

7 Zintuigen aims to deliver quality. We adhere to the principles of care, legal validity, reasonableness and reliability. Below we specify these principles.

General terms and conditions 7 Zintuigen

Definitions

7 Zintuigen: Is the sole proprietorship (Lerenmet) 7 Zintuigen, with its registered office in Amsterdam, Derde Oosterparkstraat 145. Registered in the trade register under Chamber of Commerce number 69900825.

7 Zintuigen: '7 Zintuigen' is also known to the Chamber of Commerce under the names 'Leren met 7 Zintuigen' and 'Wiebelen en friemelen'. These general terms and conditions apply to all names.

Client: The client is understood to mean the person who has given an assignment to 7 Zintuigen.

Clients can also be:

1. Companies that give 7 Zintuigen an assignment to provide In Company and Customised courses for employees.
2. Participants: These are natural persons who participate in a training product of 7 Zintuigen via an open registration.

Terms and Conditions: these general terms and conditions.

Agreement: the agreement for the provision of services.

Training product(s): the (digital) course or (digital) training offered by 7 Zintuigen.

In-company and customised courses: all training products that are customised to or developed for a client.

Individual Guidance and Coaching: a training product from 7 Zintuigen that is not given to a group, but to an individual.

Open Registration(s): any registration for a training product from 7 Zintuigen that is not customised and that is open to registration for everyone.

Training: a coherent whole of organised didactic activities contained in training material and/or education. This can also be a (digital) course, workshop, modular training or digital training.

Assignment: such as creating a product, giving a lecture or holding an information meeting. This list is not exhaustive.

Article 1 Applicability

1.1 Unless otherwise agreed in writing, the conditions apply to all agreements with the client/participant and to additional and follow-up assignments.

1.2 The client/participant accepts the applicability of these general conditions by entering into an agreement with 7 Zintuigen or participating in an activity of 7 Zintuigen.

1.3 The present conditions also apply to all agreements with 7 Zintuigen for the execution of which third parties are involved.

1.4 Any deviations from these general conditions are only valid if they have been agreed in writing.

1.5 The applicability of any purchasing conditions or other conditions of the client are expressly rejected.

Article 2 Registration for participation in a training/request for a quotation

2.1 Registration for participation in training or the request for a quotation can be done in writing (paper or digital) or by telephone. The processing of a registration or request for a quotation by 7 Zintuigen is always without obligation and subject to reservation. 7 Zintuigen can reject a registration or request for a quotation at any time for its own reasons.

2.2 Based on the order confirmation by the client or by 7 Zintuigen by email, the amount associated with the training/activity is owed to 7 Zintuigen.

2.3 No rights can be derived from printing, typographical errors and typographical errors in the quotation, nor from damaged quotations.



2.4 If 7 Zintuigen has received the order based on a quotation and has started the execution and/or adjustment of a quotation, without an agreement for an assignment having been concluded, the client is liable for all costs for preparation. This includes research costs to obtain more information than described in the quotation, costs for preparation, discussions on location at the client's premises, etc.

2.5 A composite quotation does not oblige 7 Zintuigen to perform part of the assignment for a corresponding part of the stated price.

2.6 Offers and quotations do not automatically apply to future assignments.

2.7 Quotations are valid up to and including 90 days after the date stated in the sent email or on the quotation in question.

2.8 The prices in the quotations mentioned include VAT and other government levies.

2.9 If the client is not liable for VAT, 7 Zintuigen is still entitled to charge VAT.

Article 3 Execution of the agreement

3.1 7 Zintuigen will execute the agreement to the best of its knowledge and ability. All this based on the state of science known at that time.

3.2 If and to the extent that proper execution of the agreement requires this, 7 Zintuigen has the right to have certain activities carried out by third parties.

3.3 The client/participant ensures that all data that 7 Zintuigen indicates is necessary, or that the client/participant should understand is necessary for the execution of the agreement, are provided to 7 Zintuigen in a timely manner. If the data required for the execution of the agreement are not provided to 7 Zintuigen in a timely manner, 7 Zintuigen has the right to suspend the execution of the agreement and/or charge the additional costs resulting from the delay to the client/participant at the usual rates.

3.4 7 Zintuigen is not liable for damage of any nature whatsoever because 7 Zintuigen has assumed incorrect and/or incomplete data provided by the client/participant.

3.5 Client/participant indemnifies 7 Zintuigen, or third parties engaged by 7 Zintuigen, against any claims from third parties who suffer damage in connection with the performance of the agreement and which is attributable to client/participant.

3.6 If it has been agreed that client/participant will provide 7 Zintuigen with equipment, materials, information carriers and/or data on information carriers, these will comply with the specifications that 7 Zintuigen makes known to client/participant.

Article 4 Payment/Rates

General

4.1 7 Zintuigen is entitled to suspend its obligations towards the client/participant as long as the client/participant has not fulfilled all (payment) obligations.

4.2 Payment must be always made before the start date of the training product.

4.3 Any other assignment-related costs and administration and office costs can be charged to the participant by 7 Zintuigen.

4.4 Invoices can be sent from the day of confirmation of an order. Payment by the participant must be made within 14 days after sending the pro forma invoice, to a bank account designated by 7 Zintuigen.

4.5 The participant who does not pay on time is legally in default, without further notice of default being required. In that case, 7 Zintuigen is entitled to terminate the agreement or to demand full compliance.

7 Zintuigen is entitled to claim additional compensation for all costs already incurred in connection with the agreement and the participant is then liable to pay the statutory interest. The interest on the amount due will be calculated from the moment the participant is in default until the moment of payment of the full amount.

4.6 If payment is not made on time, 7 Zintuigen is entitled to suspend its obligation to fulfil, not to admit the participant to the training, to invoke the dissolution of the agreement and to claim compensation for all costs incurred and lost profits by 7 Zintuigen.

4.7 The client/participant owes interest on the collection costs incurred.

In Company and Customised Courses and Coaching



4.8 Parties may agree on a fixed fee when concluding the agreement.

4.9 If no fixed fee is agreed, the fee will be determined on the basis of the actual hours spent. The fee is calculated according to the usual hourly rates of 7 Zintuigen, applicable for the period in which work is performed, unless a different hourly rate has been agreed.

4.10 7 Zintuigen will issue interim invoices for the work on a monthly basis or per partial assignment, unless it concerns a small assignment, in which case 7 Zintuigen will issue an invoice at the end of the assignment.

4.11 7 Zintuigen may increase the fee if, during the performance of the work, it appears that the originally agreed or expected amount of work was insufficiently estimated when concluding the agreement to such an extent that 7 Zintuigen cannot reasonably be expected to perform the agreed work for the originally agreed fee. In that case, 7 Zintuigen will inform the client of the intention to increase the fee or rate. 7 Zintuigen will state the amount and date on which the increase will take effect.

4.12 Time, travel and accommodation costs related to transport and overnight stays of employees of 7 Zintuigen in the context of the assignment can be invoiced by 7 Zintuigen to the client.

Article 5 Complaints and disputes

5.1 If you as a client/participant have a complaint, we will process it after you have put the complaint in writing. You will receive a response to this within 2 weeks. We aim to have your complaint processed within four weeks. If the processing takes longer, you will be informed of this. The delay will be explained, and an indication will be given of when we expect to be able to provide a decision. Of course, you can count on confidentiality on our part. We will first make every effort to solve the problem together with you. If that does not work, an independent third party will be called in, namely Paulien Defoer (www.pauliendefoermediation.nl, info@pauliendefoermediation.nl). The settlement agreement that results from this mediation will then be binding for 7 Zintuigen. Any consequences will then be processed by 7 Zintuigen as soon as possible. Complaints are registered and kept for one year.

Article 6 Cancellation, termination and suspension of the agreement

6.1 If the agreement is terminated prematurely by 7 Zintuigen, 7 Zintuigen will, in consultation with the client/participant, ensure that work still to be performed is transferred to third parties, unless the termination is based on facts and circumstances that can be attributed to the client/participant.

6.2 If the client/participant does not accept the services provided at the agreed time of the activity, the assignment will still be charged in accordance with the agreement.

6.3 The date of the activity can only be changed in mutual consultation and after written confirmation from 7 Zintuigen. All costs resulting from this change will be borne by the client/participant.

6.4 If the agreement for an In Company Training, Customised Programmes or Coaching is terminated prematurely by the client, 7 Zintuigen is entitled to compensation for the resulting and demonstrable loss of occupancy, unless the termination is based on facts and circumstances that can be attributed to 7 Zintuigen. Furthermore, the client is then obliged to pay invoices for work carried out up to that time.

Cancellation of the agreement by participant via an open registration:

6.6.1 When you have registered for an activity of 7 Zintuigen, this means that a place is reserved for you, costs are incurred and that you have committed to pay the participation costs for this activity.

6.6.2 The participant for a course or training via an open registration has the right to cancel participation in, or the order for a course or training.

6.6.3 In case of cancellation

- more than one month before the start of the course or training: no costs will be charged or the amount paid by you will be refunded within 14 days;



- between one month and two weeks before the start of the course or training: 50 percent cancellation costs will be charged or the amount paid by you will be refunded within 14 days with deduction of 50 percent of the costs;
- less than two weeks before the start: the participant is obliged to pay the full agreed amount or you are not entitled to a refund of the participation costs.
- after the start of the course or training: the participant is not entitled to any refund.

6.6.4 In the event of cancellation of a digital training that is meant to be followed independently by the client, 25% is due, the remainder will be refunded within 14 days.

6.6.5 In the event of cancellation of a digital training that is meant to be followed independently by the client, after the login code has been provided to the participant, 100% of the course fee is due. In the event of force majeure, 7 Zintuigen will work with the participant to find a solution.

6.6.6 If you are unable to participate in the agreed activity via an open registration, it is possible to have a suitable replacement participate in your place. You must email about this replacement to monique@7zintuigen.nl no later than 24 hours before the meeting. State the name of the activity, the start date, your own name and the name of the person who will participate in your place and his/her email address in your email. No administration costs will be charged for the replacement.

6.6.7 You can only cancel or change your registration in writing (by e-mail or letter). The date of cancellation or change is the date of the postmark or the date of receipt of the e-mail. You can send the message to: 7 Zintuigen, Derde Oosterparkstraat 145, 1092 Amsterdam, e-mail: monique@7zintuigen.nl. State the name of the activity, the start date and your own name in your e-mail.

6.6.8 In the event of cancellation/change of a registration for a free activity offered by 7 Zintuigen, no costs will be charged.

6.6.9 In the case of a course with 'open registration', 7 Zintuigen has the right to cancel a course without giving reasons or to refuse the client/participant, in which cases the client/participant is entitled to a refund of the full amount paid by this client/participant to 7 Zintuigen within 14 days.

6.7 In the event of misconduct by the participant or if the participant violates the applicable order and safety measures, 7 Zintuigen is entitled to deny the participant access to the lesson and the building, and to have the participant removed from the lesson and the building without any refund of the course fee being due.

6.8 7 Zintuigen has the right to change the training location if there are fewer or more participants than expected.

6.9 If there are fewer than the minimum number of participants, 7 Zintuigen will discuss with the client/participants whether the training will continue/cancel/reschedule.

Article 7 Changes

7.1 If 7 Zintuigen agrees to changes, additions or corrections to agreed work, such a change, addition or correction may affect the agreed price and/or the time of execution or delivery. Additional work and extra deliveries will always be charged to the client by 7 Zintuigen at the applicable rates. Less work may lead to a reduction in the agreed price, but 7 Zintuigen reserves the right to charge the client for the costs incurred by 7 Zintuigen, the man-hours that cannot be used economically in another way and also the lost profit.

7.2 Notwithstanding clause 7.1, 7 Zintuigen will not charge additional costs if the change and/or addition is the result of circumstances that can be attributed to 7 Zintuigen.

Article 8 Liability

8.1 7 Zintuigen will make every effort to fulfil the agreement to the satisfaction of the client. In the event of an attributable shortcoming or unlawful act on the part of 7 Zintuigen, 7 Zintuigen will only be obliged to perform the agreed service again, free of charge, in whole or in part, at its discretion, or to repay or credit the amount received or charged for that service, in whole or in part. 7 Zintuigen accepts no liability for consequential damage, including costs for lost man-hours and lost income.

8.2 7 Zintuigen is never liable for damage caused by third parties, including suppliers, etc.



8.3 Any claim by the other party will lapse no later than thirty working days after the relevant service has been performed or as much earlier as determined by law.

8.4 The limitations of liability for direct damage included in these conditions do not apply if the damage is due to intent or gross negligence on the part of 7 Zintuigen.

Article 9 Force Majeure

9.1 7 Zintuigen cannot be held liable for the failure to execute an order due to force majeure, such as the unavailability of a training location due to an emergency, the loss of goods or the failure to execute orders due to accidents, strikes, fire, flooding, etc. This list is not exhaustive. 7 Zintuigen is not obliged to prove the unforeseeable nature of the circumstance that constitutes force majeure. 7 Zintuigen is obliged to limit the consequences by taking the necessary measures.

9.2 Illness and temporary or permanent incapacity for work of 7 Zintuigen releases 7 Zintuigen from complying with the agreed delivery period or from its delivery obligation, without the client being entitled to compensation.

9.3 If the force majeure situation lasts longer than 2 months, either party is entitled to terminate the agreement without any obligation to compensate the other party for damages.

9.4 If 7 Zintuigen has already partially fulfilled the obligations under the agreement at the time of the occurrence of force majeure or will be able to fulfil them and the part that has been fulfilled or is yet to be fulfilled has an independent value, 7 Zintuigen is entitled to invoice the part that has already been fulfilled or is yet to be fulfilled separately. The client is obliged to pay this invoice as if it were a separate agreement.

Article 10 Indemnification

10.1 The client indemnifies 7 Zintuigen against claims from third parties regarding intellectual property rights on materials or data provided by the client, which are used in the execution of the agreement.

10.2 If the client provides 7 Zintuigen with information carriers, electronic files or software etc., the client guarantees that the information carriers, electronic files or software are free of viruses and defects.

10.3 7 Zintuigen is always the sole rightful claimant with regard to intellectual property rights on the items, materials and (electronic) information made available to the registrant and/or participant, unless 7 Zintuigen expressly indicates otherwise in writing.

10.4 The client/participant only obtains a non-transferable right of use for the training(s) specified in the order confirmation. The client guarantees that its employees also personally commit to complying with this condition.

10.5 The client/participant will not reproduce or disclose to third parties the items, materials and (electronic) information referred to in 10.3 and 10.4.

10.6 The client/participant is in no case permitted to make any changes to the items, materials and (electronic) information referred to in 10.3 and 10.4, the security thereof or the associated indications regarding intellectual property rights.

10.7 The client/participant is at all times obliged to keep the (content of the) items, materials and (electronic) information referred to in article 10, paragraph 3 and 4 confidential and to use them only for the purpose for which they have been granted a right of use in this respect.

10.8 Nothing in this agreement can be interpreted as a transfer of intellectual property rights regarding course material.

Article 11 Non-competition

11.1 The participant and/or client is not permitted to develop or provide a similar training course themselves or in collaboration with third parties based on the training courses developed by 7 Zintuigen and the teaching materials to be used, without the express written permission of 7 Zintuigen.

Article 12 Confidentiality



12.1 Both parties are obliged to maintain confidentiality of all confidential information that they have obtained from each other or from other sources in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information. In the event of termination of an agreement, for whatever reason, the confidentiality obligations will remain in force.

Article 13 Applicable law

13.1 Dutch law applies to every agreement between 7 Zintuigen and the client.

Article 14 Amendment, interpretation and location of the conditions

14.1 These conditions have been filed at the office of the Chamber of Commerce in Amsterdam.

14.2 In the event of interpretation of the content and scope of these general conditions, the Dutch text thereof shall always be decisive.

14.3 The most recently filed version or the version that applied at the time the agreement was concluded shall always apply.