

TERMS AND CONDITIONS

Article 1. **Definitions**

In these terms and conditions, the following shall be understood as:

1.1. The contractor:

Moving Humans v.o.f.
Mattenbiesstraat 114
1087 ER Amsterdam
Chamber of Commerce 93528582
Hereinafter referred to as: **MH**

1.2. The client: the natural person or legal entity who commissions the work.

1.3. Project scope: the description of the work, and the regulations and conditions applicable to the work.

1.4. The work: the work to be carried out, the course, training, assignment, or the delivery or service to be provided.

1.5. The agreement: the final granting of the assignment by the client to MH.

1.6. Meeting: a lecture, event, seminar, trail, conference, presentation, course, training, coaching, or other performance by MH of a similar nature.

1.7. Student: the participant in the meeting.

1.8. Day: calendar day.

1.9. Quotation: the written offer containing the description of the work.

Article 2. **Applicability**

2.1. These general terms and conditions apply to all quotations and agreements between MH and the client.

2.2. In MH's quotation, these general terms and conditions have been declared applicable. Upon confirmation of the assignment by the client, this applicability cannot be set aside. Even if the client declares their own general terms and conditions applicable or overrides clauses in MH's general terms and conditions upon confirmation of the assignment, MH's general terms and conditions remain fully applicable.

- 2.3. In case of conflict between the provisions in the general terms and conditions and the provisions of the agreement, the provisions of the agreement shall prevail over the provisions in the general terms and conditions.

Article 3. **Quotation**

- 3.1. The course offerings of MH are as listed on the website movinghumans.com. The description of the offerings serves as a quotation.
- 3.2. If a client wishes to deviate from the offer, MH can provide a customized quotation for this.
- 3.3. All quotations are non-binding, meaning that MH is not obliged to adhere to them.
- 3.4. Each quotation is an indivisible whole and is valid for 30 (thirty) days from the date of issue, unless expressly stated otherwise in writing.
- 3.5. All offers are made according to the project scope and/or price request.
- 3.6. The prices in the quotations are exclusive of VAT, unless otherwise indicated.
- 3.7. The quotation, if possible, specifies the time at which the work commences.
- 3.8. The offer on the website or the quotation provided by MH provides insight into the price and what is included or not included therein.
- 3.9. If after a customized quotation no assignment is given, the costs of preparation and drafting of the quotation may be charged. The client must agree to this in writing beforehand.

Article 4. **Formation of the Agreement**

- 4.1. The agreement is concluded by acceptance of the quotation by the client to MH. This can be done in the form of an online booking or a written order confirmation by the client to MH. The agreement is also considered confirmed after MH has commenced the execution of the assignment with the knowledge and cooperation of the client.
- 4.2. Changes to the agreement, or deviations from these general terms and conditions, are only valid if agreed upon in writing.

Article 5. **Price adjustment**

MH reserves the right to increase agreed prices. This can only be done with motivation, prior to not yet due installments. The increase must result from a change in circumstances occurring after the conclusion of the agreement. This change must

be of such a nature that it cannot reasonably be expected of MH to be bound by the agreed prices.

Article 6. **Cancellation**

- 6.1. A registration for a meeting can be canceled by the client up to 30 (thirty) calendar days before the start of the meeting at no cost.
When a meeting is canceled between 29 (twenty-nine) and 15 (fifteen) calendar days before the start of the meeting, 50% of the invoice amount will be charged.
If cancellations are made within 14 (fourteen) calendar days before the start of the meeting, or one or more participants fail to attend the meeting for any reason, the total invoice amount will be charged.
- 6.2. MH reserves the right to cancel a meeting for reasons beyond its control up to 2 (two) calendar days before the start of the meeting.
- 6.3. A meeting will only proceed when, in the opinion of MH or the executing trainer/facilitator, there are sufficient registrations.

Article 7. **Changes**

MH reserves the right to make changes to the accepted work, the meeting, the location, and the dates without giving any reason. MH is not liable for any costs and damages incurred by the client as a result of these changes.

Article 8. **Copyright and Intellectual Property**

- 8.1. The copyright and intellectual property rights of materials provided by MH belong to MH. This includes all provided documents, such as:
 - a. quotations;
 - b. project descriptions;
 - c. readers;
 - d. presentations;
 - e. hand-outs;
 - f. reports;
 - g. advice;
 - h. designs;
 - i. sketches and drawings;
 - j. software;
 - k. other materials and attachments provided to the participant(s).

- 8.2. All these materials are exclusively intended for use by the client. It is not permitted to reproduce the material in any way. It is not allowed to re-exploit the material. It is also not permitted to use the material for purposes other than those for which it is provided.
- 8.3. These provisions may only be deviated from if MH has explicitly and in writing given permission for this.

Article 9. **Invoicing and Payment**

- 9.1. Invoicing and payment occur directly upon online booking and/or registration of participant(s). With an online booking, payment is processed immediately. In other cases, payment must be received by MH before the start of the meeting. If this is not the case, the participant will not be admitted to the meeting. Payment, other than online, must be made by bank transfer to the bank account stated on the invoice, referencing the invoice number and invoice date.
- 9.2. The client must pay the amount stated on the invoice to MH, without any deduction, discount, or setoff. Payment must be made within the term stated on the invoice.
- 9.3. In case of late or incomplete payment, the client is in default, without MH having to first send a written notice of default. Furthermore, the client is liable for statutory interest on the outstanding amount, calculated from the invoice date.
- 9.4. The client is entitled to (partial) refund in case of cancellation by the client within the deadlines set forth in Article 6, in case of cancellation of the meeting by MH, or in case of a price reduction offered by MH. The refund will be made within 14 days after it has been agreed upon and will be processed through the same payment channel that the client used when confirming the assignment.

Article 10. **Force Majeure**

- 10.1. MH can invoke force majeure. As a result, the execution of the work is impossible due to a cause that cannot be attributed to MH. This cause is also not within its risk sphere. As a result, MH cannot be required to deliver the work within the agreed timeframe. MH is entitled to an extension of time, or is entitled to terminate the execution of the work and charge the costs incurred to the client.
- 10.2. If the execution of the work becomes impossible due to a cause that cannot be attributed to the client (force majeure) and is not within its risk sphere, the client is entitled to terminate the work against reimbursement of costs incurred by MH.
- 10.3. Force majeure is understood to mean all circumstances independent of the will of the parties that reasonably make the performance of the agreement very difficult or impossible. This includes, among other things: the sudden unavailability of an intended location, delays in (air) travel, transportation, transport or delivery of materials, mechanical and other malfunctions, as well as crime, civil unrest, fire, strikes, lockouts, riots, occupation, natural disasters, floods, epidemics, or war.
- 10.4. The party invoking the non-performance of the agreement by the counterparty is obliged to take all necessary measures to limit the damage suffered. If these measures incur costs, these costs will be reimbursed by the counterparty.

Article 11. **Liability**

- 11.1. MH accepts no liability for defects in the services provided by it, unless they result from intent or gross negligence.
- 11.2. The liability of MH can never exceed the invoice amount.
- 11.3. MH ensures adequate liability insurance. Any compensation can never exceed the maximum payout amount of this insurance.
- 11.4. MH reserves all legal and contractual defenses that it can invoke to defend itself against its own liability towards the client, including those for its employees and non-employees for whose actions it would be liable under the law.
- 11.5. MH is never liable for consequential damages.

Article 12. **Personal Data Registration**

- 12.1. The personal data of the client and any other involved individuals, whose assignment has been accepted by MH, will be included in its customer database.
- 12.2. MH stores as little personal data as possible, and in any case, no sensitive data.
- 12.3. The data will be stored for as short a period as possible.
- 12.4. MH does not disclose personal data to third parties without the consent of the client, unless required by any legal obligation.
- 12.5. If the client terminates the relationship with MH, MH will, upon the client's first request, delete their personal data from its customer database.
- 12.6. All employees associated with Moving Humans will treat the information provided by the client confidentially.
- 12.7. The privacy policy of MH is as displayed on the website:
<https://movinghumans.com/en/privacy/>.

Article 13. **Applicable law**

- 13.1. This agreement is governed by Dutch law. Any disputes shall be submitted to the competent court in Amsterdam.
- 13.2. MH reserves the right to submit a dispute to another competent court.
- 13.3. Invalidating one or more provisions of these General Terms and Conditions by judicial ruling does not affect the validity of the remaining provisions.

Article 14. **Version(s)**

These general terms and conditions are published on the website of MH. They are available upon request and can always be consulted by the client. The client is familiar with the content of the terms and conditions. MH is entitled to publish a new version of the terms and conditions, which will apply to agreements entered into on the date of publication.

Amsterdam, 8 April 2024

