

General Terms and Conditions



Article 1. Applicability of the General Terms and Conditions

1.1 These General Terms and Conditions apply to all quotations, order confirmations and activities performed by and agreements concluded with Josuël Rogers Unlocks Potential.

1.2 These conditions also apply to agreements that have been confirmed in writing (by e-mail).

1.3 Josuël Rogers Unlocks Potential reserves the right to amend or change these Terms and Conditions in the future. Applicable is always the latest version as it applied at the time of the conclusion of the present assignment.

Article 2. Definitions and terms

2.1 Client: the person or persons for whom Josuël Rogers Unlocks Potential provides its services. The client and the customer can be the same but this does not have to be the case.

2.2 Customer: the person or body, or any legal successor (s), who has issued an assignment to Josuël Rogers Unlocks Potential for the provision of its services. The customer is, unless other written agreements with Josuël Rogers Unlocks Potential have been made explicitly, the person who is obliged to pay the agreed price for the services of Josuël Rogers Unlocks Potential.

2.3 Josuël Rogers Unlocks Potential provides services in the field of training, coaching, workshops, presentations or other activities that contribute to personal and / or professional growth. Josuël Rogers Unlocks Potential is registered with the Chamber of Commerce in Rotterdam under number 70077126.

2.4 Third parties: in some cases Josuël Rogers Unlocks Potential can provide its services (partly) with the assistance of third parties engaged by it. Josuël Rogers Unlocks Potential can change the composition of a team at any time if it believes that this is necessary for the proper execution or continuity of its services.

2.5 Assignment sum: the total agreed amount of the assignment, appointed in the signed order confirmation or in the quotation or program proposal agreed by the customer.

Article 3. Offers and agreements

3.1 All offers and quotations of Josuël Rogers Unlocks Potential are without obligation.

3.2 The period of validity of an offer is 14 days from the date stated on the quotation, unless otherwise agreed in writing.

3.3 An agreement with Josuël Rogers Unlocks Potential is only realized if the acceptance of the offer has been made in writing via a registration form or by e-mail. Registration obligates the client or the customer to payment of services.

3.4 An agreement may concern both a course and separate services / deeds.

3.5 Josuël Rogers Unlocks Potential can not be held to its quotation if the client or customer should have understood that the quotation or a part thereof contained an obvious mistake or error.

3.6 The prices in the mentioned quotation are exclusive of VAT, unless expressly stated otherwise.

3.7 Further agreements can be made within the agreement, such as hiring third parties, hiring out accommodation, resources, travel expenses and the like.

Article 4. Execution of the agreement

4.1 Josuël Rogers Unlocks Potential will execute the agreement to the best of its ability, insight and in accordance with the requirements of good workmanship. Josuël Rogers Unlocks Potential has a best efforts obligation towards the execution of an assignment or agreement and can not be held liable for a result obligation.

4.2 Josuël Rogers Unlocks Potential reserves the right to let third parties carry out the performance of the agreement in full or in part.

4.3 The client or customer shall ensure that the requested data on the registration form, for correct execution of the agreement, are in possession of Josuël Rogers Unlocks Potential in time but no later than 1 week prior to execution of the agreement. If said information is not provided in time, Josuël Rogers Unlocks Potential has the right to charge the client or customer the additional costs resulting from the delay in accordance to the usual rates.

4.4 Josuël Rogers Unlocks Potential is not liable for damage resulting from the incorrect or incomplete provision of data by client or client. Unless the incorrectness or incompleteness should have been known by Josuël Rogers Unlocks Potential.

Article 5. Duration of contract and annulment

5.1 Unless otherwise stipulated in the agreement, this will be entered into for the duration of a course or separate services / deeds. After expiration of the agreed contract period, the agreement can be extended in consultation between both parties.

5.2 Without prejudice to the right to compensation of costs, damage and interest, each of the parties is entitled to dissolve the agreement without judicial intervention with immediate effect by registered letter if:

- The other party has failed to comply with one or more of its obligations and fails to fulfil its obligations within a period of time set by registered letter for compliance, unless the shortcoming (s) is of such a nature or minor significance that these do not justify annulment in reason.
- For the counterparty bankruptcy or suspension of payments is applied for or granted, or measures are taken to indicate termination or discontinuation of the company.

Article 6. Annulment in advance or non-appearance for coaching sessions

6.1 Cancellation of the appointment is free of charge up to 48 hours before the date of the appointment.

6.2 In case of cancellation within 48 hours before the appointment and not on the day of the appointment, 50% of the costs of the session will be charged.

6.3 In the event of cancellation on the day of the appointment or in the event of non-appearance, 100% of the costs of the session will be charged.

Article 7. Changes or cancellations in registration for workshops and training courses

7.1 In the event of changes by the client or client in the original registration or registration for a workshop or training, Josuël Rogers Unlocks Potential will charge administration costs.

7.2 Changes to the registration must be submitted in writing and in writing to Josuël Rogers Unlocks Potential.

7.3 Cancellation of registrations must always be made in writing. The client or client will in any case owe the following costs:

- workshop or training up to 1 week before the execution date: 25% of the costs
- workshop or training within 1 week before the execution date: 50% of the costs
- non-appearance without cancellation: 100% of the costs

A: Josuël Rogers Unlocks Potential Schammenkamp 79 3085GR Rotterdam The Netherlands

K.v.K.: 70077126 **BTW:** NL001435454B29

Bank: KNAB **IBAN:** NL60KNAB0402484223 **BIC:**KNABNL2H

T: +31 (0) 6 83 66 76 78 **W:** www.josuelrogers.com **E:** contact@josuelrogers.com

Article 8 Terms of payment

8.1 Invoicing takes place as indicated in the quotation. Payment must be made by transferring the amount due to IBAN NL60 KNAB 0402 4842 23. In the name of HipHop Culture Coaching. The payment term used is 14 days after the invoice date, unless stated otherwise.

8.2 In case of overdue payment or default of payment the customer is legally in default and the contractor reserves the right to terminate the execution of the agreement with immediate effect. The customer will also owe statutory interest on the outstanding amount from that moment. If the contractor hands over the claim for collection, the client is also liable for the judicial and extrajudicial costs involved in this collection.

8.3 In case of any objections regarding the invoice, the client must notify the contractor in writing within two weeks after receiving the invoice.

Article 9. Collection costs

9.1 If Josuël Rogers Unlocks Potential has to proceed to a collection order, all associated costs will be charged to the client or customer.

Article 10. Personal data

10.1 Josuël Rogers Unlocks Potential treats personal information that it receives in the context of the agreement with the client or customer strictly confidential and in accordance with applicable privacy laws and regulations.

10.2 Josuël Rogers Unlocks Potential will include in a customer file the name and address details of the client or the customer and the participants designated by it for a workshop and training.

10.3 The client or customer agrees to the use of relevant data in order to be kept informed of other services by Josuël Rogers Unlocks Potential.

10.4 If a client or customer does not appreciate the information regarding (new) activities and services, he / she can opt out of the mailing list.

Article 11. Confidentiality

11.1 Both parties are obliged to keep confidential all confidential information that they have received from each other or from another source in the context of their agreement. Information is considered confidential if this has been told by the other party or if this arises from the nature of the information.

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11.2 If it appears that information is provided concerning criminal deeds or offenses committed, the client or customer will be informed of these facts. In accordance with applicable law, if necessary, these facts will be reported to relevant authorities.

Article 12. Intellectual property

12.1 Josuël Rogers Unlocks Potential reserves the rights and powers that accrue to it under the copyright law.

12.2 Josuël Rogers Unlocks Potential also reserves the right to use the knowledge gained due to the execution of the work for other purposes, insofar as no confidential information is brought to the notice of third parties.

Article 13. Complaints procedure

13.1 Complaints about the work performed must be reported in writing to Josuël Rogers Unlocks Potential by the client or customer within 2 weeks after completion of the relevant work.

13.2 Josuël Rogers Unlocks Potential strives to handle the complaint within 4 weeks. If the handling extends herefore metioned period, the client or the customer will be notified.

13.3 If a complaint is well-founded, Josuël Rogers Unlocks Potential will carry out the work as agreed, unless this has become demonstrably useless by the client and / or client. The latter must be made known in writing by the client or client.

13.4 If the performance of the contract is no longer possible or useful, Josuël Rogers Unlocks Potential will only be liable within the limits of the aforementioned liability in these general terms and conditions.

Article 14. Liability

14.1 Josuël Rogers Unlocks Potential does not accept any liability whatsoever for damage caused by or in connection with services provided by it, unless the client can demonstrate that the damage was caused by intent or gross negligence of Josuël Rogers Unlocks Potential.

14.2 If Josuël Rogers Unlocks Potential is liable, then this liability is limited to the invoice value of the assignment, at least that part of the assignment to which the liability relates.

14.3 Contrary to the provisions of paragraph 2 of this article, in the case of an assignment with a term of more than six months, the liability is limited to the invoice amount due over the last six months.

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14.4 If Josuël Rogers Unlocks Potential or otherwise causes damage to persons or objects for which Josuël Rogers Unlocks Potential is liable, or will be liable for such services, that liability will be limited to the amount of the benefit under the terms of Josuël Rogers Unlocks Potential concluded general liability insurance.

14.5 Any liability of Josuël Rogers Unlocks Potential for trading loss or other indirect damage or consequential damage, of whatever nature, is explicitly excluded.

Article 15. Applicable law

15.1 Dutch law applies to every agreement between Josuël Rogers Unlocks Potential and the client or customer, even if the client or customer is established outside the Netherlands.