

Terms & Conditions of Inspired People Work B.V.

General terms and conditions

1. These terms and conditions apply to all quotations, agreements, and training, coaching and consultancy programmes of Inspired People Work B.V., further referred to as IPW, unless explicitly stated otherwise in writing. Any work description (the action plan) forms part of the agreement.
2. If and insofar as IPW's work consists of providing training, coaching and advice, these will be provided to the best of knowledge and science. There is no guarantee given the nature of the work and the people involved.
3. After consultation with the client, the client can authorise IPW to have the assignment carried out in whole or in part by a third party or third parties. IPW is not liable for shortcomings in the performance of third party (or parties), nor for other acts or omissions of that third party.
4. The client indemnifies IPW against claims by participants and third parties that are in any way connected with the work IPW has carried out for the client.
5. If and insofar as IPW's activities are based on the client's information, or a third party (or parties), IPW cannot guarantee this information's correctness and completeness. The client indemnifies IPW against any damage that may arise as a result.
6. IPW is only liable for damage caused by gross intent or gross negligence. Under no circumstances, however, does IPW's liability extend to direct, indirect, or consequential damage. IPW's liability for errors or negligence is limited to the invoice amount of the order.
7. If and insofar as in a specific case, there is no cover under the professional liability insurance(s). IPW's liability will be limited to a maximum of five times the fee agreed upon in the case in question, or, in the absence of any agreed fee, the fee reasonably payable in the case in question, all this excluding VAT.
8. In the event of well-founded complaints, IPW will offer a solution, some of which will be provided free of charge. The additional work may cover at most the time that IPW has already delivered. Any additional costs for room hire, accommodation, etc. shall be for the client's account. In that case, travel and accommodation costs of the programme implementers are for IPW's account.
9. The suppliers (third parties) and clients indemnify IPW against all claims from third parties on account of infringement of patents and copyrights, licences and items, which would have taken place on the deliveries made to the client or items carried out for the client.

Specific conditions

1. There are three options to participate in the various training courses: (a) in an open training course, (b) in an in-company training course or (c) as an individual in a group composed of participants from several organisations. If your organisation wishes to have less than the minimum number of participants under option (b), IPW will calculate the minimum number unless option (c) is chosen at least one month before starting the module.
2. A pre- or intake interview with the participants is part of determining each individual trajectory. For team trajectories, this will be with their representation and their manager.
3. The indicated duration of a module is average. If the participant needs more time, IPW will surcharge per part of the day to complete the module, or the participant will be able to take part in the next training course.
4. The costs referred to under 3 and any other costs of activities carried out on the client's assignment, but which were not or could not be included in the quotation, will be settled in the final invoice.
5. The client or participants in IPW programmes cannot copy or trade the material provided to third parties.

Cancellation conditions and force majeure

1. IPW is not obliged to comply with an obligation if it is prevented from doing so due to force majeure. That is to say, a circumstance for which IPW is not to blame, nor is IPW to blame by law, legal act or generally accepted practice. Force majeure is understood to mean, among other things, an impediment of persons made available or means made available to carry out the assignment, for example, due to illness, strikes or lockouts, government obstacles, natural disasters, etc. The client is not entitled to termination of the assignment or compensation for damage if IPW is temporarily or permanently unable to carry out the work due to force majeure.
2. If agreed work cannot be carried out in the unlikely event, IPW will consult with the client to ensure that this is achieved. In that case, new data will be agreed for individual projects and for team projects IPW will provide good alternatives or replace the programme implementers.
3. The client has the right to cancel the assignment by registered letter. When cancelling an activity organised or carried out by IPW, the amount to be paid consists of the costs already incurred plus a percentage of the costs of the activities that would take place. The percentage depends on when IPW receives the cancellation: in the event of more than 8 weeks' notice than the costs incurred up to that point; in the event of 29 to 56 days' notice: 50%; 15 to 28 days' notice: 75% and in the event of 0 to 14 days' notice: 100% of the total amount of the quotation.
4. IPW will charge to the client any cancellation costs for the conference package for the chosen location.

Fixed price, possible adjustment thereof & payment

1. All IPW prices are exclusive of VAT and expressed in Euros.
2. The client is not permitted to set off invoices to be paid against a (supposed) counterclaim, for whatever reason.
3. The invoice for the training course in question must be paid no later than at the start of the training course. In all other cases, the IPW invoice must be paid by the client within 14 days of the invoice date.
4. In the absence of timely payment, the client shall owe IPW, in addition to the invoice amount, the costs to be incurred by IPW for collection of what is due, as well as an interest of 1% per month on the total amount to be paid (part of a month counts as a whole month). The costs associated with the collection of the amounts owed, out of court, including legal assistance, are for the client's account. IPW is authorised to set the costs of the extrajudicial collection at 15% of the principal sum.
5. If the client fails to pay within the term stipulated above, IPW is entitled, after the client has been notified, to suspend all activities on behalf of the client, until the client has paid all that he owes IPW.

Complaints and complaints

The client must report complaints about the work carried out to IPW in writing immediately, but in any case no later than two weeks after the work has been completed. Failure to do so will result in the forfeiture of all client claims in respect of complaints and errors.

Applicable law

A Dutch competent court will settle disputes between IPW and the client. Although IPW's terms and conditions have been translated into English, the Dutch version will prevail. All agreements with the client are governed by Dutch law.