

General Terms and Conditions

These General Terms and Conditions apply to all activities that are performed or will be performed by F.P. Bannink and to all legal relationships that F.P. Bannink has with third parties.

The client will pay F.P. Bannink a fee calculated on the basis of the number of hours spent multiplied by the applicable hourly rate. This hourly rate will be determined by F.P. Bannink from time to time. In addition, the client will also pay F.P. Bannink the advances paid by her on the client's behalf. Insofar as applicable, the client must pay VAT due on all amounts in accordance with the applicable rate. In principle, advance bills or monthly interim invoices will be invoiced for all activities and expenses. Advance bills will be paid together with interim invoices.

Invoices must be paid within 14 days after the invoice date. If payment is not effected on time, F.P. Bannink is entitled to charge statutory interest over the unpaid amount as of the 15th day after the invoice date. If the client believes that he/she is not obliged to pay for an activity, he/she must notify F.P. Bannink in writing within fourteen days after the invoice date and provide justification. Where possible, F.P. Bannink will consult the client in advance if the services of third parties are engaged. The client may not hold her responsible with respect to activities performed by third parties engaged on the client's behalf. Expenses and costs of third parties paid by F.P. Bannink on the client's behalf will be invoiced in detail.

Cancellation terms and conditions for training courses and workshops are as follows. Cancellation requests may only be submitted in writing. If a cancellation request is submitted six weeks before the starting date of the training course or workshop, no costs will be invoiced. If a cancellation request is submitted up until three weeks before the starting date of the training course or workshop, 50% of the costs will be invoiced. In case of cancellation during the last week before the start of the training course or workshop, 100% of the costs will be invoiced. With regard to workshops, someone else may participate in your place, providing the person in question meets the selection criteria.

Every liability of F.P. Bannink is limited to the amount upon which a claim can be made by virtue of the professional liability insurance policies taken out by her, plus the excess amount not chargeable to insurers in accordance with the policy conditions. Except in the case of gross negligence or intention on the part of F.P. Bannink, the client will indemnify her for and against all claims and legal actions, as well as any damages, costs and expenses sustained or incurred by F.P. Bannink in connection with such a (legal) action and/or claim that a third party might have with respect to F.P. Bannink or might bring against her, and which arise directly or indirectly from or in connection with activities or services that have been or will be performed by F.P. Bannink, for the client, and/or otherwise related to the assignment entrusted to her by the client.

Entrusted assignments will be carried out solely for the benefit of the client. Third parties cannot derive any rights from the performance of activities for the client.

The legal relationship between the client and F.P. Bannink, or other third parties, is subject to Dutch law. At the initiative of one of both parties, all disputes arising from this legal relationship will be submitted first to an impartial mediator registered with the Netherlands Mediation Institute (NMI). If such mediation does not lead to an agreement in which the dispute is resolved, each party is entitled to refer the dispute to a civil court.

These General Terms and Conditions have been drawn up in Dutch and English. In the event of any differences in interpretation or inconsistency between both versions of these General Terms and Conditions, the Dutch version will prevail.