

FEMALE LEADERS

in cleaning, FM, health & hospitality

Female Leaders in Cleaning General Terms and Conditions

Article 1 Definitions

1. Female Leaders (hereinafter: Contractor) is a BV with the object of helping individuals and companies increase their impact by using the services of Female Leaders. In this field, the Contractor provides supporting services, such as courses, membership, event management, and marketing & communication.
2. In these General Terms and Conditions, 'General Terms and Conditions' is understood to mean: these General Terms and Conditions.
3. In these General Terms and Conditions, 'Client' is understood to mean: the natural person or legal entity who acts for purposes related to his business or professional activity and uses the Services of Contractor. Clients can also indirectly make use of the Services of the Contractor through an agency. In these General Terms Conditions, an agency is also covered by the definition of Client.
4. In these General Terms and Conditions the "Principal" is understood to mean: In case of an agency that awards the contract and hires Female Leaders for its execution, the actual recipient of the Services provided by the Contractor will be considered the Principal.
5. In these General Terms and Conditions, 'Parties', and each separately as 'Party', is understood to mean Contractor and / or Client.
6. In these General Terms and Conditions, 'Agreement' is understood to mean: the Agreement concluded between Contractor and the Client, whether or not concluded within the framework of an organized system for remote sales or services, whereby up to the time of conclusion of the Agreement sole use has been made of one or more means of distance communication, whereby Contractor undertakes towards the Client to perform Services and to deliver Products and the Client undertakes to pay a price for that. The Agreement is concluded by an offer of Contractor and the acceptance thereof by the Client, which shall be further specified in Articles 4.3 and 4.4 of these General Terms and Conditions.
7. In these General Terms and Conditions, 'Services' is understood to mean: all Services provided by Contractor and / or its engaged third parties, including offering the Services of membership, event management and marketing and communication as well as all other work performed by Contractor for the benefit of the Client, of any nature, carried out in the context of an assignment, including work not performed at the explicit request of the Client.
8. In these General Terms and Conditions, 'Website' is understood to mean: the website of Contractor, to be consulted via www.femaleleadersincleaning.com, www.femaleleadersincleaning.nl and www.femaleleadersincleaning.org

Article 2 Identity of Contractor

1. Contractor is registered with the Chamber of Commerce under number 90187989 and bears VAT identification number NL865235818B01. Contractor has its registered office at Diepenbrocklaan 16 (3055 WC) at Rotterdam.
2. Contractor can be reached by e-mail at info@femaleleadersincleaning.com or the Website www.femaleleadersincleaning.com, www.femaleleadersincleaning.nl and www.femaleleadersincleaning.org and by telephone at 31 (0) 6 41 46 27 58.

Article 3 Applicability of the General Terms and Conditions

1. The General Terms and Conditions apply to any offer of Contractor and to all present and future Agreements, deliveries, commercial relationships and other legal relationships between the Parties being an agency or being a Client. If deviating provisions apply to the agency or the Client, this will be indicated explicitly. The General Terms and Conditions of the Principal/Client are rejected explicitly.
2. In case of a firm operating as an agency for introducing the Client and the Contractor to each other for the provision of the Services, these General Terms and Conditions will also apply to the Agreement concluded between the Contractor and this agency. In case of conflicting provisions in the General Terms and Conditions of the Contractor and the general terms and conditions of the agency, these parties will discuss the matter to reach an agreement on the provisions that govern the Agreement.
3. In case of an agency, the following will apply. These General Terms and Conditions also apply to the work performed for the benefit of the agency for the Principal.
4. Deviations from the General Terms and Conditions are only valid if they have been explicitly agreed with Contractor in writing.
5. The applicability of any of the Client's purchasing or other conditions are explicitly rejected, unless explicitly agreed otherwise in writing.
6. The General Terms and Conditions also apply to additional or altered assignments from the Client.
7. If it appears that one or more provisions of these General Terms and Conditions are invalid, the validity of the other provisions of these General Terms and Conditions and the entire Agreement shall not be affected. In such a case, the Parties will endeavor to replace the invalid provision with a new, valid provision that approximates the invalid provision as closely as possible within the scope of the original General Terms and Conditions.

Article 4 The Agreement

1. All offers on the Website are free of engagement, unless explicitly indicated otherwise.
2. The Client can contact Contractor by means of the Website, e-mail or telephone in relation to one of the Services offered.
3. Contractor shall consult with the Client regarding its expectations. The Agreement will only be concluded when the contract agreement is signed by both Parties.
4. If the Client is an agency, an Agreement will be concluded between the agency and the Contractor, in which respect the Contractor will provide Services to the Principal based on a contract concluded with the agency. In this case, the Agreement will be concluded when the quotation or the contract agreement is signed, or by means of a contract confirmation.
5. The substantive activities, including but not limited to schedules, deliveries, and substantive agreements, and information about the Services to be provided and/or offered products are arranged explicitly between the Principal and the Contractor.
6. If the Client makes notes or responds to the quotation of Contractor, they shall not form part of the Agreement, unless Contractor confirms them in writing.
7. An assignment by the Client that is not preceded by a written quotation requires written acceptance by Contractor.
8. If Contractor sends a confirmation to the Client, this will be binding for the content and explanation of the Agreement, subject to manifest typographical errors. Contractor cannot be held to uphold its offer if the Client should reasonably understand that the offer or any part thereof contains a manifest mistake or typographical error.

Article 5 Performance of the Agreement

1. In case of an agency, the work in the context of the Agreement will be performed for the Principal.
2. Contractor will make every effort to perform the Services to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship, and as much as possible in accordance with the Agreements laid down in writing.
3. Contractor only has a best-efforts obligation and no result obligation when providing the Services. A best-efforts obligation is a contractual obligation to make the necessary efforts or to use certain resources to achieve the stipulated result, which means that Contractor cannot guarantee that the outcomes, results or expectations that the Client has in mind when providing Services are actually achieved.
4. Contractor has the right to have certain work performed by third parties.
5. When engaging third parties, Contractor will exercise due care and consult with the Client in the selection of these third parties, in so far as this is reasonably possible and customary in the relationship with the Client. The costs of engaging these third parties will be borne by the Client and will be charged on to the Client by Contractor.
6. If the Contractor is not available or not able to respond to a request by the Client (in a timely fashion) or not able to perform the work, or to perform the work within the period required based on this request, the Client has the right to engage a third party without having the right to charge any additional costs in this respect to the Contractor. The Client can never hold the Contractor liable if the Contractor cannot be reached in a timely fashion or is unable to perform the work as set out above, nor can this lead to any ground to suspend or dissolve the Agreement.

7. The Client will ensure that all information that Contractor deems necessary, or that the Client should reasonably understand is necessary for the performance of the Agreement, is provided to Contractor in a timely manner. If the information necessary for the performance of the Agreement is not provided to Contractor on time, Contractor has the right to suspend the performance of the Agreement and / or to charge the additional costs arising from the delay to the Client at the then customary rates.
8. The Client ensures that Contractor can provide its Services properly and on time. If the Client does not comply with Agreements in this respect, the Client is bound to pay any ensuing damage.

Article 6 Amendments to the Agreement

1. If, during the performance of the Agreement, it appears that for a proper execution it is necessary to amend or supplement it, Contractor and the Client will amend the Agreement in consultation with each other and in a timely fashion.
2. If the Agreement is amended, including a supplement, this constitutes an additional assignment. A separate Agreement on the remuneration will be made in advance for this additional assignment. Without an additional quotation, the original conditions apply, whereby the extra Services are paid at the agreed rate.
3. Failure or delay in executing the amended Agreement does not constitute a breach of contract by Contractor and is not a valid reason for the Client to terminate or dissolve the Agreement.
4. Amendments to the Agreement originally concluded between Contractor and the Client will not apply until the amendments have been accepted by both Parties by means of an additional or amended Agreement. This amendment must be in writing.

Article 7 Suspension, dissolution and early termination of the Agreement

1. Contractor shall be entitled to suspend the performance of the obligations or to dissolve the Agreement, if the Client fails to perform the obligations arising from the Agreement or to perform them fully or in time, or if Contractor has good reason to fear that the Client will fail in the performance of those obligations, on condition that Contractor has given the Client notice of default by means of a written notice, in which the Client is given a reasonable time for the fulfillment of the obligations, and performance is not forthcoming within this time.
2. Furthermore, Contractor shall be entitled to dissolve the Agreement, on the same conditions as referred to in paragraph 1 of this Article, if circumstances arise of such a nature that performance of the Agreement is impossible or that the unaltered maintenance of the Agreement cannot reasonably be required.
3. If the Client fails to perform his obligations arising from the Agreement, this failure to perform justifies dissolution and the Client is in default. Contractor is entitled to dissolve the Agreement with immediate effect without any obligation on its part to pay any damages or indemnification, while the Client shall be obliged to pay damages or indemnification on account of breach of contract.

Article 8 Interim termination

1. In case of an Agreement for a definite period, interim termination by the Client or the agency will not be possible, unless agreed otherwise in writing.
2. In case of an Agreement for an indefinite period, both Parties will have the right to terminate this Agreement during its effective period with due observance of a notice period of 14 (in words: fourteen) days. In this case, the Agreement must be terminated by registered letter and with effect from the end of a calendar month. In case of valid termination, the Parties will not owe compensation if the notice period is observed. In case of the termination of the Agreement, the Contractor can only claim compensation for the Services it has actually provided up to that moment, and not to compensation for any Services that have been previously agreed on/ scheduled but that have not been provided.
3. If the Agreement is terminated by the Contractor, it will arrange the transfer of the work still to be performed to third parties in consultation with the Client. The above applies unless the termination is attributable to the Client. Any costs incurred by the Contractor for the transfer of the work will be charged to the Client. The Client will be required to pay these costs within the mentioned period, unless the Contractor indicates otherwise.
4. The Parties have the right to terminate this Agreement with immediate effect by means of a registered letter in the following situations, without further notice of default being required, and without the terminating Party owing any form of compensation (for damages) to the other Party, and without prejudice to the right of the terminating Party to claim full compensation from the other Party, if and once:
 - a. The other Party fails to properly or timely fulfil its obligations arising from this Agreement, not even after having been summoned to do so in writing by the other Party and if the period set out in the summons has expired;
 - b. The other Party is declared bankrupt or an application for bankruptcy has been filed;
 - c. The other Party is granted temporary suspension of payments or an application for suspension of payments has been filed;
 - d. Conservatory and/or executory attachment is levied on the assets of the other Party;
 - e. The other Party is dissolved, merged, or demerged;
 - f. If the Contractor is no longer in the possession of the knowledge, expertise, diplomas and/or permits needed for a proper execution of the contract (with the proviso that this solely constitutes a ground for termination for the Client);
 - g. If the Contractor performs its work for the Client in violation of a statutory regulation, or commits a serious legal violation, or is sentenced for a criminal offence;
 - h. One of the Parties passes away.
5. Each Party is required to immediately inform the other Party in writing if one of the circumstances set out in paragraph 4 of this Article occurs.
6. If one of the events set out in paragraph 4 of this Article occurs, the terminating Party will not be required to pay the fees and expenses as set out in Article 9 of these General Terms and Conditions from the date of termination of the Agreement.
7. In case of the termination of the Agreement, the Contractor can only claim compensation for the Services it has actually provided up to that moment, and not to compensation for any Services that have been previously agreed on/ scheduled but that have not been provided.

Article 9 Costs, fees and payment

1. All amounts stated in the quotation are in euros and exclusive of VAT, unless stated otherwise.
2. Contractor has the right to correct apparently incorrect errors in the quotation.
3. Interim price changes will be passed on to the Client.
4. As a rule, payment will take place afterwards based on an invoice. The invoice must have been paid by the Client within 14 (in words: fourteen) days of the invoice date.
5. The Contractor also has the right to demand payment of the contract in advance by means of an invoice. In this situation, the Client must also pay the invoice amount within 14 (in words: fourteen) days of the invoice date.
6. If the Contractor agrees on a fixed fee per hour (hourly rate) with the Client, the Contractor will have the right to increase the hourly rate once per year, starting three months after the conclusion of the Agreement, provided this increase is reasonable.
7. If the Contractor agrees on a fixed fee per provided Service, the Contractor has the right to increase the fee once three months have expired after the conclusion of the Agreement if the fee increase arises from a power or obligation pursuant to laws or regulations or is based on an increase in cost-price-determining factors, such as the price of raw materials, wages, and the like, or based on other grounds that could not be reasonably foreseen at the moment on which the Agreement was concluded.
8. If the contract is executed based on a fixed fee per Service(s) to be provided, the Contractor will have the right to send invoices for the contract in phases, in which respect it also has the right to invoice part of the amount in advance, without prejudice to its right to receive the advance set out below.
9. If the price increase per Services to be provided is greater than 10% for any other reason than as a result of an amendment to the Agreement, the Client will have the right to dissolve the Agreement, provided that the dissolution takes place in writing within 14 (in words: fourteen) days of receipt of the notice of the price adjustment, unless the Contractor is still willing to execute the Agreement based on the fee originally agreed on, increased by no more than 10%, and/or unless the price increase arises from a statutory power or obligation of the Contractor.
10. A dissolution as mentioned in the previous paragraph of this Article will not give the Client any right to compensation for any damage. If the Client dissolves the Agreement, the Contractor may charge the costs already incurred by it to the Client.
11. The Client is obliged to immediately notify Contractor inaccuracies in the stated or provided payment details.
12. If the Client fails to pay an invoice on time, the Client will be in default by operation of law, without any further notice of default being required. In that event, the Client then owes the statutory interest. The interest on the due amount will be calculated as from the moment that the Client is in default until the moment of payment of the full amount due.
13. If Contractor decides to collect a claim for non-payment of one or more unpaid invoices by judicial means, the Client, in addition to the principal amount due and the interest mentioned in Article 9.12 is also obliged to compensate all judicial and extrajudicial costs reasonably incurred. The reimbursement of judicial and extrajudicial costs incurred will be determined in accordance with the then current Decree on compensation for extrajudicial collection costs.
14. Contractor is free to proceed with the delivery of the Services only as long as the Client has not paid the claim due in accordance with paragraph 12 of this Article.

Article 10 Duration and delivery of the Services

1. The Agreement can be concluded for a definite or for an indefinite period.
2. The delivery period to be observed by the Contractor varies per contract and will be determined in consultation with the Client. The delivery period indicated by the Contractor starts after the conclusion of the Agreement and the receipt of all required data and/or materials from the Client. Delivery will take place in the manner agreed between the Contractor and the Client.
3. If a period for the completion of certain activities or the delivery of certain goods is agreed or specified, this can never be considered a deadline. When a period is exceeded, the Client needs to issue a written notice of default to the Supplier. The Contractor needs to be offered a reasonable time to still execute the Agreement.
4. If no delivery takes place within this period, the Client will inform the Contractor. The Contractor will ensure that delivery will take place as soon as possible, unless this is not possible based on standards of reasonableness and fairness.
5. Late delivery by the Contractor is not a valid reason to dissolve the Agreement.

Article 11 Guarantees

1. Contractor does not give any guarantees regarding the Services provided.
2. The Contractor only has a best-efforts obligation, not an obligation to achieve certain results in relation to the provision of the Services. A best-efforts obligation is a contractual obligation to make the necessary efforts or to deploy certain resources to achieve the stipulated result, which means that the Contractor cannot guarantee that the outcomes, results, or expectations of the Client in relation to the provision of Services will actually be achieved.

Article 12 Liability

1. The Client is responsible for providing correct and representative data and information necessary for the performance of the Agreement. Contractor is not liable for damage, including on the basis of an incorrect order, if the Client has provided incorrect, unrepresentative or irrelevant information.
2. The term of delivery that has been communicated to the Client can only be given by approximation. Although every effort will be made to meet the term of delivery, Contractor is never liable for the consequences of exceeding the term stated therein. Exceeding the term does not entitle the Client to cancel the Products, or to refuse receipt or payment of the Products, nor does Contractor owe any compensation to the Client.
3. Contractor is not liable for errors or omissions of third parties engaged by it. By making use of the Services of Contractor, the Client grants the authority to Contractor if a third party engaged by Contractor wishes to limit its liability, to accept that limitation of liability also on behalf of the Client.
4. Regarding the Services provided by Contractor, a best-efforts obligation and no obligation to deliver shall apply. Therefore, Contractor cannot be held liable for the Client's dissatisfaction with regard to the Services provided.
5. Contractor is not liable for indirect damage, including but not limited to consequential damage.
6. Contractor is not liable for any errors on the Website.

7. Contractor is not liable for non-compliance or late fulfillment of the obligations arising from the Agreement, if this is caused by force majeure as referred to in Article 13 of these General Terms and Conditions.
8. The Client indemnifies Contractor against claims from third parties, of any nature whatsoever, related to the Services.
9. If the Client is an agency, it indemnifies the Contractor against any claims – of any kind – by third parties, third-clients, or the Principal related to the Services.
10. If Contractor is held liable, it will only be liable for direct damage that has actually been incurred, paid or suffered by the Client as a result of a demonstrable breach of the obligations of Contractor with regards to its Services.
11. The liability of Contractor is limited to the amount covered and paid out by the insurer. If the insurer makes no payment, or if Contractor is not insured, the liability is limited to the amount paid by the Client.
12. The limitation of liability as described in this Article does not apply if there is intent or deliberate recklessness on the part of Contractor.
13. This provision does not exclude liability in so far as liability may not be limited or excluded by law.

Article 13 Force majeure

1. Force majeure is defined as all external causes, beyond the control or action of Contractor, that render timely, complete or correct performance of the Agreement impossible.
2. Force majeure as referred to in the previous paragraph of this Article also includes but is not limited to: non-compliance by a third party, illness of staff of Contractor itself or a third party, abnormal weather conditions, disruptions in the supply of water and energy, strikes, serious failures in the systems of Contractor, fire, floods, natural disasters, pandemics, riots, war or other internal civil commotion.
3. In the event of force majeure, performance of the Agreement will be suspended for as long as the force majeure continues.
4. If the force majeure continues longer than one month, both Parties are entitled to dissolve the Agreement without judicial intervention. In that case, Contractor will refund any amounts paid, minus all costs incurred by Contractor in relation to the Agreement until that date.

Article 14 Confidentiality of data

1. Each Party guarantees that all data received from the other Party that they know or should know are confidential, remain confidential. The Party receiving the confidential data will only use them for the purpose for which they were provided. Information is, in any case, considered to be confidential if they have been indicated as such by either Party. Contractor cannot be obliged to abide by this if, as a result of a court judgement or statutory provision, or for the correct performance of the Agreement, it is required to provide data to a third party.

Article 15 Intellectual property

1. Contractor reserves the rights and authorities that accrue to him under the Dutch Copyright Act.
2. All documents provided by the Contractor to the Client, such as reports, computer programs, system designs, concepts, designs, methods, advice, and contracts, can be used by the Client and may be reproduced by the Client for use in its own organisation.
3. Without the prior written permission of the Contractor, documents provided by the Contractor will not be disclosed, reproduced, used for commercial purposes, or shared with third parties, unless required otherwise by the nature of the documents.
4. The Client guarantees that no rights of third parties oppose the provision of data to Contractor. The Client will indemnify Contractor against any action based on the allegation that making such available, using, editing, installing or incorporating infringes any right of third parties.

Article 16 Complaints procedure

1. If the Client has a complaint, the Client must send this in writing to info@femaleleadersincleaning.com or report it by telephone via +31 (0) 6 41 46 27 58. If reasonably possible, the complaint will be dealt with by Contractor 5 (five) working days after receipt of the complaint, after which the Client will receive a substantive response as soon as possible.

Article 17 Amendment clause

1. Contractor reserves the right to amend or supplement these General Terms and Conditions at any time. Contractor will inform the Client of this in a timely fashion.
2. The amended General Terms and Conditions apply to the Agreement one month after notification to the Client.

Article 18 Applicable law and competent court

1. The legal relationship(s) between Contractor and its Client is governed by Dutch law.
2. All disputes that may arise between Contractor and the Client will be settled by the competent court of the District Rotterdam at Rotterdam.