

## De Communicatiekaravaan, April 2015

Presenting with Impact is part of De Communicatiekaravaan.

# **Delivery terms De Communicatiekaravaan**

#### 1. General

- 1.1. the ones that form an agreement with "De Communicatiekaravaan" will be referred to as "client" hereafter. "De Communicatiekaravaan" will be referred to as "CK" hereafter.
- 1.2. these delivery terms are part of every agreement that "CK" concludes with clients.

#### 2. Quality

- 2.1. "CK" is obliged to deliver good work in compliance with the professional standards. The preparation and execution of the work will be done to the best ability of "CK's" trainers.
- 2.2. "CK" is not responsible for the quality delivered by third parties. For instance the quality of the training space or the quality of the catering.

## 3. Assignment

- 3.1. "CK" confirms assignments in writing. This will happen by sending a Cost Break Down to the client or a written e-mail confirmation.
- 3.2. for clients that would like to cancel an assignment, the following conditions apply.
- · by cancellation 3 months prior to the start date of the training, "CK" will charge a third of the total amount.
- · by cancellation 6 weeks prior to the start date of the training, "CK" will charge two/thirds of the total amount.
- · by cancellation shorter than 6 weeks prior to the start date of the training, "CK" will charge the total amount.

# 4. Circumstances beyond control

- 4.1. circumstances beyond control refers to the situation if one or more trainers are not present at the agreed location and time.
- 4.2. in circumstances beyond control "CK" will do everything in its power to find another location and trainer. If "CK" does not succeed to arrange another location and trainer at the agreed time and a new location within a 50 kilometre range, it will give the client the right to cancel the training without costs.
- 4.3. in case of cancellation as mentioned in this article "CK" will not be held responsible for any consequential damages to the client that may result from this situation.

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### 5. Confidentiality

5.1. "CK" will treat all the personal information that participants provide as strictly confidential. "CK" will not provide personal information to third parties, except if this is legally obliged.

5.2. "CK" treats all company- or work related information that participants make public during the training in a confidential manner. "CK" will not provide company- or work related information from participants to third parties. Excluding legal obligations.

# 6. Copyright

6.1. On all used "Presenting with Impact" documentation the copyright of Mabel Frumau is valid. Participants may only copy the used documentation for their own purposes and with a clear statement of its source.

#### 7. Payments

- 7.1. Clients need to fulfill their payment obligations within 3 weeks after the invoice date.
- 7.2. Clients need to transfer the payment to the following bank account NL 04 ABNA 052 80 19 406 'De Communicatiekaravaan' in Amsterdam.

# 8. Complaints

- 8.1. In case of a complaint "CK" will appeal to an independent third party Mevr. H. Koggel (Recruiter VSO). This independent party is also mentioned on the <u>website</u> of Presenting with Impact <u>www.presentingwithimpact.nl</u>. This independent party has no interests in "CK".
- 8.2. Clients that have a complaint about a training of Presenting with Impact can make this directly known to "CK" by sending an e-mail to <a href="mailto:info@presentingwithimpac.nl">info@presentingwithimpac.nl</a> or dial o6-245.97.282.
- 8.3. "De Communicatiekaravaan" and complainant will first attempt to resolve the complaint amongst themselves, before they will turn to the independent third party; The Complaint will contain a description of the fact to which the complainant opposes, as well as a motivation of the complaint and a description of the desired result.
- 8.4. "CK" will, within a week, send a confirmation of the receipt of the complaint to the complainant. "CK" will respond within two weeks to resolve the complaint amongst complainant and "CK". In case "CK" needs more time to come to a solution, CK will inform the complainant within two weeks after the complaint was submitted. The delay will be accompanied with an explanation for the delay. CK will also give an indication of the term in which the answer will take place.
- 8.5. CK will treat complaints in a confidential manner. The exact nature of the complaint will only be made known between the complainant and CK.
- 8.6. Complaints and the way in which they were handled will be preserved by CK for a period of two years.
- 8.7. In case CK and complainant cannot reach an agreement the third independent party will be brought in. This means that the final judgement of the third independent party will be binding.



8.8. Dutch law is applicable. If the procedure to deal with the complaint did not lead to a satisfactory solution, the judge in the region of CK or complainant or his/her deputy will be the obvious judge to settle the dispute.