

## Terms and Conditions - Nexi Consulting

### Clause 1 Definitions

In these Terms and Conditions, the following terms, indicated by a capital letter, will have the following meaning, both singular and plural:

Agreement:	Any agreement between Nexi Consulting and a Client.
Client:	The Party (individual or organization) who wishes to conclude or has concluded an agreement with Nexi Consulting;
Consumer:	A Client who is a natural person, not acting in the exercise of a profession or business and who concludes an Agreement;
In Writing:	By letter or by email;
Nexi Consulting:	Nexi Consulting (Chamber of Commerce (KvK) 74351273), with its registered office at Daniel Stalpertstraat 12hs, 1072XE, Amsterdam.
Offer:	Any offer by Nexi Consulting to enter into an Agreement, at a Client's request or otherwise;
Parties:	Nexi Consulting and Client jointly;
Partner:	Any third party involved by Nexi Consulting for providing services to the Client and/or Participant in relation to the performance of any agreement;
Party:	Nexi Consulting or Client;
Program:	A (personal or team) coaching session, a workshop or event, tailor-made services, exclusively organised for one or more clients by Nexi Consulting;
Terms and Conditions:	These terms and conditions of Nexi Consulting;
Website:	The website(s) operated by Nexi Consulting, including <a href="http://www.nexiconsulting.com">www.nexiconsulting.com</a>

### Clause 2 Applicability and Amendment

- 2.1 These Terms and Conditions form part of all Agreements and apply to all related acts, juridical or otherwise, connected thereto and performed by Nexi Consulting and the Client, including Offers and quotations.
- 2.2 The applicability of (general) terms and conditions of the Client is hereby explicitly rejected, whether or not they are referred to in communication between the Parties.
- 2.3 Deviations from these Terms and Conditions are only binding if and in so far as these have been confirmed in writing by Nexi Consulting.
- 2.4 Nexi Consulting shall only be bound by additional agreements or changes made after the conclusion of the Agreement and by (verbal) agreements and/or commitments made by Nexi Consulting if these have been confirmed in writing by Nexi Consulting.
- 2.5 Nexi Consulting is entitled to amend or supplement the Terms and Conditions at any time by posting the amended Terms and Conditions on the Website. The most up-to-date version of the Terms and Conditions can be found on the Nexi Consulting Website. Nexi Consulting will notify the Client in Writing or in another manner in the event that an amendment or supplementation will significantly affect the Client's rights or obligations.

### **Clause 3 Agreement**

- 3.1 Offers provided by Nexi Consulting are legally non-binding and revocable, unless stated otherwise in the Offer. The Client cannot derive any rights from manifest clerical errors contained in the Offer.
- 3.2 The Agreement between Nexi Consulting and the Client will be entered into on confirmation by Nexi Consulting in Writing or after Nexi Consulting has received approval in writing from the Client.

### **Clause 4 Prices and Payment**

- 4.1 All fees and prices applied by Nexi Consulting are provided in Euros, excluding VAT/BTW and any other government levies or taxes, unless explicitly stated otherwise.
- 4.2 Nexi Consulting will charge the fees due by the Client by means of an invoice. If not otherwise specified on the invoice, the Client shall pay ultimately twenty one (21) days after invoicing.
- 4.3 If required, travel, accommodation, subsistence or venue expenses are not included in the fee, unless explicitly agreed otherwise in writing.
- 4.4 The Client shall pay invoices without any off set-offs or deductions. Objections to the value of the invoices do not suspend the Client's payment obligations.
- 4.5 In case the Client does not pay invoices timely, it will be in default without any (type of) notice of default ("ingebrekestelling") being required. Nexi Consulting shall be entitled to charge the statutory interest rate as of the due date. In the event of any payment failure Nexi Consulting will be entitled to suspend the execution of the assignment immediately.
- 4.6 In case of non-timely payment, the Client shall compensate Nexi Consulting for all judicial and extrajudicial collection costs that have been incurred within reason, which will in any event include the costs of collection agencies as well as actually incurred costs and the fees of bailiffs and lawyers. Extrajudicial collection costs shall be at least 15% of the sum due by Client, with a minimum of €150.

### **Clause 5 Obligations of Client during workshops or programmes**

- 5.1 During participation in a workshop, programme or coaching session, the Client or the designated Participant shall follow safety or other instructions as required to deliver any programme.
- 5.2 If applicable, the Client or the designated Participant will provide the requested information (test results, completed questionnaires, etc.) to Nexi Consulting prior to the commencement date of the particular Program.

### **Clause 6 Cancellation**

- 6.1 Cancellation of a Program must be made In Writing.
- 6.2 The Client is entitled to cancel a personal coaching session, free of charge, ultimately 48 hours before the agreed commencement date of the coaching. This does not apply to team based coaching sessions.
- 6.3 The Client is entitled to cancel tailor made or team coaching services, free of charge, ultimately 7 working days before the agreed commencement date of the tailor-made services, not counting the date of the written notice and the commencement date of the tailor-made services. The Client remains liable for any preparatory costs incurred such as tests, assessments or reports.
- 6.4 If a Program is cancelled within the particular time periods as stated in paragraph 2 and 3, the Client shall remain liable to pay 100% of the agreed price.
- 6.5 When Nexi Consulting has arranged travel, hotel accommodation or workshop venues in the context of a Program and the Client has cancelled or amended the Program, costs involved will be reasonably charged to the Client in case it is impossible for Nexi Consulting to cancel or change the travel, hotel or venue reservation free of charge.
- 6.6 Nexi Consulting is entitled to cancel a Program without stating its reasons or to refuse participation of a Client or the Participant designated by the Client, in which cases the Client is entitled to reimbursement of the full sum it has paid to Nexi Consulting.

## **Clause 7            No Guarantee and Liability**

- 7.1 Although Nexi Consulting will always endeavour to make a Program successful for every Client or designated Participant, Nexi Consulting cannot guarantee that the Client or the designated Participant will achieve particular or specific results or successes after following the Program.
- 7.2 The total liability of Nexi Consulting as a result of any shortcomings in the performance of the Agreement, including any indemnification or guarantee obligation, based on the law, tort or on any other agreement, is limited to the price paid by the Client for the Program.
- 7.3 Notwithstanding the foregoing, Nexi Consulting is not liable for indirect damage including, but not limited to, consequential damages, fines, lost sales, lost profits, lost savings, reduced goodwill, reputation damages and immaterial damages.
- 7.4 Nexi Consulting is not liable for damage that was caused or partially caused by Nexi Consulting's use of incomplete or deficient information provided by or on behalf of Client, or the failure of a Participant to follow safety instructions or other instructions.
- 7.5 Nexi Consulting is not liable for any shortcomings or unlawful acts by third parties.
- 7.6 The exclusions and limitations provided in this clause shall not exclude the liability of Nexi Consulting for gross negligence or wilful misconduct.
- 7.7 Claims for compensation of damage expire twelve months after the moment the Client has become aware of the damage or should have reasonably become aware thereof.
- 7.8 Nexi Consulting does not guarantee that the Website is at all times available and without interruptions or failures. Failures in the Website can occur, but not exclusively, as a result of failures in the internet or telephone connection or due to viruses or faults/defects. Nexi Consulting is in no way liable or liable for compensation towards Client for any damage resulting from the (temporary) inaccessibility or (interim) failure of the Website.
- 7.9 The Website may contain links to websites owned and operated by third parties. By using these links, Client will leave the Website. These links are provided for Client's information and convenience and are not an endorsement by Nexi Consulting of the content of such linked websites or third parties. Nexi Consulting has no control over the contents of any linked website and is not responsible for these websites or their content or availability.
- 7.10 Nexi Consulting is not liable for loss or theft of property belonging to Client or the designated Participant.

## **Clause 8            Intellectual Property and Confidentiality**

- 8.1 All intellectual property rights, including copyrights, trademarks, trade names, designs, knowhow and database rights, with respect to all materials, content and information provided and/or compiled by Nexi Consulting (including but not limited to course material, advice, brochures, presentations, video material, test results), and all intellectual property rights created as a result of the Program, are and will remain vested exclusively in Nexi Consulting. The Client only obtains those rights that are explicitly granted to the Client and/or the Participant under any Agreement.
- 8.2 Without the express written consent of Nexi Consulting, the Client and Participant are not authorised to publish, disclose, disseminate or in any way reproduce (parts of) the materials, content and information provided.
- 8.3 It is not permitted to remove, hide or change notices or statements with regard to intellectual property rights or to make them illegible.
- 8.4 The Client indemnifies Nexi Consulting against any liability for (alleged) infringement of these intellectual property rights of Nexi Consulting and/or third parties.
- 8.5 Parties will not make any confidential information related to the other Party public or use it for any purpose other than that for which it was obtained. Confidential information means any information related to a Party of which the other Party should reasonably have known that it is confidential.

**Clause 9            Personal Data**

- 9.1 When concluding an Agreement or enrolling in a Program, the Client and/or Participant will provide (personal) data to Nexi Consulting. These personal data will be saved and processed in accordance with the Nexi Consulting Privacy Statement and applicable laws and regulations.

**Clause 10           Questions and Complaints**

- 10.1 Questions or complaints concerning any Offer, Agreement, invoice or Program, can be submitted to Nexi Consulting via [info@nexiconsulting.com](mailto:info@nexiconsulting.com)
- 10.2 Nexi Consulting aims to answer the Client within 7 working days and will do its best to resolve any issue as quickly as possible and will keep the Client up to date on the progress of the question / complaint.

**Clause 11           Miscellaneous**

- 11.1 If any provision(s) in these Terms and Conditions is/are void or invalid in whole or in part for any reason, the Client and Nexi Consulting remain bound to the remaining part of the Terms and Conditions. Nexi Consulting will replace the void and/or invalid part by provisions that are valid and of which the legal consequences, in view of the contents and object of these Terms and Conditions, are in line with the invalid part as much as possible.
- 11.2 Nexi Consulting is entitled to engage Partners in the performance of any engagement. These Terms and Conditions also apply to the benefit of the Partners. Nexi Consulting assumes no responsibility or liability for errors or shortcomings of Partners or for damages caused by them. Nexi Consulting is entitled to accept the applicability of the terms and conditions and limitations of liability of Partners on behalf of the Client and may rely on these terms, conditions and limitations towards the Client insofar as they relate to the third- party performance of the Agreement.

**Clause 12           Applicable Law and Competent Court**

- 12.1 The Agreement and any resulting legal relations shall exclusively be governed by Dutch law.
- 12.2 All disputes that arise between the Client and Nexi Consulting will be submitted to the competent court in the district of North-Holland, unless mandatory law stipulates that the dispute must be submitted to another court. With regard to Consumers, disputes must be submitted to the competent court in the district of North-Holland, unless the Consumer chooses the court that is competent according to law within one month after Nexi Consulting has invoked this provision In Writing.