



## General terms and conditions lectures

### 1. General

- 1.1 The person who enters into a work agreement with Oubelkas Communications B.V. is hereinafter referred to as the client.
- 1.2 All work, in whatever form, that Joseph Oubelkas van Oubelkas Communications B.V. performs for or on behalf of the client is called service.
- 1.3 These general terms and conditions are part of every agreement that Oubelkas Communications B.V. concludes with the client.
- 1.4 Deviation from these conditions is only possible if agreed in writing.

### 2. Offers

- 2.1 All offers from Oubelkas Communications B.V. are without obligation.
- 2.2 An agreement is concluded when the client has accepted an offer from Oubelkas Communications B.V. electronically by e-mail.
- 2.3 Additional work at the request of the client, which does not form part of the agreement, will be charged separately by Oubelkas Communications B.V. to the client. Additional work is understood to mean: all services and deliveries that Oubelkas Communications B.V. performs for the client other than the services and deliveries referred to in the order confirmation.

### 3. Prices and payment

- 3.1 All prices are exclusive of VAT and including travel expenses, unless stated otherwise.
- 3.2 For an overnight stay abroad, the actual costs will be charged, up to a maximum reimbursement of € 300 per day, including breakfast, lunch and dinner, but excluding costs for public transport, taxis, et cetera.
- 3.3 Invoices are emailed in PDF afterwards.
- 3.4 The client must pay the total agreed fee no later than 14 days after receipt of the invoice.

### 4. Provisions regarding the performance of Oubelkas Communications B.V.

- 4.1 The client will ensure that the location where the services of Joseph Oubelkas are requested is suitable for this purpose in all respects. The client is liable for any damage that Joseph Oubelkas experiences as a result of the unsuitable location.
- 4.2 Joseph Oubelkas respects differences in ethnicity, beliefs, sex and social status of his/her audience and client.
- 4.3 Joseph Oubelkas will carry out all his activities on behalf of the client at the highest possible professional level. He is always willing to cooperate with others.
- 4.4 Joseph Oubelkas will respect copyrights and other proprietary rights of others in photos, texts and other materials.
- 4.5 Joseph Oubelkas will do everything that is deemed reasonable to optimally prepare his presentation or the assignment and to tailor the content to his organisation and objectives in consultation with the client.
- 4.6 Joseph Oubelkas undertakes to maintain confidentiality regarding confidential matters that become known to him in connection with the performance of his duties and/or in the context of the assignment, subject to his obligation under the law. Joseph Oubelkas maintains confidentiality with regard to the content of the meeting of or activities for the client. Any material that has become known will be treated confidentially.
- 4.7 The client will not enter into contact with third parties about the work and relationships with Joseph Oubelkas, except for possible exceptions that have been laid down in writing. All parties will observe secrecy with regard to the content of the agreement. Any material that has become known is treated confidentially by all parties.

### 5. Hindrance of Joseph Oubelkas

- 5.1 If Joseph Oubelkas is unable to appear due to illness, an emergency, an important obligation, professional responsibility or other unforeseen circumstances or impossibility, Oubelkas Communications B.V. will:
  - move the performance to another date in consultation with the client;
  - if possible: arrange for a replacement in consultation with the client, whereby any additional or reduced price will be discussed with the client in advance; or

-if Oubelkas Communications B.V. and the client do not reach an agreement, terminate the agreement with a refund of any advances paid.

5.2 If Joseph Oubelkas arrives late for the event and still gives the lecture, full payment of the rate will apply.

5.3 Oubelkas Communications B.V. is not obliged to pay compensation to the client for damage that the client will suffer as a result of the inability to attend or the non-attendance or late arrival of Joseph Oubelkas.

## 6. Termination of the agreement

6.1 The client can cancel the agreement in whole or in part before, or at the latest on the agreed date of execution, in which case he will owe the following cancellation costs:

-Up to 15 days before or on the first day of execution of the agreement: 100% of the agreed fee;

-16 to 30 days before the first date of execution of the agreement: 50% of the agreed fee;

-31 days or longer before the first date of execution of the agreement: 25% of the agreed fee.

6.2 Oubelkas Communications B.V. is entitled to terminate the agreement with immediate effect if the client:

- fails in his obligations;

- files for bankruptcy or is declared bankrupt;

- applies for a moratorium or is granted a moratorium;

- sells or liquidates his company.

## 7. Other provisions

7.1 All assignments can be mentioned with the name of the client in all communications from Oubelkas Communications B.V. unless the client explicitly states that he does not want this.

7.2 Information on the Oubelkas Communications B.V. site, including photo material, may be used by the client for the promotion of the event. Oubelkas Communications B.V. can supply material on request (if available). The conditions under which will be agreed separately.

7.3 Joseph Oubelkas's name and photos may not be used for promotional purposes other than the event itself.

7.4 The client is permitted to make photo and film recordings of Joseph Oubelkas and his presentation for internal purposes during the presentation. Without the explicit permission of Oubelkas Communications B.V., it is not allowed to place any image material in the public domain.

## 8. Liability

8.1 The client must notify Oubelkas Communications B.V. of defects in the performance of the agreement within a reasonable period after discovery by registered letter, but in any case within 5 days after the planned date on which the relevant service would be provided.

8.2 Oubelkas Communications B.V. does not accept any liability towards third parties for damage of any kind, regardless of the cause, except for damage that is due to intent or gross negligence on the part of Oubelkas Communications B.V.. The client indemnifies Oubelkas Communications B.V. against claims from third parties in connection with the implementation of the agreement.

8.3 Any liability of Oubelkas Communications B.V. is limited to the agreed amount.

## 9. Disputes

9.1 All legal relationships to which Oubelkas Communications B.V. is a party are exclusively governed by Dutch law. This also applies if an obligation is wholly or partially performed abroad or if the client is domiciled abroad.

9.2 The court for hearing disputes between Oubelkas Communications B.V. and the client is the competent court in the district where Oubelkas Communications B.V. is located, or the court competent according to the law, at the discretion of Oubelkas Communications B.V.