

# GENERAL TERMS AND CONDITIONS

## CHIEF HOSPITALITY

### Article 1. Definitions

- 1.1. In these general terms and conditions, the following terms are used in the following sense, unless expressly stated otherwise or the context shows otherwise:
  - a. Chief Hospitality: the user of these general terms and conditions: Chief Hospitality part of JFDI Holding B.V. established in Hilversum, registered with the Chamber of Commerce under Chamber of Commerce number: 56.355955;
  - b. customer: the natural or legal person who enters into an agreement with Chief Hospitality;
  - c. agreement: the agreement between Chief Hospitality and the customer;
  - d. participant: the person who participates in a training/keynote, as well as the person for whom the customer has entered into the agreement with Chief Hospitality;
  - e. training/keynote: the training/keynote, the presentation, the consultation, the workshop, the coaching activity, etc. provided by Chief Hospitality;
  - f. employee: the natural person who executes the agreement on behalf of Chief Hospitality; materials: all advice, concepts, quotations, teaching materials or (electronic) files developed or made available by Chief Hospitality.

### Article 2. General

- 2.1. These general terms and conditions apply to all quotations, offers and agreements regarding the performance of work by Chief Hospitality to the customer and furthermore to all (other) legal acts between Chief Hospitality and the customer, including negotiation and other pre-contractual situation.
- 2.2. These general terms and conditions also apply to all agreements with Chief Hospitality for the execution of which third parties must be involved.
- 2.3. The applicability of any purchase or other conditions of the customer is expressly rejected.
- 2.4. If one or more provisions of these general terms and conditions are null and void or should be annulled, the other provisions of these general terms and conditions remain fully applicable. The void or annulled provisions will be replaced by Chief Hospitality, taking into account the purpose and scope of the original provision(s) as much as possible.
- 2.5. If Chief Hospitality does not always require strict compliance with these general terms and conditions, this does not mean that the provisions thereof do not apply, or that Chief Hospitality would lose the right to demand strict compliance with the provisions of these general terms and conditions in other cases.

### Article 3. Offers and quotations

- 3.1. All quotations and quotations made by Chief Hospitality are without obligation.
- 3.2. The customer guarantees the correctness and completeness of the requirements and specifications of the performance specified by or on behalf of him to Chief Hospitality and other data on which Chief Hospitality bases his offer or quotation.

- 3.3. Obvious errors or mistakes on the website, in quotations, publications, e-mail messages or agreements of Chief Hospitality do not bind Chief Hospitality.
- 3.4. All that is provided by Chief Hospitality in the context of an offer remains its inalienable property and must be returned by the customer without delay at the first request of Chief Hospitality.

#### **Article 4. Conclusion of the agreement**

- 4.1. The agreement is concluded at the moment that the customer has accepted the offer from Chief Hospitality in writing or via e-mail or at the moment that the customer has expressly agreed to chief hospitality's offer in any other way.

#### **Article 5. Cancel and reschedule training /keynote**

5. 1. The agreement concluded cannot be cancelled, unless expressly agreed otherwise in the quotation and/or agreement.
- 5.2.If the customer wishes to reschedule the training/keynote to another date and/or wishes the training/keynote to be given at a different location, Chief Hospitality has the right to charge the customer for the additional costs resulting from this.

#### **Article 6. Rescheduling of a training/keynote by Chief Hospitality and replacement**

- 6.1. Chief Hospitality reserves the right to change the date, start time and/or place of the training/keynote in the event of force majeure, as described in article 15 .
- 6.2. The customer and the participant will be informed as soon as possible of the changes mentioned in article 6.1 by telephone or e-mail.
- 6.3. If, given the situation, it is not possible to change the date/start time/location of the training/keynote, for example because Chief Hospitality acts as a speaker at an event organized by the customer on a fixed date and location or because the force majeure situation takes place shortly before the start of the training/keynote, then Chief Hospitality do his utmost to challenge for a replacement care. If Chief Hospitality cannot find a suitable replacement in time, Chief Hospitality has the right to dissolve the agreement due to force majeure. In such a case, Chief Hospitality is not liable for any damage suffered by the customer as a result.

#### **Article 7. Execution of the agreement**

- 7.1. Each agreement leads to an obligation of best efforts for Chief Hospitality, whereby Chief Hospitality is obliged to fulfil its obligations to the best of its ability, with the necessary care and craftsmanship. Chief Hospitality does not guarantee that his work will achieve the intended result. The success partly depends on the cooperation of both parties, on the commitment of the participant and on circumstances over which Chief Hospitality has no influence.
- 7.2. Chief Hospitality has the right, without informing the customer in advance, to have the agreement (partly) executed by third parties.
- 7.3. Chief Hospitality will never be obliged to carry out activities that conflict with his professionalism, a right of third parties, a legal obligation or what is appropriate in society.

- 7.4. If the employee is unable to perform work for the customer due to illness, the customer will be informed by telephone as soon as possible and what is included in article 6 applies.

#### **Article 8. Implementation time**

- 8.1. In the event that a term has been agreed between Chief Hospitality and the customer in connection with the performance of the work, this period shall only apply approximately. Chief Hospitality does not offer any guarantee with regard to agreed execution periods and late execution does not entitle the customer to compensation, dissolution of the agreement or suspension of any obligation towards Chief Hospitality.

#### **Article 9. Obligations of the customer**

- 9.1. The customer shall ensure that all data, items and facilities that Chief Hospitality indicates are necessary for the execution of the agreement are provided or made available to Chief Hospitality properly, completely and in a timely manner. If the data, items and facilities necessary for the execution of the agreement have not been provided or made available to Chief Hospitality in time, Chief Hospitality has the right to suspend the execution of the agreement and/or to charge the customer for the additional costs resulting from the delay at the usual rates.
- 9.2. The customer must refrain from conduct that makes it impossible for Chief Hospitality to carry out the assignment properly.
- 9.3. The customer is obliged to inform Chief Hospitality without delay about facts and circumstances that may be important in connection with the execution of the agreement. The customer must inform Chief Hospitality of changes to his personal data, such as a change of address and change in his telephone number, in advance, in writing or via e-mail.
- 9.4. The customer is obliged to ensure that the participant complies with the provisions of these general terms and conditions. The customer is responsible for the behavior of the participant he has registered for the training/keynote.

#### **Article 10. Training/keynote**

- 10.1 Chief Hospitality is authorized to deny further access to the training/keynote to a participant who misbehaves or otherwise unreasonably impedes the proper performance of the training/keynote. In that case, the agreed compensation remains due in full, without prejudice to Chief Hospitality's right to compensation for any damage.
- 10.2. The participant is expected to actively participate in the training/keynote if desired.
- 10.3. The use of alcoholic beverages or drugs during a training/keynote is not permitted.
- 10.4. During the training/keynote, the participant should not be disturbed by incoming telephone calls, (text) messages, or e-mail messages, unless the participant has received permission from Chief Hospitality.
- 10.5. If, for whatever reason, the participant or participants concerned are not and remain present at the agreed place and time, the agreed compensation remains due.
- 10.6. Costs resulting from damage and/or destruction caused by participants will, insofar as not recoverable from the perpetrator(s) themselves, be paid by the customer who registered the participants.

## **Article 11. Amendment of the agreement**

- 11.1. If the agreement is amended or supplemented, this may have financial or other consequences. Chief Hospitality will inform the customer about this, if possible in advance.
- 11.2. Chief Hospitality has the right to adjust the program of the training/keynote if he deems it necessary. The customer will be informed of this.

## **Article 12. Prices and rates**

- 12.1 The prices and rates stated for the customer being consumers / companies / organizations / institutions / governments are in euros and exclusive of VAT, unless expressly stated otherwise.
- 12.2. Chief Hospitality has the right to adjust its prices and rates from time to time.

## **Article 13. Payment**

- 13.1. The customer must pay the invoices received from Chief Hospitality within the payment term stated on the invoice.
- 13.2. If the customer does not pay the pre-invoiced amount on time, Chief Hospitality has the right to suspend the execution of the agreement until the full outstanding invoice amount has been paid. Chief Hospitality is not liable for any damage suffered by the customer as a result of the suspension.
- 13.3. If the payment term is exceeded, the customer owes the statutory commercial interest, in accordance with Article 6:119a of the Dutch Civil Code, from the date on which the sum due has become due until the time of payment . If the customer is a consumer, the customer owes the statutory interest in accordance with Article 6:119 of the Dutch Civil Code from the moment the customer is in default. In addition, all costs of recovery, after the customer is in default, both judicial and extrajudicial, are borne by the customer. With the customer, being a company, the extrajudicial collection costs are set at 15% of the principal amount with a minimum of € 100,-. With the customer being a consumer, the extrajudicial collection costs are set at 15% of the principal amount over the first € 2,500,-, at 10% of the principal amount over the next € 2,500 and at 5% of the principal amount over the next € 5,000 with a minimum of € 40,-.
- 13.3. Payments made by the customer are always intended to pay, firstly, all interest and costs due, and secondly, due and payable invoices that have been outstanding for the longest time, even if the customer states that the payment relates to a later invoice.
- 13.4. In the event of liquidation, bankruptcy or suspension of payment of the customer , the claims of Chief Hospitality and the obligations of the customer towards Chief Hospitality will be immediately due and payable.
- 13.5. Chief Hospitality is entitled to suspend the delivery of items that he holds for the customer in connection with the execution of an agreement until all outstanding invoices have been paid by the customer.

## **Article 14. Complaints**

- 14.1. Complaints about the work performed must be made known by the customer directly to Chief Hospitality. The notice of default must contain as detailed a description of the shortcoming as possible, so that Chief Hospitality is able to respond adequately.

- 14.2. After submitting the complaint, the customer must give Chief Hospitality the opportunity to investigate the merits of the complaint and, if necessary, give it the opportunity to still perform the agreed work.
- 14.3. The fact that Chief Hospitality proceeds to investigate a complaint does not imply that Chief Hospitality acknowledges that the work performed is defective.
- 14.4. Complaints do not suspend the customer's payment obligation.
- 14.5. If the performance of the agreed work is no longer possible or useful, Chief Hospitality will only be liable within the limits of article 18 of these general terms and conditions.

#### **Article 15. Force majeure**

- 15.1. Chief Hospitality is not obliged to fulfill any obligation if he is prevented from doing so as a result of force majeure.
- 15.2. Force majeure is in any case understood to mean: weather conditions; Natural disasters; theft; fire; terrorism, riots or war; third-party barriers; illness of the employee; traffic barriers; traffic accident; Strikes; internet failure; energy failure; virus infection or computer breach by third parties; data loss due to computer failure and government measures.
- 15.3. Force majeure should also be understood to mean a non-attributable shortcoming of a third party engaged by Chief Hospitality.

#### **Article 16. Dissolution of the agreement**

- 16.1. Chief Hospitality is entitled to dissolve the agreement if the customer does not fulfill its obligations towards Chief Hospitality and the customer has not complied with a sent notice of default. If performance is permanently impossible, a notice of default may be omitted.
- 16.2. Furthermore, Chief Hospitality is entitled to dissolve the agreement or have it dissolved if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or can no longer be required according to standards of reasonableness and fairness or if circumstances otherwise arise that are of such a nature that unchanged maintenance of the agreement cannot reasonably be expected.
- 16.3. Chief Hospitality is entitled to dissolve the agreement if the customer requests suspension of payment or if it is granted to the customer, in case the customer is declared bankrupt or a request is made for this, in case the customer is unable to meet its debts, terminates or liquidates its business, is placed under receivership, or if an administrator is appointed.
- 16.4. In the event of dissolution of the agreement, Chief Hospitality is not obliged to compensate any direct or consequential damage suffered by the customer.
- 16.5. If the agreement is dissolved or Chief Hospitality suspends the execution of the agreement, the work carried out up to the moment of dissolution or suspension will be invoiced to the customer, without prejudice to Chief Hospitality's right to compensation for damage that he suffers or has suffered as a result of the dissolution or suspension, such as loss of turnover.

#### **Article 17. Secrecy**

- 17.1. Both parties are obliged to maintain the confidentiality of all confidential information obtained from each other or from other sources within the framework of their agreement. Information is considered confidential if it has been communicated by the other party or if this results from the nature of the information.

- 17.2. If, on the basis of a legal provision or a court decision, Chief Hospitality is obliged to disclose confidential information to third parties designated by law or the competent court and Chief Hospitality cannot rely on a legal or by the competent court recognized or permitted right of non-disclosure in this regard, then Chief Hospitality is not obliged to pay compensation or compensation and the customer is not entitled to dissolve the agreement on the basis of any damage caused by this.

#### **Article 18. Liability and limitation period**

- 18.1. All participants are personally liable for all damage caused to themselves or to third parties during the training/keynote.
- 18.2. Chief Hospitality cannot be held to compensate for any damage that is a direct or indirect result of:
- a. an event which is in fact beyond its control and thus cannot be attributed to its actions, as described, among other things, in Article 15;
  - b. any act or omission of the customer, its subordinates, or other persons employed by or on behalf of the customer.
- 18.3. The customer is under all circumstances responsible for the accuracy and completeness of the data and documents provided by him. Chief Hospitality is never liable for any damage that is (partly) caused by the data, documents and advice provided by the customer being incorrect and / or incomplete or by following the instructions given by the customer. The customer indemnifies Chief Hospitality against all claims in this regard.
- 18.4. The information contained on the website may contain inaccuracies and/or typing errors.
- 18.5. The participant must at all times behave in accordance with the instructions and rules of conduct given by Chief Hospitality. If the participant refuses to follow these instructions or rules, the participant and the customer are responsible for any resulting damage.
- 18.6. Chief Hospitality does not accept any liability for damage of physical or mental or of any nature whatsoever to the participants that is related to participation in the training / keynote.
- 18.7. The participant is at all times responsible for choices made, his own behavior and the consequences thereof, both during the time that the participant and Chief Hospitality spend together and afterwards.
- 18.8. Chief Hospitality is not liable for any misinterpretation by the participant of the content of the training/keynote.
- 18.9. Chief Hospitality can never be held liable for damage, loss, theft or loss of property of the customer or the participant on the premises of Chief Hospitality or at the location where the training / keynote is given.
- 18.10 Chief Hospitality shall not be liable for any mutilation or loss of data resulting from transmission of the data using telecommunications facilities.
- 18.11. Chief Hospitality cannot be held liable by the customer if the result resulting from the work performed by Chief Hospitality does not meet the expectations of the customer.
- 18.12. Chief Hospitality is never liable for indirect damage, including consequential damage, loss of profit, missed savings, reputational damage, imposed fines and damage due to business interruption.

- 18.13. If Chief Hospitality should be liable for any damage, the liability of Chief Hospitality is limited to the amount of the payment made by Chief Hospitality's insurer. If in any case the insurer does not pay out or the damage is not covered by the insurance, Chief Hospitality's liability is limited to the amount that the customer has paid for the service, at least to that part to which the liability relates.
- 18.14. The limitations of liability included in these general terms and conditions do not apply if the damage is due to intent or deliberate recklessness on the part of Chief Hospitality or its subordinates.
- 18.15. The customer must bring all legal claims within 1 year if the customer is not satisfied with the work or the actions of Chief Hospitality. If the customer does not act on time, the legal claim becomes time-barred.
- 18.16. If the customer should be in default in the proper performance of what he is obliged to do towards Chief Hospitality or acts unlawfully towards Chief Hospitality, the customer is liable for all damage on the part of Chief Hospitality caused directly or indirectly as a result.

### **Article 19. Intellectual property rights**

- 19.1. Unless Chief Hospitality and the customer have expressly agreed otherwise in writing, Chief Hospitality is and remains fully and exclusively entitled with regard to the intellectual property rights that rest on the materials.
- 19.2. Without the prior permission of Chief Hospitality, the customer is not permitted to view, publish or reproduce the materials in any way whatsoever.
- 19.3. Chief Hospitality reserves the right to use the work performed for the customer for his own promotion.
- 19.4. If the customer acts in violation of the intellectual property rights of Chief Hospitality, the customer is liable for all damage suffered by Chief Hospitality as a result.
- 19.5. The customer indemnifies Chief Hospitality against claims from third parties with regard to intellectual property rights to materials or data provided by the customer, which are used in the execution of the agreement.
- 19.6. It is not permitted to make recordings of the training/keynote without prior permission from Chief Hospitality.

### **Article 20. Applicable law and competent court**

- 20.1. All agreements and legal acts between the customer and Chief Hospitality are governed by Dutch law.
- 20.2. All disputes relating to agreements between the customer and com will be adjudicated by the competent court in the Netherlands within whose jurisdiction Chief Hospitality's place of business is located. The customer, being a consumer, has the possibility within 1 month after Chief Hospitality has invoked this article in writing to choose the competent court according to the law;