

FP&P

General Terms & Conditions

Business Market



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shortcomings of these engaged persons or other third parties is excluded. FP&P may, on behalf of the client, accept conditions (including possible limitations of liability) applied by such third parties.

1. General

- 1.1. FP&P is a private company with limited liability, having its registered office in Leersum and its principal place of business in (3971 KD) Driebergen at Hoofdstraat 71, registered with the Chamber of Commerce under number 67086276. FP&P's services include training, coaching, workshops and consultancy. Extensive information on the offer can be found on the website of FP&P www.fpn.nl.

FP&P is a member of the Dutch Council for Training and Education (NRTO). FP&P acts in accordance with the NRTO code of conduct.

- 1.2. All offers made by FP&P, work carried out (follow-up) assignments and other legal relations with FP&P are subject to these general terms and conditions, unless explicitly agreed otherwise in writing. Deviation from these general terms and conditions is only possible in writing. Applicability of any general terms and conditions used by the client is excluded.
- 1.3. If any provision of these general terms and conditions is void or proves to be void, it shall be replaced by a valid provision that corresponds as closely as possible to the purport of the void or void provision. The parties will consult on the content of such a new provision. The other provisions of these general terms and conditions shall remain in full force and effect in such a situation.
- 1.4. If necessary for the execution of an assignment, FP&P may have certain work performed by third parties. The choice of these possible third parties to be engaged will be determined in consultation with the client as far as reasonably possible. FP&P's liability for errors and/or

2. Establishment of the agreement

- 2.1. All offers and quotations of FP&P are without obligation unless they contain a period for acceptance. If a non-binding offer is accepted by the client, FP&P has the right to revoke this offer within two working days of receiving the acceptance.
- 2.2. FP&P may grant the client an option. If this option is not accepted within the period set by FP&P, the option will expire and can no longer be invoked.
- 2.3. The agreement between FP&P and the client is established by the client signing the appropriate application form, the written confirmation signed by FP&P and the client or by confirmation by e-mail to the client of the application or assignment sent by e-mail.

3. Price and deposit

- 3.1. FP&P will charge the fees owed by the client by means of an invoice. The term of payment will be indicated on the invoice. The client may not invoke suspension or settlement. Objections to the amount of the invoices do not suspend the client's obligation to pay.
- 3.2. If the invoice is not paid on time, the client will be in default without further notice and FP&P will be entitled to charge 1.5% default interest per month, unless the legal interest rate is higher in which case the legal interest rate applies. The interest on the amount due will be calculated from the moment the client is in default until the moment the full amount has been paid. In the event of failure to pay on time, client shall also be liable for all judicial and extrajudicial costs reasonably incurred with a minimum van 15% van het openstaande factuurbedrag. Daarnaast is FP&P bij overschrijding van

the term of payment, shall be entitled to discontinue or suspend all work for the client with immediate effect, without being liable for any resulting damage.

- 3.3. All amounts are exclusive of sales tax (VAT), unless specifically stated otherwise.
- 3.4. Any travel, arrangement and/or accommodation expenses are not included unless otherwise expressly agreed in writing.
- 3.5. FP&P is entitled to index prices annually in accordance with the price index figures of the Central Bureau of Statistics (CBS).

4. Training materials

- 4.1. FP&P will deliver the training materials to the client in a timely manner prior to the start of the program.
- 4.2. Improper or damaged training materials will be promptly replaced by FP&P at no charge.
- 4.3. All terms of delivery of training materials used by FP&P are established to the best of FP&P's knowledge based on information known to FP&P at the time the agreement was entered into. FP&P is not responsible for the services of third parties involved in delivery.
- 4.4. FP&P is not bound by delivery deadlines that cannot be realized due to unforeseen circumstances that occurred after the agreement was entered into.

5. Exam/certificate

- 5.1. If applicable, the participant will receive a certificate (online) (proof of participation) upon completion of the respective program.

6. Invoicing

- 6.1. **Open Enrollment:** Invoicing will occur four weeks prior to the start of training.
- 6.2. **InCompany Training and Customized Programs:** Invoicing takes place immediately upon completion of the training or customized program.
- 6.3. **Coaching Processes:** Invoicing will take place after the 1st conversation.

7. Cancellation

- 7.1. **Open Registration:** Up to 1 month before the start of the training course, it can be cancelled free of charge.

In case of cancellation 1 month or less before the start of the training, 100% of the participant fee is due. In this case, after payment of the participant fee due, the participant in question will be placed on the reserve list for the training in question for 1 year. However, there is no guarantee that the participant in question will actually be able to participate in that training during that year.

In case of cancellation a substitute may take the place of the participant after consultation with FP&P. Replacement after the start of the training is not permitted.

If in the context of the training FP&P has booked hotel accommodation, and this is not cancelled on time by the client, the costs will be charged directly to the client by the hotel, unless the hotel still rents the accommodation in question to another party.

FP&P is at all times entitled to cancel a training course for any reason. In this case the client is entitled to a refund of the full amount paid by FP&P.

7.2. InCompany Courses and Customized Programs: In case of cancellation up to 1 month before the start, the actual costs incurred by FP&P (to be specified by FP&P) will be due, including in any case an amount of € 225 for administration/ cancellation costs;

In case of cancellation within 1 month before commencement until 2 weeks before commencement 50% of the agreed total amount, as well as the actual costs incurred by FP&P (to be specified by FP&P), will be due, including in any case an amount of € 225 in administration/ cancellation costs;

In case of cancellation within 2 weeks before commencement 100% of the agreed total amount, as well as the actual costs incurred by FP&P (to be specified by FP&P) will be due, including in any case an amount of € 225,- for administration/ cancellation costs;

7.3. Coaching Trajectories: If cancelled within 2 business days before the start of the coaching session in question, 100% of the price is due.

8. Liability

8.1. Any liability of FP&P arising out of or in connection with an attributable shortcoming or wrongful act, or based on any other legal ground, is limited to the amount paid out by FP&P's liability insurer, plus the excess under that insurance policy.

8.2. If the insurer does not pay out in a case for whatever reason, all liability is limited to the amount FP&P received from the client for the work in connection with which the damage occurred. The client is only entitled to claim FP&P for this limited amount.

8.3. FP&P is furthermore not liable for damages, of any kind, resulting from

incorrect and/or incomplete information provided by the client.

8.4. FP&P is in no case liable for indirect damages suffered by the client, including consequential damages, lost profits, missed savings and damages due to business interruption.

8.5. All claims of the client shall expire 12 months after the work for the purpose of the assignment to which such claims relate has been performed.

8.6. The Client shall indemnify FP&P for claims by third parties that are in any way related to the assignment and/or the use of rooms at FP&P and shall reimburse the costs reasonably incurred by FP&P in connection therewith, unless there is intent or gross negligence on the part of FP&P.

9. Termination

FP&P has the right to terminate any agreement or other legal relationship between FP&P and the client with immediate effect or to suspend its obligations, without being liable for damages, if the client:

- Does not or not completely fulfill his obligations
- Has applied for suspension of payment or bankruptcy
- Is in such circumstances that FP&P has good reason to fear that the client will not fulfil his obligations.

10. Complaints

Complaints are treated seriously. Complaints can be submitted via the website. FP&P intends to answer the complaint as soon as possible and to your full satisfaction. Complaints will be answered within ten working days from the date of receipt. If the complaint requires a longer processing time, people will be informed. Complaints will be handled confidentially. Complaints will be archived after completion. In the event of a

dispute, FP&P will conform to the judgment of the appellate authority and ensure prompt resolution of any consequences.

11. Intellectual Property

- 11.1. All intellectual property rights, including copyright, to all documents made available or delivered by FP&P to the client, such as course materials, advice, brochures, etc., belong exclusively to FP&P, unless otherwise indicated.
- 11.2. Without the express written permission of FP&P, the client may not publish this material, or any part thereof, or reproduce it in any other way.

12. Confidentiality

- 12.1. FP&P and client will keep confidential all confidential information about each other and regarding the assignment that they have obtained.
- 12.2. In particular, FP&P undertakes to keep confidential all the client's confidential information and trade secrets that come to FP&P's attention or are brought to FP&P's attention in the context of the assignment.

13. Applicable law and competent court

- 13.1. All agreements and legal relations with FP&P are governed exclusively by Dutch law.
- 13.2. All disputes will be submitted exclusively to the competent court in Utrecht, the Netherlands.

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Route in Google Maps
Je kan parkeren achter ons kantoor.

Being Rock Solid in Being Yourself

Do you want to become rock solid in being yourself? Solid as a rock in how you feel, what you think and how you act. Close to the authentic you! Do you want to find out what your boons and banes are? It is all about making sure you choose the right path that brings you closer to your goals.

We do not follow beaten paths – we create a new path together. One that has space for your wishes and aspirations so you can move forward with purpose. Amazing goals are not achieved overnight – they require courage and love.

Our Mission

We aim to be a steppingstone towards a better world. We do this by moving you and your team forward.

