
Article 1. Definitions

These general terms and conditions use the following definitions:

365 ETC:	the private company with limited liability 365 Education Training & Coaching B.V., with registered offices in Rhoon, registered in the Trade Register of the Chamber of Commerce with number 80413471.
Client:	the legal entity or person who or which commissions 365 ETC to perform management, guidance, advice, or coaching activities for itself/himself or for a third party.
Services:	all products and services provided to the Client by 365 ETC, including offering company training courses, coaching, and other forms of guidance, or advice in the field of management and operations, providing career guidance and organisational development, everything in the broadest sense of the word, as well as all other work provided for the benefit of the Client of any kind, performed in the context of a contract, including work not performed at the explicit request of the Client.
Coachee:	the person participating in a training, guidance, advice, or coaching process for the benefit of the Client.
Agreement:	the Contract Agreement concluded between 365 ETC and the Client within the meaning of Article 7:400 DCC based on which 365 ETC provides the Services.

Article 2. Applicability of these conditions

1. These general terms and conditions govern Agreements, quotations, and offers made by 365 ETC.
2. The Agreement will be concluded in writing or at an earlier time once 365 ETC has actually started to perform its work. These general terms and conditions are an integral part of the Agreement. 365 ETC reserves the right to amend these general terms and conditions. Amendments will take effect 30 days after having been communicated by 365 ETC. If the Client does not want to accept the amendment, it has the right to dissolve the Agreement within two weeks of the notice as referred to in this article without being entitled to receive compensation.
3. Any purchase or other conditions of the Client will not apply, unless these have been explicitly accepted by 365 ETC in writing.

Article 3. Quotations

1. Quotations prepared by 365 ETC are non-binding and can be revoked at any time. Issued quotations will be valid for 30 days following the day on which they were issued, unless indicated otherwise.
2. The prices listed in the quotation do not include VAT, unless indicated otherwise.
3. Quotations are based on the information in the possession of 365 ETC.

Article 4. Implementation of the Agreement

1. The Agreements concluded with 365 ETC lead to a best-efforts obligation of 365 ETC, not to an obligation to achieve certain results, in which respect 365 ETC will be required to fulfil its obligations to the best of its insight and ability and the requirements of good craftsmanship, with due observance of applicable laws and regulations.
2. If and insofar the proper implementation of the Agreement requires, 365 ETC has the right to outsource certain activities to third parties. This will always take place in consultation with the Client. 365 ETC will not be liable for these third parties.
3. The Client will ensure that all data indicated by 365 ETC as necessary for the implementation of the Agreement, or of which Client should reasonably understand the necessity, are made available to 365 ETC on time. If information necessary for the implementation of the Agreement has not been provided to 365 ETC in a timely fashion, 365 ETC will have the right to suspend the implementation of the Agreement and/or to charge the additional costs resulting from the delay based on its usual rates.
4. 365 ETC is not liable for damage of any nature caused by the use of incorrect or incomplete data provided by or on behalf of the Client.
5. In case of liquidation proceedings, (an application for) bankruptcy, or (an application for) suspension of payments, or acceptance into a debt restructuring scheme (in accordance with the Dutch Natural Persons Debt Restructuring Act) of the Client, the claims of 365 ETC and the obligations of the Client vis-à-vis 365 ETC will become immediately exigible, and 365 ETC will have the right to suspend the implementation of the Agreement.

Article 5. Force majeure

1. If it becomes clear that the implementation of an Agreement becomes objectionable or impossible for 365 ETC as a result of force majeure, 365 ETC will have the right to terminate the Agreement by means of a written declaration, insofar as it has not yet been implemented, informing the Client of the circumstances which make the continued implementation objectionable or impossible. 365 ETC will not be liable for damage in case of force majeure.
2. Force majeure in these general terms and conditions will be defined as, in addition to the corresponding definitions set out in law and jurisprudence, all external causes, foreseen or unforeseen, which cannot be controlled by 365 ETC, and due to which 365 ETC will be unable to fulfil its obligations. Any failures or unavailability of third parties hired by 365 ETC for the implementation are not included in this definition.

Article 6. Contract duration and termination

1. The Agreement will be concluded for a definite period, which will be the duration of the purchased Services, unless agreed otherwise.
2. An Agreement for a definite period cannot be terminated prematurely. An Agreement for an indefinite period which has not yet lasted a year can be terminated in writing with effect from the end of a calendar month with due observance of a notice period of one month. An Agreement for an indefinite period which has lasted for more than a year can be terminated in writing with effect from the end of a calendar month with due observance of a notice period of three months.

Article 7. Amendments to the Agreement

1. If it becomes clear during the implementation of the Agreement that its proper fulfilment requires changes or additions to the work to be performed, the parties will amend the Agreement accordingly in consultation in a timely fashion.
2. If the parties agree that the Agreement must be amended or supplemented, this may affect the date on which the implementation will be completed. 365 ETC will inform the Client of this as soon as possible.
3. 365 ETC will also inform the Client if an amendment or addition to the Agreement has financial or qualitative consequences.
4. If a fixed fee has been agreed on, 365 ETC will indicate whether and to what extent the amendment or supplement to the Agreement means that this fee will be exceeded.

Article 8. Confidentiality

1. The parties undertake to keep all confidential information provided by the other party in the context of this Agreement or from other sources confidential. Information will be confidential if the other party has indicated this, or if this follows from the nature of the information.
2. 365 ETC will not make any external references to the contract without the permission of the Client.

Article 9. Intellectual property rights

1. Insofar as there are any copyrights, trademarks patent rights, trade names, or other intellectual property rights vested on the Services provided by 365 ETC to implement the Agreement, 365 ETC is and will remain the holder or owner of these rights. The Client may only use the physical carriers of these rights for the purpose for which they have been provided to the Client, and may not copy these or modify or remove copyrights, trademarks, patent rights, trade names, and other marks. The Client will ensure that the Coachee will also comply with these obligations.
2. 365 ETC reserves the right to use knowledge gained during the performance of the work for other purposes, provided that no confidential information is disclosed to third parties as a result.

Article 10. Payment

1. Unless agreed otherwise in writing, payment must take place within fourteen days of the invoice date, in a manner indicated by 365 ETC and in the currency of the invoice. Payment must take place without any suspension or settlement.
2. If the Client fails to pay the amounts due before the due date, it will be in default by operation of law without notice being required. In case of default by the Client, 365 ETC will have the right to permanently end or postpone all work to be performed for the benefit of the Client with immediate effect, without being required to provide any form of compensation to the Client as a result.
3. In case of a payment default, the Client will also owe a delay interest on the claims due equal to the statutory commercial interest within the meaning of Article 6:119(a) DCC.
4. Payments made by the Client will first be used to settle all owed interests and costs, followed by the oldest invoices, even if the Client states that the payment relates to a later invoice.
5. If greater than usual efforts are required of 365 ETC to implement the Agreement, 365 ETC can demand payment (or an equivalent security) before the start of its work.

6. If 365 ETC decides, at its discretion, to outsource the collection of a claim, the Client will, besides the principal and interest due, also be required to provide compensation for all reasonably incurred judicial and extrajudicial costs. This will always include the costs of collection agencies and the costs and wages of bailiffs and lawyers, even if these exceed the costs allocated in court. The compensation of judicial and extrajudicial costs amounts to at least 15% of the principal due.

Article 11. Liability

1. 365 ETC does not accept any liability of any kind for damage caused by or related to the Services provided by it, unless the Client demonstrates that the damage was caused by the intent or deliberate recklessness of 365 ETC. Liability for indirect damage is fully excluded.
2. Without prejudice to the provisions of paragraph 1, the liability of 365 ETC will only exist once the Client has issued a written notice of default with due observance of a period for fulfilment of ten business days and if 365 ETC remains in default, irrespective of whether 365 ETC is already in default based on legal provisions without notice being required or irrespective of whether a notice of default is not required based on legal provisions.
3. Without prejudice to the provisions of paragraph 1, the liability of 365 ETC will be limited to the invoice value of the contract, specifically to that part of the contract to which the liability relates. In case of contracts with an effective period of more than six months, the liability will be limited to the invoice amount due for the last six months.
4. If damage is caused to persons or goods due to or in relation to the Services provided by 365 ETC or otherwise for which 365 ETC is liable, this liability will be limited to the amount paid by the general liability insurance taken out by 365 ETC, including the co-payment borne by 365 ETC in relation to this insurance.

Article 12. Cancellation/termination of the Agreement

1. 365 ETC has the right to cancel a training course, guidance, or coaching project without substantiation or to refuse the participation of the Client or Coachee, in which case the Client will be entitled to a refund of the full amount paid by it to 365 ETC without additional compensation.
2. The Client has the right to cancel the participation in, or the contract for, a training course, guidance, or coaching process in writing with due observance of the provisions of this Article 12.
3. Cancellation within the meaning of paragraph 2 is possible at no cost up to four weeks before the start of the training course, guidance, or coaching process. In case of cancellation within four weeks to one week before the start of the training course, guidance, or coaching process, 365 ETC will have the right to charge 50% of the amount due. 365 ETC will have the right to charge the full amount due in case of cancellation within one week before the start of the training course, guidance, or coaching process.
4. If the Client or the Coachee appointed by the Client prematurely terminates the participation or otherwise fails to participate after the start of the training course, guidance, or coaching process, the Client will not be entitled to any form of refund, unless the exceptional circumstances of the case justify this, such at the discretion of 365 ETC.
5. An individual guidance or coaching interview can be cancelled or rescheduled at no cost up to 48 hours before the start of the interview. In case of cancellation or rescheduling within 48 hours before the interview, 365 ETC will have the right to charge the entire fee agreed for the interview with a minimum of 165 euros. If the Client or the assigned Coachee does not attend the scheduled interview, the same rates will be charged.

Article 13. Personal data

By concluding an Agreement with 365 ETC, 365 ETC will be granted permission for the automated processing of personal data obtained from the Agreement. 365 ETC will exclusively use these personal data for its own activities.

Article 14. Dispute resolution

1. All Agreements between 365 ETC and the Client will be governed by the laws of the Netherlands.
2. Disputes arising from Agreements governed by these conditions that are not subject to the competence of the Sub-District Court will be subject to the court competent in the district where 365 ETC is established.