

# GENERAL CONDITIONS VO B.V. 2012 INCOMPANY TRAININGS

## 1. Realisation of a contract

A contract is realised once VO B.V. has sent a written proposal to the customer and the latter has accepted, signed and returned the contract confirmation, which is included with the proposal.

## 2. Activities

The activities may consist of:

- a. execution;
- b. development, preparation and research;
- c. meetings;
- d. project management, project coordination and reporting;
- e. all other working activities that the customer has agreed upon with VO B.V.

The activities detailed above are charged on a basis of a half-day and/or hourly rate, that has been stated in the proposal. The first acquisition meeting is free of charge. One half-day generally consists of four working hours. A half-day *execution* consists of three working hours.

## 3. Limited Warranty

VO B.V. will to the best of their ability and to the requirements of professional standards adhere to the agreed working activities. The contractual obligations are characterised as effort based as opposed to purely performance based.

## 4. Training material

Standard training material is included in the price for training. For development of exercises and other non-standard material, separate rate agreements will be made between the customer and VO B.V.

## 5. Intellectual property

- a. The intellectual property of (teaching) materials, models, methods and instruments that are used during a training or coaching belong exclusively to VO B.V. Exceptions to this are:
  - an explicit different agreement, or
  - the intellectual properties belong to a third party who permitted VO B.V. to use these materials.
- b. The customer will not violate in any way the intellectual property of VO B.V. Particularly, the customer is not permitted to multiply, to publish, to lend or to use in any other way the training materials that contractor has used for delivery of the training, whether or not with financial compensation.
- c. The intellectual properties of training materials that VO B.V. specifically develops for the customer belong exclusively to VO B.V. The customer is not allowed:
  - to disseminate or to multiply the training material inside their own organisation, without prior permission of VO B.V.;
  - to use the training materials of VO B.V. to execute trainings for the company or to have trainings given by third parties, these being either external or internal parties.

## 6. Training accommodation and equipment

The customer is responsible for providing suitable training accommodation with a minimum of a flip over or a white board with marker pens, and a beamer. The customer will also be requested to provide additional equipment as necessary and as requested by VO B.V., for example recording and playback and/or audio equipment. Costs for accommodation and equipment is the responsibility of the customer.

## 7. Number of participants

The maximum number of participants per training is agreed between VO B.V. and the customer.

## 8. Booking of dates

Proposed dates are booked definitely after mutual consultation and written agreement by VO B.V.

## 9. Cancellations of entire contract or part of the contract

- a. Each cancellation by customer must be done in writing or by e-mail to the contact person at VO B.V., and will be confirmed by VO B.V. in writing or by e-mail.
- b. Contracts can be cancelled by the customer under the following conditions:
  - Parts of the contract (e.g. preparation, development etc.) that have been delivered at the time of the cancellation will always be invoiced according to the conditions originally agreed upon in the contract. The project coordination costs à € 78,- per group are always charged.
  - ≥ 4 weeks prior to the (first) delivery date of a contract: no costs for the customer, with exception of the costs mentioned in 1.
  - < 4 weeks prior to the (first) delivery date of a contract: 100% of the contract sum will be invoiced.

## 10. Rescheduling, postponing or changing a contract or part of a contract.

- c. Each request for rescheduling, postponing or change in delivery date must always be done by e-mail by customer to the contact person at VO B.V. and will be confirmed by VO B.V. in writing or by e-mail.
- d. If customer wishes to reschedule, postpone, or change a contract, this is only possible up to four weeks prior to the (first) delivery date:
  - For rescheduling, postponing or change of contracts or part of a contract we invoice € 52,- administration costs per group. These administration costs are additional to the project coordination costs à € 78,- per group.
  - Rescheduling, postponing or change of a contract or part of a contract by the customer is limited to two occasions:
  - The customer is obliged to plan the delivery of the rescheduled, postponed to changed contract within half a year of the original (first) date of delivery. If this is not met, 100% of the contract sum is invoiced.
  - If the customer wished to reschedule a contract or part of a contract more than twice, the third request is treated as cancellation and 100% of the contract sum will be invoiced.
- e. If the customer wishes to reschedule, postpone or change a contract within four weeks of the (first) delivery date of part of this contract, then this rescheduling, postponing or change is always treated as a cancellation and 100% of the contract sum will be invoiced.

### **11. Cancellation by VO B.V.**

In case of unforeseen circumstances VO B.V. may suggest cancelling a contract or refuse the customers' participation or participation of a customers' course member. Except in the circumstances that considerable interests of the customer are involved, the customer will accept this proposal. In this case, VO B.V. will credit any costs that have already been invoiced and paid to the customers' account.

### **12. Trainers**

- a. Trainers/consultants are obliged to comply to reasonable instructions of the customer in relation to the execution of work activities.
- b. VO B.V. may also advise in consultation with the customer to appoint a different trainer/consultant or alter the team of trainers/consultants. If such a change is made, it may not in any way reduce the quality of the trainers/consultants or have a negative effect on the continuity of the activity, neither will it increase the costs for the customer
- c. The customer can submit a well-argued request to alter a (team of) trainer/consultant. If VO B.V. considers this alteration to be relevant for an adequate execution of the training, VO B.V. will comply to this request. If VO B.V. and customer cannot reach an agreement, they will discuss the consequences for the contract.
- d. In case of illness of a trainer/consultant VO B.V. is obliged to find a replacement. VO B.V. will immediately contact the customer as to the replacement and as to the conditions. The professional level of the replacement should be similar to the expertise of the original trainer/consultant.
- e. If VO B.V. cannot find a replacement on time, then liability of VO B.V. is limited to the obligation to execute the contract at a mutually accepted time.

### **13. Evaluation**

All trainings are evaluated by VO B.V. unless different agreements have been made. The evaluation methods will be carried out as stated in the proposal.

### **14. Certificates**

VO B.V. will give out certificates at the end of a training, when agreed between VO B.V. and the customer.

### **15. Rates and costs**

- a. All rates and costs are exclusive of 19% VAT with the exception of the costs of an actor and the costs of books; these costs are exclusive of 6% VAT.
- b. The half-day rates are exclusive of travel and accommodation costs for the trainer and the actor. Travel is priced at € 0,36/km and is coasted from Badhoevedorp. If a trainer needs to have a night(s) accommodation either before the training or between training days, the customer is responsible for meeting these costs including breakfast, unless another agreement has been made between the customer and VO B.V..
- c. If an actor is needed during the training, this is coasted at an actors' half-day rate.
- d. A project coordinator is responsible for the logistics and other support that is necessary for the project. These standard activities consist of:
  - the planning of the project: (freelance) trainer, and if necessary actor;
  - providing training material;
  - sending out the pre-course questionnaires and preparation exercises to the contact person of the customer and distributing these to the trainer(s);

- sending out the evaluations and certificates and coordination with the customers' contact person for these activities.

For these standard activities VO B.V. charges € 78,- per training group of maximum 12 participants.

- e. VO B.V. can carry out additional project coordination activities such as:
  - registration of participants;
  - search for and reservation of accommodation;
  - compiling and organizing the groups;
  - monitoring the occupancy rate of the groups;
  - invitation and confirmation of participants;
  - providing attendance lists.

For these additional activities VO B.V. charges € 83,- per hour.

- f. The use of books is charged separately.
- g. If the customer is unable to provide (audiovisual) equipment that has been requested in the proposal, VO B.V. will provide the equipment. The use of (audiovisual) equipment will be charged separately.
- h. If the customer wishes to make use of the Birkman-questionnaire in a project, this will be charged separately.

## **16. Invoices**

Invoicing will take place on the first day of the training. The term of payment is two weeks. If the term of payment is exceeded, the customer is legally required to pay interest. The customer will also be obliged to pay debt collection, both judicial and non-judicial.

## **17. Vetron conditions**

VO B.V. applies the general conditions of the Institution of Training and Education in the Netherlands (Vetron).