

Evolving Organisation Ltd (herein after referred to as The Contractor)

Article 1. General

1. These general terms and conditions are applicable to all offers, quotations, activities, assignments and agreements between the contractor and clients, and respectively their successors in title. Standard conditions of the client apply exclusively when these are provided by the contractor and accepted, with written confirmation.
2. The present conditions also apply to all assignments to the contractor, for which third parties are involved in the implementation.

Article 2. Offers

1. Quotations from the contractor are based on the information provided by the client. The client guarantees that he has provided all essential information for the set-up, design, execution and completion of the assignment to the best of his knowledge.
2. The quotes made by the contractor are without obligation. The quotes are valid for 30 days, unless otherwise indicated. Contractor is only bound on the offers if acceptance is confirmed in writing by the other party within 30 days, unless otherwise indicated.
3. The prices stated in the quotations are exclusive of VAT and other levies of government, as well as any unforeseen expenses in any part of the contract.

Article 3. Provision of information and cooperation

The client will provide the contractor with all documents, information and contacts that are necessary for the proper execution of the assignment and the related activities in a timely manner.

Article 4. Execution of the assignment and involving third parties in this

1. The Contractor will perform the activities within the framework of the assignment to the best of its knowledge, expertise and ability.
2. The involvement or engagement of third parties in the execution of the assignment takes place exclusively in mutual consultation between the client and the contractor, and with mutual consent.

Article 5. Changes to the assignment; additional work

The client accepts that the time schedule of the assignment can be influenced if the parties decide in the meantime to change the approach, method or scope of the assignment and the resulting activities.

If interim changes occur in the execution of the assignment due to the actions of the client, the contractor will make the necessary adjustments in consultation with the client. If this leads to additional work, this will be charged to the client as an additional assignment, in consultation.

Article 6. Duration of the contract; execution time

The assignment between the contractor and a client is entered into for fixed time, unless the nature of the assignment requires differently or parties explicitly and in writing otherwise agree.

Unless otherwise specified, access to online courses is for a year from the date of registration or the date that access is given. This access can be extended by one year at a time on request for no additional cost.

Article 7. Rates

1. If the parties do not otherwise agree in writing, the rate determined by the contractor will be charged at an hourly rate or a rate per half-day.
2. Unless otherwise agreed the rate of the contractor includes: the costs of secretarial work, telephone costs, travel time and travel costs. Any accommodation costs will be declared in accordance with agreements in the quotation.
3. Only the time actually spent is charged; and if/when that exceeds more than 5% of the amount quoted, the contractor may only invoice for this extra time after consultation and mutual agreement with the client.
4. Quoted amounts are exclusive of VAT.

Article 8. Payment conditions

1. Payment must be made within 30 days after the invoice date, unless agreed otherwise by the client and contractor.
2. After the due date, the client is in default and the contractor has the right to charge statutory interest. The interest on the amount due will be calculated from the moment the client is in default until the moment of payment of the full amount, where a portion of the month is considered the whole month. A cost of £35 will be charged to the client for each time a reminder, reminder and summons is made. These costs concern the coverage of the administrative burden of the contractor.
3. If the payment is not forthcoming longer than 1 month after it is due, the contractor may suspend or cancel the execution of the assignment until payment is made.
4. In case of liquidation, bankruptcy, seizure or suspension of payment of the client- the claims of contractor to the client are due and payable immediately.

Article 9. Closing of the assignment

The assignment has been concluded in a financial sense if the last invoice by the client has been approved. The client must submit payment within a period of 30 days after the invoice.

All goods delivered to the client remain the property of the contractor, until these are paid by the client.

Article 10. Retention of title

1. All items delivered by the contractor, including designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of the contractor until the client has fulfilled all of their obligations of the contract.

2. The client is not authorized to retain the title to or to pledge things in any other way.

Article 11. Complaints

1. Complaints about the performance or work of the contractor must be done by the client within two weeks after invoice date, but no later than three weeks after completion of the respective work. Such complaints must be reported to the contractor in writing. The description should be as detailed as possible, so the contractor is able to adequately comment.

2. If a complaint is justified, the contractor will still carry out the work as agreed, unless this it is already demonstrable that the work has become meaningless for the client.

3. If the agreed work could be improved and made more meaningful, the contractor is only liable within the limits of Article 13.

Article 12. Interim cancellation

1. Either party can unilaterally terminate the agreement terminate at any time, only if one of the parties is of the opinion that it's no longer possible to execute the contract.

2. Early termination must be confirmed in writing.

3. In the event of premature termination by the client, the contractor is entitled to compensation for the offered work in the whole contract, using the time spent so far as the reference point. The results of any work performed so far will be made available to the client conditional on adequate compensation being offered.

4. In the event of premature termination by the client, the contractor will on request and in consultation with the client take care of the transfer of work that is still to be performed to third parties.

5. If the transfer of work incurs extra costs for the contractor, these will be charged to the client.

Article 13. Liability

1. For any assignment accepted by the contractor, the contractor will make his full effort to complete it. The contractor can never be held liable for results not achieved. The contractor is

exclusively liable for shortcomings in the implementation of the assignment resulting from carelessness and incompetence while carrying out assignments.

2. If the contractor is found liable for damage as a result of carelessness or incompetence, then that liability is limited to a maximum of the quotation amount.

3. Corporate liability is at all times limited to a maximum of the amount considered by the insurer of the contractor as an appropriate payment.

4. Contrary to the provisions of paragraph 2. of this article, in addition, for an assignment with a duration longer than six months, the liability continues to be limited to the last six months of the due fee.

5. Under no circumstances can claims be made on compensation for damage caused by loss of income of the client (in any way therefore arising) or indirect damage and consequential damages.

6. The client can appeal to a shortcoming in the implementation of the assignment if this is within three months after completion of the assignment and made in writing.

Article 14. Indemnities

1. The client indemnifies the contractor for claims from third parties with regard to rights of intellectual property by the materials provided by the client or data.

2. If the client provides information, electronic files or software etc., it guarantees that these will all be free of viruses and defects.

Article 15. Transfer of risk

When items that are the part of the assignment are legally and/or factually supplied to the client or a third party, the risk or loss of damage to these items is transferred to the client or the third party.

Article 16. Force majeure

1. The parties are not bound to fulfil any obligation, if they be prevented from doing so as a result of a circumstance that is not due to debt, and neither by law, one legal act or prevailing in traffic views.

2. Force majeure is used in these Terms and Conditions to mean what is understood in the law and jurisprudence, all external causes, foreseen or not provided, on which the contractor cannot exert influence, but through which the contractor is unable to fulfil obligations. Work strikes in the contractor's company, illness and/or incapacity for work are also understood as included.

3. The contractor also has the right to invoke force majeure, if the circumstance that (further) prevent compliance, occur after the contractor should have fulfilled its obligations.

4. Parties can during the period that the force majeure continues, suspend obligations from the assignment. If this period lasts longer than two months, each of the parties is entitled to terminate the assignment, without obligation to reimburse damage to the other party.

5. Insofar as the contractor at the time of the onset of force majeure has partially fulfilled obligations under the order, or it will be possible to fulfil partially, the contractor is entitled to invoice for that part separately. The client is obliged to pay this invoice as if it were a separate order.

Article 17. Confidentiality

1. Both parties are required, unless otherwise agreed in writing, to hold all confidential information they receive under the assignment as confidential. Information counts as confidential if this is communicated as confidential by the other party or if this arises from the nature of the information.
2. If, on the basis of a statutory provision or a court decision, the contractor is obliged to also provide confidential information to third parties designated by law or the competent court, and the contractor cannot invoke a statutory or authorized recognized or permitted right of refusal by the judge, then the contractor is not obliged to pay compensation or compensation and the client is not entitled to dissolve the assignment on the basis of any damage caused by this.

Article 18. Intellectual property and royalty

1. Without prejudice to these general conditions, the contractor assumes the rights and powers on the basis of the Copyright Act.
2. Models, methods and instruments developed by the contractor for the execution of the assignment, are and remain the property of the contractor. Publication or other forms of publication of this is only possible after written permission from the contractor is obtained.
3. All documents, such as reports, opinions, assignments, designs, sketches, drawings, software, etc. provided by the contractor for the purpose of the client can be used by the client and can be duplicated by the client on behalf of its own use in client's own organization. All documents provided by the contractor may not be made public by the client without the prior consent of the contractor, or brought to the attention of third parties, unless the nature of the documents provided dictates otherwise.

Article 19. Cancellation during training and courses with open registration

1. For natural persons and employees of legal persons who register for a training, education, workshop or course with open registration, the following cancellation conditions apply, unless otherwise stated or agreed in writing.
2. The tenderer can dissolve the contract with regard to the registration during a reflection period of 14 days, from the moment of registration, without giving reasons, free of charge.
3. In case of cancellation of a registration after the reflection period, the participant pays an administrative fee of £100 for initial costs.
4. The registration can be cancelled free of charge (with the exception of the aforementioned £100) up to 30 days before the start of the training.
5. When the registration is cancelled 29 to 15 days before the start, the participant is obliged to pay 50% of the participation fee.

6. When the registration is cancelled 14 to 7 days before the start, the participant is obliged to pay 75% of the participation fee.

7. If the registration is cancelled less than 7 days before the start, the full participation fee must be paid

Article 20. Disputes

1. In the event of disputes arising from these general terms and conditions or from agreements building on them, the parties will attempt to resolve them in the first instance by means of Mediation in accordance with the relevant complaints procedure as described and stated on the website and in contracts.

2. If it has proved impossible to resolve a dispute as referred to above with the help of Mediation, that dispute will be settled by the competent court.

Article 21. Applicable law

UK law applies to every assignment between the contractor and the client; even if the client resides or is established abroad.