

**Article 1. Definitions**

1. **Client:** the natural or legal person who has commissioned Ygeia Academy to provide services.
2. **Contractor:** Ygeia Academy, established in Gouda, registered with the Chamber of Commerce under number 63383128.
3. **Agreement:** the agreement between the Client and the Contractor regarding the provision of services by the Contractor.

**Article 2. Applicability of these Terms and Conditions**

1. These general terms and conditions apply to all offers, assignments and Agreements between Contractor and Client, unless otherwise agreed in writing.
2. Any purchase or other conditions of Principal are expressly rejected.

**General Conditions****Article 3. Quotations and Offers**

1. All quotations of Contractor are without obligation and valid for 30 days, unless otherwise indicated.
2. An Agreement is concluded at the time the tender or order confirmation signed by the Client is received and accepted by the Contractor.
3. Contractor cannot be held to its quotations or offers if the Client can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or clerical error.

**Article 4. Rates and Payment**

1. The rates for the services are set out in the quotation or order confirmation.
2. Payment shall be made within 14 days of the invoice date, unless otherwise agreed in writing.
3. For trainings, payment by invoice must be made at least 7 days before the start of the training, unless otherwise indicated.
4. If Client fails to pay an invoice on time, Client shall be in default by operation of law. Client shall then owe statutory interest. The interest on the amount due will be calculated from the moment Client is in default until the moment of payment of the full amount due. All costs incurred by Contractor to collect the claim shall be borne by Principal.
5. The prices quoted by Contractor are exclusive of VAT and other government levies, unless otherwise indicated.

**Article 5. Performance of the Services**

1. The Contractor shall perform the Agreement to the best of its knowledge and ability.
2. If and to the extent required for a proper execution of the Agreement, the Contractor has the right to have certain work performed by third parties.

**Article 6. Cancellation and amendments**

1. Cancellation of an assignment by the Client must be in writing.
2. For cancellation within 14 days before the commencement of the services, Client shall owe 50% of the agreed fee. In the event of cancellation within 7 days before the commencement of the services, Client shall owe the full agreed fee.
3. Changing the date or location of the services can be done free of charge up to 14 days before the start of the services, unless otherwise agreed.

**Article 7. Liability**

1. Contractor is not liable for damages, of any nature whatsoever, arising because Contractor has relied on incorrect and / or incomplete information provided by the Client.
2. The Supplier's liability is limited to the amount paid out under the Supplier's professional liability insurance in the case in question.

**Article 8. Intellectual Property**

1. The Contractor reserves the rights and powers to which it is entitled under the Copyright Act.
2. All documents provided by the Contractor, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are exclusively intended for use by the Client and may not be reproduced, disclosed, or disclosed to third parties without the prior consent of the Contractor.

**Article 9. Confidentiality**

1. Both parties are obliged to keep confidential all confidential information which they have obtained from each other or from other sources in the context of their Agreement.
2. Information is considered confidential if it has been communicated by the other party or results from the nature of the information.

**Article 10. Applicable Law and Disputes**

1. All legal relationships to which the Contractor is a party shall be governed exclusively by Dutch law.
2. Disputes arising from or related to the Agreement will be submitted exclusively to the competent court in the district where the Contractor is based.

**Article 11. Final provisions**

1. The Contractor is entitled to amend these General Terms and Conditions. Amendments will take effect 30 days after written notification to the Client.
2. If any provision of these general terms of conditions proves to be void or voidable, this shall not affect the validity of the remaining provisions.

Gouda, July 2024