the other party, neither of the parties concerned will employ the other party's staff or have staff work for them in any other way, directly or indirectly, who are or have been involved in performing the Agreement.

11.2. There may be conditions attached to the consent as understood in the previous paragraph.

## **12. Assignment evaluation**

12.1. The Contractor will have the performance of assignments evaluated by external bodies, including the NRTO and CEDEO. Internal evaluations will also be performed. Principals are requested to cooperate with this as far as possible.

## **13. Complaints handling rules**

13.1. The provisions of this article are without prejudice to article 14.

13.2. The Contractor considers it important to maintain satisfied Principals. If the Principal identifies shortcomings in the performance of the assignment by the Contractor, the Principal is asked to submit a complaint with justification within 14 (fourteen) days after such are identified and no later than 30 thirty days after delivery of the applicable service, and this in writing to the Contractor's executive board.

13.3. The Contractor's executive board is responsible for contacting the Principal as soon as possible after receiving the complaint to ensure its proper handling.

13.4. If a complaint is grounded, the Contractor will still provide the services as agreed unless the Principal can demonstrate that this is now pointless. This latter should be stated in writing by the Principal.

13.5. If it is no longer possible or useful to perform the agreed tasks or deliver the goods, the Contractor will only be liable within the limits of article 9.

## **14. Settlement of disputes**

14.1. The Contractor is a member of the NRTO and adheres to the professional rules of conduct of this organisation. The NRTO promotes compliance with these rules of conduct by investigating complaints. If breeches are identified, disciplinary measures may follow.

14.2. If the Principal is of the opinion that the Contractor is not complying with the professional rules of conduct of the NRTO when performing assignments related to training, then the Principal can submit a complaint to the NRTO Appeals Committee (Commissie van Beroep) for compliance with the rules of conduct, for which the applicable procedural rules apply. The Principal can address a written complaint to the Appeals Committee, attn. the NRTO Secretariat, Papiermolen 34, 3994 DK Houten, [info@NRTO.nl](mailto:info@NRTO.nl).

14.3. Disputes between the Principal and the Contractor about performing consultancy assignments and other assignments, which do not fall under the authority of the NRTO, will be submitted to the district court of Utrecht.

14.4. The Principal is also entitled to call for mediation in relation to a dispute.

## **15. Applicable law**

15.1. Dutch law exclusively governs all Agreements between the Principal and the Contractor. The applicability of the Vienna Sales Convention is expressly excluded.

15.2. All disputes related to or resulting from the interpretation and/or performance of an assignment under the Agreement, with the exception of disputes falling under the exclusive jurisdiction of the district court, will be properly decided by the Court of Utrecht.

15.3. These Terms & Conditions have been filed with the Chamber of Commerce and will be sent by the Contractor on request at no cost. These Terms & Conditions can also be consulted and saved via the Website.





15.4. The latest filed version or version as valid at the time of concluding the legal relationship with the contractor shall apply.

15.5. The Dutch version of the General Terms & Conditions is always decisive for its interpretation.

#### **16. Recording personal data**

16.1. By concluding an Agreement with the Contractor the Contractor is given permission to automatically process the personal data received under the Agreement.

16.2. The Contractor will only use this personal data for his own activities. The personal data will be managed in the manner prescribed by law.