

General Terms and Conditions of Leadership Impulse

Article 1 General

1. These General Terms and Conditions apply to all quotations and offers from Leadership Impulse, as well as to all contracts between Leadership Impulse and clients for the provision of internal company projects and/or participation in these projects, or consultancy in the broadest sense of the word, hereinafter referred to as the 'assignment'.
2. Deviations from these terms and conditions will only be binding if and to the extent they are confirmed in writing by Leadership Impulse.
3. General terms and conditions of the client, however described, shall not apply and are explicitly rejected by Leadership Impulse. General terms and conditions of the client only apply if it has been explicitly agreed in writing by Leadership Impulse.

In these General terms and conditions, the following words have the following meanings:

4. Leadership Impulse: Leadership Impulse must be understood as a one-man business registered at the trade register of the Chamber of Commerce of Brabant (the Netherlands), number 56027141.
5. Client: the party who concludes an agreement with Leadership Impulse concerning the Services supplied by Leadership Impulse.
6. Services: executive coaching and consultancy programs in the area of leadership and talent development supplied by Leadership Impulse, including also any related and connected activity carried out by Leadership Impulse.

Article 2 Formation of the assignment

The contract between Leadership Impulse and the client is concluded by (1) signing of the offer by the client, (2) by e-mail confirmation given by the client or (3) through written confirmation by Leadership Impulse of the client's notification of the assignment by telephone.

The offers made by Leadership Impulse are usually valid for 15 days, unless differently stated in the offer proposal.

Article 3 Required information

1. The client is held to timely provide Leadership Impulse with all information that Leadership Impulse requires, at its sole discretion, for a correct implementation of the assignment or of which the client should know that it is required for a correct implementation of the assignment. The information must be provided in the form and in the manner as requested by Leadership Impulse.
2. The client guarantees the correctness, completeness and reliability of all information provided to Leadership Impulse.
3. If the implementation of the assignment is delayed on account of the fact that the client does not comply with its obligations set forth in article 3.1 or if the information provided by the client does not comply with the provisions set forth in article 3.2 then the associated (additional) costs and (additional) fee shall be at the expense of the client.

4. The client must at all times forthwith inform Leadership Impulse of changes in the information intended in article 3.1. Failing the same Leadership Impulse cannot be held liable for damages occurring on the basis of incorrect and/or changed information.

Article 4 Implementation of the assignment

1. Leadership Impulse shall make every effort to carry out the activities pursuant to the assignment as befits a good contractor. It does, however, not guarantee the accomplishment of a specific result.
2. In the event that a proper implementation of the assignment implies further activities to be carried out by Leadership Impulse, and those were initially not part of the assignment, then the assignment is deemed to extend to these other activities and the incurred costs shall be at the expense of the client.

Article 5 Confidentiality

Leadership Impulse commits to abide by confidentiality with regard to all particulars of which it takes note in connection with the implementation of an assignment and of which the confidential nature has been communicated to the same or must be clear from the circumstances. This confidentiality obligation is not applicable to the extent that Leadership Impulse might be held to cross the confidentiality obligation in pursuance of a statutory obligation. Leadership Impulse will also be allowed to keep confidential information, including the names of the people being coached by Leadership Impulse, in the activity log required by professional coaching associations such as the Association for Coaching, to gain or maintain coaching accreditation or membership.

Leadership Impulse will be allowed to use the Client name as reference to promote its activity.

Article 6 Payment

1. Unless stipulated otherwise in writing, payment of the invoice of Leadership Impulse must take place within 30 days after dispatch of the invoice through a transfer or remittance to the bank account specified by Leadership Impulse on its invoice, without deduction and/or discount and without the client being entitled to any setoff.
2. In case of non-payment within the imposed time limit the client shall be in default by operation of law, without any demand or notice of default being required, and the client shall be liable to pay interest equal to the statutory commercial interest as intended in article 120 paragraph 2 of Book 6 of the Dutch Civil Code, which interest is calculated as from the thirty-first day after dispatch of the invoice, at least as from the moment of occurrence of the default of the client. If payment is not made in good time, Leadership Impulse is entitled to suspend performance of the assignment immediately.
3. If the client is in default all invoices issued by Leadership Impulse in the name of the client shall immediately fall due, including invoices yet to be issued by Leadership Impulse with regard to services supplied and/or activities performed in the current billing period.
4. All judicial and extrajudicial (collecting) costs incurred by Leadership Impulse in connection with the failing or untimely compliance of the client with its payment obligations are paid to Leadership Impulse by the client. The extrajudicial costs amount to at least 15% of the receivable amount, with a minimum of € 150, =, and are payable as soon as the claim has been outsourced for collection.
5. A payment made to Leadership Impulse by the client shall first be applied to settlement of the interest and costs and then to settlement of the oldest outstanding claim, unless the client expressly indicates for the settlement of which claim the payment is made.

Article 7 Liability

1. Leadership Impulse shall not be liable for any damages, including trading losses, indirect damages, consequential damages, damages of third parties and all other damages possibly incurred by the client. Indirect or consequential damage is understood to be, but is not limited to, business interruption, under load, loss of interest, loss of production and turnover.
2. If, and to the extent that there is question of liability on the part of Leadership Impulse, this kind of liability shall be limited to the amount charged for the performance causing the damage, or if a fixed-term contract is concerned, up to the amount of the invoices over a period of 6 (six) months. However, the compensation possibly payable to the client by Leadership Impulse shall never exceed the amount for which the liability of Leadership Impulse is, as the occasion arises, covered by insurance.
3. Leadership Impulse shall not be liable for damages that are caused owing to the fact that the client did not comply with its obligation of rendering sufficient cooperation in the performance of the contract and to provide information as intended in article 3.1 or owing to the fact that the information provided by the client did not comply with the provisions set forth in article 3.2.
4. Leadership Impulse shall neither be liable for damages that are caused by actions or omissions on the part of third parties involved in the implementation of the assignment by the client.
5. An exception to the limitations of liability set forth above under sections 1-4 applies in case of intent or similar gross negligence on the part of Leadership Impulse.
6. Leadership Impulse shall, for that matter, always be authorized to reduce or undo the damages of the client as much as possible to which the client shall lend any and all cooperation.
7. The client indemnifies Leadership Impulse against claims of third parties concerning damages that are related to or originate from the assignment carried out by Leadership Impulse, if and to the extent that Leadership Impulse cannot be held liable vis-à-vis the client in pursuance of the provisions set forth above in this article.

Article 8 Cancellation of the assignment by the client

The client is entitled to cancel the assignment by registered letter. The client may cancel the assignment free of charge until 8 weeks before commencement of the assignment. If the client cancels up to 2 weeks before commencement of the assignment, the client will be obliged to pay 50% of the amount of the offer. In the event of cancellation less than 2 weeks before commencement of the assignment, 100% of the amount of the offer must be paid. The cancellation fees will be charged at the time the assignment would have commenced.

Article 9 Cancellation of an individual coaching session by the client

In departure from article 8, cancellation of the planned coaching session may take place without charge until 2 weeks before the meeting. In the event of cancellation up to 48 hours before commencement of the meeting, 50% of the amount of the offer must be paid. In the event of cancellation less than 48 hours before commencement of the meeting, the full costs must be paid. Also with respect to cancellation of a meeting for individual coaching, the cancellation fees will be charged at the time the meeting would have commenced.

Article 10 Prices

All quotations of Leadership Impulse are always without obligation, unless otherwise agreed.

Article 11 Suspension and dissolution

Failing prompt payment by the client, Leadership Impulse is entitled to refuse participation of the client or the participant designated by the client in a project or to suspend performance of the assignment or dissolve the contract, without prejudice to the terms of Article 7.

Article 12 Copyright

1. The copyright in the brochures and project material published by Leadership Impulse will be vested in Leadership Impulse, unless explicitly indicated otherwise. The client may not publish and/or reproduce information from any material in any way whatsoever without explicit written permission from Leadership Impulse.
2. The copyright in reports, proposals and other documents arising from the activities of Leadership Impulse will also be vested exclusively in Leadership Impulse, unless otherwise agreed in writing.

Article 13 Applicable law and court with jurisdiction

1. All legal relationships between Leadership Impulse and the client, including the agreements concluded by and between them, are governed by Dutch law.
2. In the event of a dispute in connection with the agreement(s) by and between the parties and these terms and conditions and/or any legal relationship created between the parties which is not resolved by mutual agreement, the parties will first attempt to resolve the dispute through mediation conducted by a mediator to be appointed by Result ADR in Amsterdam. The mediation procedure will be conducted in English in accordance to Result ADR rules.
3. If the mediation does not conduct in a solution, the dispute shall exclusively be settled by the competent Court in the district of 's-Hertogenbosch (the Netherlands).