

Simoons & Company (KvK 32146771), located at the Scheggertdijk 30, 7218 NB te Almen, The Netherlands, hereinafter referred to as: Simoons & Company, is a sole proprietorship with the objective to guide, advise, educate & coach persons and businesses in the field of strategic alliances.

1) General

These terms and conditions apply to any quotations, activities and agreements in which Simoons & Company provides services and/or products (hereinafter referred to as: the activities) on behalf of her clients, respectively their legal successors.

Unless explicitly agreed otherwise between Simoons & Company and the client in writing, these terms and conditions apply to all activities of Simoons & Company, to the exclusion of any other terms and conditions.

All quotations are free of obligation and valid for 30 days, unless stated otherwise and unless the quotation is withdrawn before acceptance.

The offering of a quotation and the acceptance of the activity occur based on the information provided by the client. If after commencement of the agreement, the client obtains new relevant and/or essential information, this information has to be provided immediately to Simoons & Company by the client. In that case, Simoons & Company reserves the right in agreement with the client to either terminate the agreement or adjust it and charge extra for any additional activities, or formulate a new quotation and activity with reservation of the rights of already delivered activities.

The client guarantees that all essential information for the execution of the activities is provided. Simoons & Company will execute the activities to be provided to the best of her ability and in accordance with the requirements of good practice. To that end, Simoons & Company has an obligation of best intents.

If activities are performed in the framework of the commission, by Simoons & Company or third parties engaged by Simoons & Company, at the location of the client or at a location designated by the client, the client will provide the reasonably required facilities by either Simoons & Company or the third party free of charge.

Simoons & Company regards all activities of the client as exclusively entrusted to her, also if it is the explicit or tacit intention that a certain person will actually perform an activity.

Deviations from these terms and conditions and/or agreement are only valid if these have been agreed in writing.

If uncertainty exists regarding the interpretation of one or more provisions of these terms and conditions, then the explanation must be found taking into consideration the purpose and tenor of these provisions.

If situations arise, between parties, which are not regulated in these terms and conditions, such a situation should be assessed taking into consideration the purpose and tenor of these terms and conditions.

If Simoons & Company does not always require strict compliance of these terms and conditions, this does not mean that her provisions are not applicable, or that Simoons & Company would lose in any degree the right to demand strict observance of the provisions of these terms and conditions in other cases.

If a provision in the agreement and/or terms and conditions should be void or voided, this will not affect the validity of the entire agreement/terms and conditions. The parties will in such a case engage in dialogue in order to agree (a) new provision(s) to replace the void or voided provision(s), as much as possible in taking into consideration the purpose and tenor of the original agreement/ terms and conditions.

2) Deadlines and Turnaround Times

All, by Simoons & Company stipulated time frames and turnaround times will be observed as closely as possible. Simoons & Company is however not bound by time frames that, due to circumstances happening after entering into the agreement, cannot be met. The agreed upon or specified time frames are never a final deadline. If Simoons and Company exceeds a time frame; the client is required to give Simoons & Company notice of default in writing. A reasonable term will then need to be offered to allow Simoons & Company to still fulfill the agreement.

If the time frame has been exceeded, Simoons & Company is not liable for any (other) damage unless the exceeding can be attributed to intent or gross negligence on the part of Simoons & Company.

If the client does not or insufficiently comply with the obligations described in the agreement or other cooperation required by Simoons & Company, Simoons & Company is entitled to suspend the execution of the agreement until the client does fulfill the obligations.

3) Intellectual Property Rights and Rights of Use

All intellectual property rights in respect to and resulting from the activities performed by Simoons & Company, are vested solely in Simoons & Company. Only in the case of licensed trainings other agreements can be made about this.

4) Rates and Fees

For all activities to be undertaken by Simoons & Company for the benefit of the client, the client owes a compensation to be calculated based on real costs incurred using the then applicable rates and costs as used by Simoons & Company, unless explicitly agreed upon otherwise in writing.

Simoons & Company notifies the client of the relevant rate before the commencement of the activities. Not included in this rate are VAT, other charges prescribed by government authorities and possible contracting costs, these include travel time, travel and accommodation costs, shipping and handling costs, unless stated otherwise. These costs will be charged separately and specified to the client at the moment that these costs are due.

5) Terms of Payment

Unless explicitly agreed otherwise all engagements will be invoiced and have to be paid upon agreement. The engagement will only commence when payment has been received. The client can cancel an engagement with written notice at least 14 days prior to the commencement of the workshop. Simoons & Company will in that case return 50% of the engagement fee. No refund is applicable if a cancellation is received less than 14 days prior to commencement. For open enrollment workshops, if declared in advance, an alternative participant is allowed to participate without additional costs being charged for this.

All amounts owed by the client are expressed in Euros and will be increased with VAT and any other charges prescribed by government authorities. All amounts owed by the client will be paid, without discount, suspension or settlements by transfer to the account indicated by Simoons & Company. After the due date, the client will owe statutory commercial interest, without requiring formal notice of default.

If the client falls short in meeting one or more of his commitments, then all reasonable costs incurred in obtaining satisfaction, shall be for his account, judicial as well as extrajudicial.

If more than one client has awarded the commission, all the clients shall be severally liable for compliance with the commitments as indicated above, regardless of the party named in the invoice or the agreement.

6) Involvement of Third Parties

Simoons & Company is authorized to make use of mediation or services of by her engaged and commissioned third parties, in the framework of executing the commission of the client, if a correct or efficient execution of the commission of the client requires so in the judgment of Simoons & Company. Simoons & Company will, in case as part of a commission third parties are engaged, observe due care by selection of third parties.

7) Force Majeure

Simoons & Company shall not be held to fulfill any of her obligations towards the client if she is hindered to do so due to a circumstance through no fault of her own and which cannot be attributed to her by virtue of law, a legal act or generally accepted practice ("force majeure").

In addition to the provisions of the statutory law and the case law in this respect, force majeure shall in the present general terms and conditions furthermore be understood to be any external circumstance, be it envisaged or not, on which Simoons & Company cannot have any influence, but which prevents Simoons & Company from fulfilling her obligations, including strikes in the company of Simoons & Company or third parties. Simoons & Company shall also be entitled to invoke force majeure if the circumstance rendering (further) fulfillment of the obligation(s) impossible, commences after the point in time on which Simoons & Company should have fulfilled her obligation.

Throughout the duration of the circumstances of force majeure, Simoons & Company shall be entitled to suspend the fulfillment of her obligations. If this period lasts for more than two months, either of the parties shall be entitled to dissolve the agreement without any obligation to pay the other party damages.

Insofar Simoons & Company has already partially fulfilled her obligations resulting from the agreement at the moment the circumstance of force majeure commenced or shall be able to partially fulfill them and insofar separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, Simoons & Company shall be entitled to invoice the part already fulfilled or still to be fulfilled respectively. The client shall be held to pay this invoice as if there were a separate agreement.

8) Termination or Dissolution of the Agreement

The parties can unilaterally terminate the agreement prematurely if one of them considers that the execution of the commission can no longer take place in accordance with the agreement and any later additional agreements. The other party must be informed of this in writing, stating reasons. Simoons & Company may make use of the possibility of terminating the agreement prematurely if the completion of the commission cannot reasonably be carried out as a result of the facts and circumstances that cannot be attributed to him.

If the client proceeds to premature termination, Simoons & Company has a right to compensation for capacity utilization loss. In determining the extent of the losses, the average declaration amount per month will be used as a guiding principle.

In case of premature termination or in case of dissolution, Simoons & Company retains the possibility to claim the payment of the invoice for activities carried out up to that time. In case of premature termination or dissolution of the agreement, any prepaid amounts will not be refunded.

In the case that one of the parties is declared bankrupt, requests a suspension of payments or ceases its business activities, the other party has the right to terminate the agreement without observing a period of notice, while retaining rights come into existence before the moment of termination.

9) Confidentiality

Both parties are required to maintain confidentiality with respect to all information and data provided by the other party with respect to third parties. Both parties must take all the precautionary measures necessary to protect the interests of the other party.

Simoons & Company reserves the right to use the name of the client for reference purposes.

10) Liability and Warranty

Simoons & Company can only be held liable for shortcomings in the execution of the agreement that can be attributed to her, to the extent explicitly indicated in this article and also to the extent she is not exercising the care of a good contractor. However, the way the client uses advices given by Simoons and Company will under all circumstances be for the account and risk of the client.

The total liability of Simoons & Company for the damages caused by shortcomings attributable to her shall not exceed the value of (the part of) the omitted performance. The liability of Simoons & Company shall also not exceed the amount of the compensations that Simoons & Company has received for the activities related to the agreement. For commissions with a turnaround time of more than ¼ of a year, a further restriction applies of the here referred to liability, up to a maximum of the invoice amount of the last three months.

Any claims of the client as mentioned above must be submitted in writing within 30 days after the notice of default at the office of Simoons & Company, in the absence of which any alleged claim shall be regarded as lost.

Liability of indirect or consequential damage, also including loss of turnover or profits is always excluded.

The client indemnifies Simoons & Company against any claims made by third parties (including claims for reasonable costs of legal assistance), in any way arising out of or related to the activities undertaken by Simoons & Company for the client, except where such claims arise from intent or gross negligence by Simoons & Company.

This restriction of liability is also valid relating to third parties engaged by Simoons & Company, who therefore can directly refer to this liability restriction.

11) Applicable Law

All disputes that may arise in connection with the execution of the agreement or further agreements, which could be resulted from this, are subject to Dutch law and shall be settled by a competent court in the district of the seat of Simoons & Company.

Parties shall only refer the matter to the court if she has done her utmost to solve the dispute in mutual consultations.

12) Changes to the Terms and Conditions

Binding is the last lodged version of these terms and conditions or the version that was applicable at the time when the agreement was entered into.

These terms and conditions will remain in force if Simoons & Company changes her name whole or in part, her legal structure or ownership.

These terms and conditions will be sent free of charge upon request and are published on the website:
www.petersimoons.com/general-terms