

Terms and Conditions

Article 1: Definitions

The terms below will be defined as follows in these general terms and conditions.

- **Contractor:** a partner of Perspectivity.
- **Partner:** a facilitator/trainer/consultant affiliated to Perspectivity, either in person or by virtue of conducting their profession in a practice with a corporate personality.
- **Client:** the contractor's contracting party.
- **Assignment:** the contract for a delivery of services between the contractor and client.

Article 2: Applicability

These terms and conditions shall apply to all offers and Assignments between the Contractor and the Client, insofar as the parties have not explicitly deviated from these terms and conditions in writing. The application of any purchase or other conditions by the Client is explicitly rejected.

Article 3: Offers and Assignments

1. All offers made by the Contractor will be valid for 30 days, or for a longer or shorter period as stated therein, and will always remain free of obligation.
2. An Assignment will first come into effect after it has been accepted by the Contractor in writing.
3. Assignments will only be entered into with a Partner (or respectively their practice with a corporate personality) as contractor. Neither Perspectivity nor their partners – with the exception of the Partner performing the Assignment – will be bound by the Assignment.
4. When entering into an agreement with Perspectivity, the Contractor has 14 days to change their mind (during which it is possible to annul the agreement without any costs).
5. Perspectivity consultants are independent and operate on according to the Dutch model contract: [GENERAL MODEL AGREEMENT | EMPLOYERS WITHOUT AUTHORITY, Tax Authorities Assessment No 90515112643-1 | 21-03-2016](#) (Dutch only)
6. The Contractor will determine the manner in which the Assignment must be executed. Changes to an Assignment will only be binding if these changes have been accepted in writing by the Contractor.
7. The Contractor is entitled to subcontract or to have an Assignment or parts thereof carried out by third parties if necessary. In doing so, the Contractor will take any wishes expressed in advance by the other party into account insofar as possible.
8. The Contractor will carry out the agreed activities to the best of their knowledge and ability and in accordance with the highest standards: all this on the basis of the most recently available knowledge. The Contractor cannot guarantee that the envisaged result will be achieved.
9. Deadlines within which work must be completed will only be fixed if such has been agreed upon in writing.

Article 4: Cancellation

If the Client cancels an Assignment, in whole or in part, any work which has been performed, including goods which have been ordered or prepared for this purpose, in addition to any supply and delivery costs thereof and working hours reserved for the execution of the contract, will be charged to the Client in full.

If a cancellation is made less than 4 weeks before the starting date fixed for an Assignment, the other party will be liable for 100% of the payment agreed upon. In the event of a cancellation after the start of the Assignment, the Client will be liable for the full payment agreed upon to the Contractor, unless the cancellation is due to circumstances covered by the Contractor's risk.

Article 5: Prices and costs

Unless agreed otherwise, the payment for an Assignment must be made in the manner specified in the Assignment, either on the basis of a retrospective settlement which observes any maximum amount of payment that the Client may have stated and which has been included in the Assignment, or for a fixed price. Unless agreed otherwise the fees will include travel costs within the Netherlands.

If the performance of the Assignment continues for longer than one month, works performed will be invoiced at intervals. Amounts specified in the Assignment do not include any due turnover tax.

Article 6: Payment and complaints

Invoices must be paid within 30 days of the date of invoice by deposit or transfer to the bank account number stated on the invoice. If this period is exceeded, the Client will be in default by operation of law and a default interest equal to the current statutory interest will become due.

If the Client is in default, the costs of extrajudicial collection – with a minimum of 10% of the outstanding agreed upon payment – will be charged to the Client.

If the Client's financial position or payment practices give reason thereto in the Contractor's opinion, the Contractor is entitled to require advance payment in whole or in part and/or the payment of a security from the Client, and if such payment is not forthcoming the Contractor is entitled to suspend the performance of his obligations.

The Client must notify the Contractor in writing of any complaints regarding the works to be performed or the invoice amount within 2 weeks of the date of dispatch of the items or information which are the subject of the Client's complaint or if the Client can show that he could not reasonably have discovered such defects earlier within 2 weeks of discovering the defect, at the risk of forfeiting all claims.

A complaint will not suspend the Client's payment obligations unless the Contractor agrees that they consider the complaint to be well-founded.

Training programmes with open registration

A: Participant Cancellations

- Cancellations received up to three weeks prior to class will not be charged the training fee.
- Cancellations received three weeks or less prior to the class will be invoiced the full training fee. As a courtesy, you may apply 50% of your payment toward another Perspectivity training course within one year of the cancellation date.
- No-shows: If you do not cancel in time and do not show up, you are responsible for full payment and you will not receive a voucher.

B: Cancellation by Perspectivity

- Perspectivity reserves the right to cancel or change a class at any time, including but not limited to, lack of participation, facilities, equipment or illness.
- A full or partial refund (depending on the part of the training that has been cancelled) will be provided.
- Perspectivity will aim to provide a new opportunity for a similar training or session at a later date or try to schedule an alternative session.
- Perspectivity is not liable for any direct, or indirect, consequential or special damages that may be incurred due to a cancellation of a scheduled class, including, but not limited to, lost opportunities, revenues, or other scheduled activities.

Article 7: Intellectual Property

All rights to intellectual property with regard to all services provided by the Contractor, including copyright, are vested exclusively with the Contractor, and the other party is only entitled to use them within the framework of the contracted Assignment.

The Client indemnifies the Contractor fully with regard to claims for compensation by third parties on the basis of violation of intellectual property rights, with regard to goods and others, which have been supplied or prescribed to the Contractor by or on behalf of the Client for the implementation of the contract.

Article 8: Confidentiality

The Contractor undertakes to take adequate measures to ensure confidentiality concerning any of the Client's company details of which the Contractor has become cognisant in the performance of the Assignment.

Article 9: Liability

If one of the parties fails to fulfil one or more of their obligations arising from this contract the other party will give him notice of default unless performance of the obligation in question has already become permanently impossible in which case the negligent party will be immediately in default.

Any party who attributably fails to fulfil their obligation or obligations will be liable towards the other party for the payment of any damages which have been suffered, or as the case may be, will be suffered by the other party. This liability will, in any case, be limited to the maximum amount covered by the liability insurance in this matter as insurance payment. The Contractor is obliged to adequately insure their liability and must allow the other party to inspect their policy conditions upon request.



Article 10: Premature termination

Either party is entitled to terminate the Assignment prematurely with immediate effect in whole or in part without notice of default or judicial intervention in the cases described below and to the extent granted below:

1. if the other party invokes force majeure and the period of force majeure has lasted longer than six weeks or as soon as it is established that this period will last for longer than six weeks
2. if the other party has requested suspension of payments or if the other party has been declared to be in a state of bankruptcy.

Furthermore, each party is entitled to terminate the Assignment prematurely with immediate effect, in whole or in part, without further notice of default or judicial intervention if the other party does not fulfil any other obligation in connection to the Assignment and the performance thereof, and that this non-performance is of such a serious nature that they cannot reasonably be required to honour the Assignment and that the party that has failed persists in their failure to fulfil this obligation, or respectively, fails to take appropriate steps to remedy such non-performance after they have been given notice of default in this connection by means of a registered letter.

Premature termination of the Assignment will be made known by means of a registered letter to the other party.

Article 11: Disputes

Assignments will be governed by Dutch law. Disputes will be settled by the competent Dutch court in the Contractor's place of business. A dispute exists when one of the parties has notified the other party of such by means of a registered letter.

