

Terms and Conditions - Nexi Coaching & Consulting BV (herewith referred to as Nexi)

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 and a Client.
Client:	The Party (individual or organization) who wishes to conclude or has concluded an agreement with Nexi;
Consumer:	A natural person who is acting for purposes which are outside his trade, business, craft, or profession.
In Writing:	By letter or by email.
Nexi:	Nexi Coaching & Consulting BV: (Chamber of Commerce (KvK) 81821972), with its registered office at Daniel Stalpertstraat 12hs, 1072XE, Amsterdam.
Offer:	Any offer by Nexi to enter into an Agreement, at a Client's request or otherwise;
Participant:	A natural person designated by the Client to attend or participate in a Program, which includes coaching sessions, workshops, or events organized by Nexi. A Participant may be an employee, representative, or affiliate of the Client or, in the case of individual coaching, the Client themselves.
Parties:	Nexi and Client jointly.
Partner:	Any third party involved by Nexi for providing services to the Client and/or Participant in relation to the performance of any agreement;
Party:	Nexi or Client;
Program:	A (personal or team) coaching session, a workshop or event, tailor-made services (including consulting services), exclusively organised for one or more clients by Nexi;
Terms and Conditions:	These terms and conditions of Nexi;
Website:	The website(s) operated by Nexi, including www.nexiconsulting.com

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 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.
- 2.4 Nexi 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 if these have been confirmed in writing by Nexi.
- 2.5 Nexi 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 Website. Nexi 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. There will be a notice period of 30 days before changes take effect.

Clause 3 Agreement

- 3.1 Offers provided by Nexi 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 and the Client will be entered into on confirmation by Nexi in Writing or after Nexi has received approval in writing from the Client.

Clause 4 Prices and Payment

- 4.1 All fees and prices applied by Nexi are provided in Euros, excluding VAT/BTW and any other government levies or taxes, unless explicitly stated otherwise. For clients requesting invoicing in a different currency, Nexi will convert the amount at the exchange rate applicable at the time of invoicing.
- 4.2 The Client acknowledges that exchange rates can fluctuate and that the final amount payable in the Client's local currency may vary as a result. Nexi is not liable for any costs incurred by the Client due to fluctuations in exchange rates. Nexi reserves the right to adjust the amount payable if there is a significant fluctuation in the exchange rate (greater than 5%) between the date of the Offer and the date of invoicing. In such cases, Nexi will provide written notice of the adjusted amount at the time of invoicing.
- 4.3 Nexi 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.
- 4.4 If required, travel, accommodation, subsistence or venue expenses are not included in the fee, unless explicitly agreed otherwise in writing.
- 4.5 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.
- 4.6 The Client will pay invoices without any off set-offs or deductions. Objections to the value of the invoices do not suspend the Client's payment obligations.
- 4.7 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 shall be entitled to charge the statutory interest rate as of the due date. In the event of any payment failure Nexi will be entitled to suspend the execution of the assignment immediately.
- 4.8 In case of non-timely payment, the Client shall compensate Nexi 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. Extra-judicial 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 Nexi reserves the right to remove any Participant from a Program who engages in disruptive, harmful, or inappropriate behaviour, without any entitlement to a refund or compensation.
- 5.3 If applicable, the Client or the designated Participant will provide the requested information (test results, completed questionnaires, etc.) to Nexi 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 In the event of the Client cancelling an agreed booking as per 3.2, the following cancellation charges will apply:
 - 6.3.1 More than 60 calendar days prior to the booked date: No charge
 - 6.3.2 59 – 30 calendar days prior to the booked date: 25% of the delivery fee
 - 6.3.3 15 - 29 calendar days prior to the booked date: 50% of the delivery fee
 - 6.3.4 0-14 calendar days prior to the booked date: 100% delivery fee
 - 6.3.5 Any work already performed, and all other costs and expenses already incurred by Nexi prior to cancellation are chargeable regardless of when cancellation takes place. The Client remains liable for any preparatory costs incurred such as interviews, tests, assessments, workshop design or reports.
- 6.4 When Nexi 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 to cancel or change the travel, hotel or venue reservation free of charge.
- 6.5 Nexi 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.

Clause 7 No Guarantee and Liability

- 7.1 Although Nexi will always endeavour to make a Program successful for every Client or designated Participant, Nexi 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 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 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 is not liable for damage that was caused or partially caused by Nexi'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 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 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 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 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 of the content of such linked websites or third parties. Nexi 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 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 (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. 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, 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 against any liability for (alleged) infringement of these intellectual property rights of Nexi 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. These personal data will be saved and processed in accordance with the Nexi Privacy Statement and applicable laws and regulations.
- 9.2 Nexi is committed to protecting the privacy and personal data of its Clients and Participants in accordance with the General Data Protection Regulation (GDPR) and other applicable data protection laws. Nexi shall collect, process, and store personal data solely for the purposes of providing its service.

Clause 10 Questions and Complaints

- 10.1 Questions or complaints concerning any Offer, Agreement, invoice or Program, can be submitted to Nexi via info@nexiconsulting.com
- 10.2 Nexi 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 remain bound to the remaining part of the Terms and Conditions. Nexi 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 is entitled to engage Partners in the performance of any engagement. These Terms and Conditions also apply to the benefit of the Partners. Nexi assumes no responsibility or liability for errors or shortcomings of Partners or for damages caused by them. Nexi 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 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.