

# Terms and Conditions

## Broadview Behaviour

### Article 1 – Definitions

In these Terms and Conditions, the following terms shall have the meanings set out below, unless expressly stated otherwise.

1. “Service” (plural: “Services”): all work and services provided by Broadview Behaviour, including behavioural consultancy, policy analysis, research, evaluation, workshops, training, presentations, knowledge translation, strategic communication and related consultancy services.
2. “Client”: the natural person or legal entity entering into an Agreement with Broadview Behaviour.
3. “Consumer”: any natural person entering into the Agreement for purposes outside their trade, business or profession.
4. “Offer”: any written offer made by Broadview Behaviour to the Client.
5. “Agreement”: any arrangement or agreement between Broadview Behaviour and the Client.

### Article 2 – Applicability

1. These Terms and Conditions apply to every Offer made by Broadview Behaviour and to every Agreement between Broadview Behaviour and the Client.
2. Any deviation from these Terms and Conditions shall be valid only if agreed in writing.
3. The applicability of any general terms and conditions or purchasing conditions of the Client is expressly rejected.
4. These Terms and Conditions also apply to supplementary, amended and subsequent agreements with the Client.
5. If one or more provisions of these Terms and Conditions are found to be wholly or partly void or unenforceable, the remaining provisions shall remain in full force and effect.

### Article 3 – Agreement

1. The Agreement is concluded when the Client accepts an Offer made by Broadview Behaviour.
2. If the acceptance differs from the Offer on minor points, Broadview Behaviour shall not be bound by those differences.

3. If the Client is a Consumer and the Agreement was concluded at a distance, the Client has the right to withdraw from the Agreement without giving reasons within 14 days after the Agreement was concluded. If the Client requests that performance of the Services begin during this cooling-off period, Broadview Behaviour may charge proportionately for Services already performed, insofar as the applicable statutory requirements have been met. If the Services have been fully performed during the cooling-off period, the right of withdrawal shall lapse if the Client expressly agreed in advance to performance of the Services and declared that they waived the right of withdrawal once the Services had been fully performed.

## **Article 4 – Performance**

1. Broadview Behaviour shall perform the Agreement to the best of its ability and in accordance with applicable laws, regulations and professional rules.
2. Broadview Behaviour shall perform the work using its best judgement, expertise and due care. Advice and analyses are based on available knowledge, professional expertise and the specific context of the assignment.
3. Broadview Behaviour shall determine the manner in which the Agreement is performed and the person or persons by whom the work is carried out.
4. Broadview Behaviour is entitled to have work performed by a third party appointed by Broadview Behaviour.
5. The Client shall ensure that all information reasonably relevant to the performance of the assignment is provided in full and in a timely manner.

## **Article 5 – Payment**

1. All rates charged by Broadview Behaviour are exclusive of VAT, unless stated otherwise.
2. Payment by the Client of amounts due to Broadview Behaviour shall be made within 14 days of the invoice date, unless otherwise agreed, without the Client being entitled to any deduction, discount, suspension or set-off. The date of payment shall be the date on which the amount due is credited to Broadview Behaviour's account.
3. If the Client fails to pay within the period referred to in paragraph 2, the Client shall be in default by operation of law and Broadview Behaviour shall be entitled to charge statutory commercial interest from that moment. If the Client is a Consumer, statutory interest shall apply subject to the applicable statutory requirements.
4. If the Client fails to pay within the period referred to in paragraph 2, the Client shall be liable for all judicial and extrajudicial collection costs actually incurred by Broadview Behaviour. Reimbursement of these costs shall not be limited to

any award of costs ordered by a court. If the Client is a Consumer, extrajudicial collection costs shall only be charged in accordance with the applicable statutory requirements and time limits.

5. Broadview Behaviour reserves the right to suspend work if payment remains outstanding.

## **Article 6 – Changes, Cancellation and Rescheduling**

1. If, during performance of the Agreement, it becomes apparent that the work needs to be adjusted, the parties shall consult with each other.
2. In the event of cancellation or rescheduling of workshops, training sessions or other sessions, Broadview Behaviour may charge for preparation hours already spent and costs already incurred.
3. For multi-day programmes or substantial assignments, additional arrangements may be made regarding scheduling and cancellation.

## **Article 7 – Intellectual Property**

1. Performance of the Agreement by Broadview Behaviour does not constitute a transfer of any intellectual property rights held by Broadview Behaviour. All intellectual property rights arising during or resulting from performance of the Agreement shall belong to Broadview Behaviour.
2. Materials provided by Broadview Behaviour are intended solely for use within the scope of the agreed assignment.

## **Article 8 – Confidentiality**

1. Broadview Behaviour shall treat confidential information of the Client with due care and shall not disclose such information to third parties without permission, unless required by law.
2. The Client shall likewise treat confidential information of Broadview Behaviour with due care.

## **Article 9 – Liability**

1. Broadview Behaviour shall not be liable for damage of any kind resulting from Broadview Behaviour having relied on incorrect and/or incomplete information provided by the Client, unless Broadview Behaviour knew that such information was incorrect or incomplete.
2. If performance of the Agreement by Broadview Behaviour gives rise to liability towards the Client or third parties, such liability shall be limited to the fees

charged by Broadview Behaviour in connection with the Agreement. If and insofar as Broadview Behaviour's liability is covered by insurance, liability shall in any event not exceed the amount paid out under that insurance in the relevant case.

3. Broadview Behaviour shall not be liable for consequential loss, indirect loss, business interruption losses, loss of profit and/or other losses, loss of savings or losses resulting from business interruption.
4. Broadview Behaviour expressly rejects all liability and claims by the Client and third parties for damage suffered as a result of the use of advice, analyses or materials provided, or work performed.
5. Broadview Behaviour shall not be liable where it is unable to fulfil its obligations under the Agreement as a result of force majeure.
6. Broadview Behaviour shall only be liable for damage suffered by the Client if and insofar as that damage is the direct result of intentional misconduct or deliberate recklessness on the part of Broadview Behaviour.
7. If the Client is a Consumer, the limitations and exclusions of liability contained in this Article shall apply only insofar as permitted under applicable laws and regulations.

## **Article 10 – Force Majeure**

1. Broadview Behaviour shall not be obliged to fulfil its obligations in the event of force majeure.
2. Force majeure shall include illness, technical failures, failure of communication systems, government measures and other circumstances beyond the reasonable control of Broadview Behaviour.

## **Article 11 – Governing Law**

1. All Agreements between Broadview Behaviour and the Client shall be governed by Dutch law.
2. All disputes arising out of or in connection with the Agreement between Broadview Behaviour and the Client shall be submitted to the competent court in the judicial district in which Broadview Behaviour is established.
3. If the Client is a Consumer, paragraph 2 shall apply only insofar as permitted under applicable laws and regulations.