

Terms and conditions training

1. Definitions

- 1.1. **Agreement:** the agreement between the Contractor and the Client to purchase one or more Training Products from the Contractor.
- 1.2. **Contractor:** LYDIA Connect, established in Amersfoort, 3826AC, at Markenhaven 49 and registered in the trade register of the Chamber of Commerce under number 71657088.
- 1.3. **Training product(s):** the course or training offered by the Contractor.

Current offering (April 2021):

- Masterclasses (3 hours)
 - TL in 3 hours
 - Team culture
 - Personal leadership
 - Team communication
 - Organisational leadership
 - Organisational growth
 - Making growth lasting
 - Training (various)
 - TL on location
 - Live training (2 days)
 - Cultural change (7 parts of the day)
 - TL online (4 parts of the day)
- 1.4. **In Company and Tailor-made projects:** all Training Products that are offered tailor-made to a Client.
 - 1.5. **Individual Guidance and Coaching:** a Training Product of the Contractor that is not given to a group, but to an individual.
 - 1.6. **Open Registration(s):** any registration by a Client for a Training Product that is not tailor-made and that is open to registration for everyone.
 - 1.7. **Client:** the Contractor's client. Clients can be:
 - a. Companies that commission the Contractor to take care of In Company and Tailor-made projects for employees.
 - b. Natural persons who participate (in the exercise of a profession or business) in a Training Product of the Contractor through an Open Registration.

1.8. **Terms and conditions:** these general terms and conditions.

2. Applicability and the amendment of Conditions

2.1. Unless otherwise agreed in writing, the Terms apply to all agreements with the Client and to additional assignments and follow-up assignments.

2.2. The applicability of any purchase conditions or other conditions of the Client is explicitly rejected.

2.3. The Contractor is entitled to change the Terms. Changes to the Terms also apply to existing agreements. The Contractor will announce changes to the Terms on www.lydiaconnect.com. The amended Terms shall enter into force one month after publication, or as much later as specified in the notice.

3. Rates general

3.1. Payment of invoices from the Contractor must be made within fourteen days of the invoice date, unless otherwise stated on the invoice.

3.2. The Contractor is entitled to suspend its obligations towards the Client, including but not limited to the Participation of the Client in a Training Product of the Contractor, as long as the Client has not fulfilled all (payment) obligations.

4. Rates In Company and Tailor-made projects, Individual Guidance and Coaching

4.1. The parties may agree on a fixed price upon the conclusion of the Agreement.

4.2. If no fixed price is agreed, the fee will be determined on the basis of the hours actually spent. The fee is calculated according to the Contractor's usual hourly rates, applicable for the period in which work is performed, unless a different hourly rate has been agreed.

4.3. The Contractor will make an interim declaration of the work monthly or per partial assignment unless there is a small assignment in which case the Contractor will proceed with the expenses claim at the end of the assignment.

4.4. The Contractor is permitted to change the rates every six months in the context of a complete tariff change, with the understanding that new rates must be communicated to the Client at least one month before coming into force.

4.5. The Contractor is entitled to pass on rate increases if, between the time of offer and delivery, the rates with regard to e.g. wages have increased.

4.6. The Contractor may increase the fee if, during the execution of the work, it appears that the originally agreed or expected amount of work was insufficiently estimated at the conclusion of the Agreement that the Contractor cannot reasonably be expected to perform the agreed work at the original agreed fee. In that case, the Contractor will inform the Client of the intention to increase the fee or rate. The Contractor will indicate the extent of and date on which the increase will take effect.

- 4.7. Time, travel and subsistence costs related to transport and overnight stay of employees of the Contractor in the context of the assignment can be invoiced by the Contractor to the Client.
- 4.8. If work is carried out by the Contractor or third parties engaged by the Contractor in the context of the assignment at the Client's location or a location designated by the Client, the Client shall take care of the facilities reasonably desired by those employees free of charge.

5. Rates Open Registrations

- 5.1. The Contractor invoices Clients of Open Registrations immediately after registration regardless of the starting date of the Training Product.
- 5.2. Payment must have been made at all times before the start date of the Training Product.
- 5.3. Any other assignment-related costs and administration and agency costs can be charged by the Contractor to the Client.

6. Engaging third parties and replacing teachers/trainers

- 6.1. If and to the extent that proper execution of the Agreement requires this, the Contractor has the right to have certain activities performed by third parties.
- 6.2. The Contractor may, in consultation with the Client, change the composition of the assignment management or the assignment team, if it considers that this is necessary. The change must not be at the expense of the quality of the Training Product and must not affect the continuity of the work.

7. Non-competition

- 7.1. Neither party may employ or negotiate employment with an auxiliary person (e.g. a freelancer) of the other party during the execution of the assignment and within one year of the end of the Agreement.

8. Intellectual property rights

- 8.1. All intellectual property rights, including but not limited to copyright, database law, trademark law, trade name law or patent law, and other rights to and in connection with the course material are vested in the Contractor, the teacher and/or third parties.
- 8.2. The Client is not permitted to reproduce or disclose course material in whole or in part without the prior written permission of the rightsholder.
- 8.3. The course material only applies to the Client's own use. The Client guarantees that its employees also personally commit to comply with this condition.
- 8.4. Nothing in this Agreement can be construed as a transfer of intellectual property rights in relation to course materials.

9. Confidentiality/confidential information

- 9.1. Both parties are obliged to maintain the confidentiality of all confidential information they have obtained from each other or from other sources under the Agreement.
- 9.2. The Contractor will only use the confidential information to (continue to) inform the Client about Training Products or related information.

10. Personal data

- 10.1. The Contractor uses the personal data received by the Client to inform the Client about Training Products.
- 10.2. The Contractor processes the personal data provided by the Client in accordance with the Contractor's privacy policy. The Contractor guarantees that the data subjects whose personal data are provided have been informed about the processing of their data by the Client.

11. Cancellation

- 11.1. In case of cancellation of Open Registrations from the date of registration up to four weeks before the actual start of the assignment, an amount of € 50 administration and cancellation costs will be invoiced to the Client. In case of cancellation within four weeks before the actual start of the assignment, 50% of the training costs and the hotel and/or conference centre costs that cannot be cancelled will be invoiced to the Client. In the event of cancellation within one week before the actual start of the assignment, 100% of the training costs and the non-cancellable hotel and/or conference centre costs will be invoiced to the Client.
- 11.2. In the event of a change of the starting date at the request of the Client up to three weeks (national) or two months (international) before the actual start of the assignment, an amount of € 250 administration and cancellation costs will be invoiced to the Client and the flight and/or hotel and/or conference centre costs that cannot be cancelled. If the starting date is changed at the request of the Client within three weeks (national) or two months (internationally) before the actual start of the assignment, 100% of the training costs and the flight and/or hotel and/or conference centre costs that cannot be cancelled will be invoiced to the Client.
- 11.3. In the event of cancellation, the Client can provide a replacement, provided that this is communicated to the Contractor in a timely manner and provided that the replacement fits within the target group of the relevant training.
- 11.4. It is not permitted to miss part of the assignment without the Contractor's permission. If the Client receives permission from the Contractor to miss part of the assignment, costs resulting from this will be borne by the Client in accordance with the Contractor's applicable part-day rate.

- 11.5. In the event of cancellation or modification of In Company–Tailor-made projects within two months (national) or three months (international) before the actual start of the assignment, all actual costs incurred by the Contractor and to be specified by the Contractor will be invoiced to the Client. In the event of cancellation or modification within four weeks before the actual start of the assignment, 50% of the total amount of the first agreed delivery period will be invoiced to the Client. In the event of cancellation or modification within two weeks before the actual start of the assignment, 100% of the total amount of the assignment will be invoiced to the Client.
- 11.6. If costs have been incurred for participation by the Contractor for flight and/or hotel and/or conference venue, all costs charged to the Contractor by the airline and/or the hotel and/or conference venue will be invoiced to the Client.
- 11.7. Cancellation per block of consecutive days is possible, the conditions mentioned under article 11.5 apply. Depending on the moment of cancellation or change as mentioned in article 11.5 the actual costs incurred or 50% or 100% of the total amount of the payment term agreed for that block will be invoiced to the Client.
- 11.8. Cancellation or modification of Individual Guidance and Coaching can take place free of charge up to five working days prior to the scheduled appointment. In case of cancellation or change between four working days and two working days prior to the scheduled appointment, 50% of the quotation amount will be invoiced to the Client. In case of cancellation or change less than two working days prior to the scheduled appointment, 100% of the quotation amount will be invoiced to the Client.

12. Liability

- 12.1. Although the utmost care has been taken with regard to the content of Contractor Training Products and course materials, the Contractor cannot guarantee the absence of errors in or the completeness of the Contractor's Training Products and the course material. The Contractor and the teachers/trainers are not liable for such errors or incompleteness, to the maximum extent permitted by applicable law.
- 12.2. Except for intent or deliberate recklessness on the part of the Contractor, the Contractor is not liable for any damage whatsoever that the Client in connection with participation in a Training Product of the Contractor or under the Agreement.
- 12.3. If the Contractor should be liable for any damage, the Contractor's liability is limited to a maximum of the invoice value of the assignment to which the liability relates.
- 12.4. The Contractor is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business stagnation.
- 12.5. The Client indemnifies the Contractor against any claims of third parties, who suffer damage in connection with the execution of the Agreement and which is attributable to the Client.

13. Force majeure

- 13.1. Illness and temporary or permanent incapacity for work of the Contractor relieves the Contractor of the fulfilment of the agreed delivery period or of his delivery obligation, without the Client being entitled to compensation.

- 13.2. If the force majeure situation lasts longer than three months, each of the parties is entitled to dissolve the Agreement, without obligation to pay compensation for damage to the other party.
- 13.3. For as much as the Contractor 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 fulfilled or to be fulfilled is independent value, the Contractor is entitled to declare the part already fulfilled or to be fulfilled separately. The Client is obliged to pay this expense claim as if it were a separate agreement.

14. Complaints

- 14.1. Complaints about the Contractor's services can be submitted by the Client by e-mail via the e-mail address monique@lydiaconnect.com. The Client can also contact Monique Fahner-Harinck about complaints via telephone number +31 6 2862 5614.
- 14.2. The way in which complaints are handled is described in the Contractor's complaints procedure which can be found on the Contractor's website: <https://lydiaconnect.com/complaints/>.
- 14.3. The Contractor will confirm receipt of complaints in writing to the complainant within five working days.

15. Applicable law

- 15.1. All legal relationships to which the Contractor is a party are exclusively governed by Dutch law, even if an obligation is executed in whole or in part abroad or if the party involved in the legal relationship is domiciled there.
- 15.2. The Central Netherlands District Court, location Amersfoort, has exclusive jurisdiction to hear disputes, unless the law requires otherwise.
- 15.3. The parties will only appeal to the court after they have made every effort to settle a dispute by mutual agreement.