

These are the standard terms of business for the provision of Sales & Marketing and / or Consultancy Services, other than Venue Sourcing services, by VCSI, a company incorporated in The Netherlands (registered no. 2218212) whose registered office is at Vreehorstweg 27, 7102EK Winterswijk.

VCSI reserves the right to change these terms of business at any time without prior notice to you, so please check them regularly.

1. Definitions

1.1 "Business Day" means a week day (not being a Saturday or Sunday);

"Client" means the organisation contracting with VCSI for the provision of consultancy services as identified in the Terms of Engagement;

"Contract" means the contract formed by the acceptance and return by the Client of the Terms of Engagement, and such contract shall be governed by these VCSI Terms and the Terms of Engagement;

"Deliverables" means those items identified as such in the Terms of Engagement (if any) to be provided by VCSI to the Client in the course of delivering the Services;

"VCSI" means Vreehorst Consulting Services International;

"VCSI Terms" means these standard terms of business;

"Services" means the work to be undertaken by VCSI for the Client as described in the Terms of Engagement;

"Terms of Engagement" means the statement provided to the Client by VCSI, incorporating these VCSI Terms, which outlines the nature of the Services, the deliverables to be provided, the fees payable and the timeframe for completion of the Services;

"Work" means any activity performed by VCSI in relation to the Services;

"Working Days" means Monday to Friday excluding bank or public holidays.

2. The Services

2.1 VCSI will provide the Services to the Client on, and subject to, the VCSI Terms and the Terms of Engagement. VCSI will not start providing the Services until VCSI has received written acceptance of the Terms of Engagement by an authorised representative of the Client. By accepting the Terms of Engagement, the Client also agrees to be bound by these VCSI Terms to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document).

The Terms of Engagement, once signed and returned by the Client, shall, together with these VCSI Terms, form the contract between VCSI and the Client.

2.2 In accepting the Terms of Engagement, the Client authorises VCSI to proceed with all relevant preparations for providing the Services, including but not limited to purchase of materials, booking venues and travel (if required).

2.3 VCSI shall provide the Services using reasonable skill and care.

2.4 In providing the Services, VCSI shall use its reasonable endeavours to give sound advice based on the information available, but the Client will remain wholly responsible for determining matters of policy or action related to that advice.

2.5 The Client acknowledges and agrees that, in order for its personnel to derive benefits from the Services, such personnel will be required to make such commitment as is appropriate to the Services being provided.

3. Terms of Engagement, fees and expenses

3.1 The Terms of Engagement will, unless otherwise stated, remain capable of acceptance by the Client for a period of 90 days from the date thereof.

3.2 Fees will be charged on the basis set out in the Terms of Engagement. Fees will normally be charged separately for each category of work. Payment terms are normally 14 days from the date of invoice, although we may require immediate payment of the first invoice as a demonstration of good faith. VAT, where applicable, will be added to the invoice at the appropriate rate.

3.2.1 In the event that invoices are not settled in full in accordance with these Terms, VCSI reserves the statutory right to charge interest under the Dutch Late Payment of Commercial Debts (Interest) Act 2017.

3.3 Fees are normally charged at mutually agreed daily or hourly rates, or part thereof. Fees are charged for all time spent on the Client's affairs whether attending the Client's premises or elsewhere. Alternatively, where stated in the Terms of Engagement and agreed in writing with the client, a project can be undertaken on a fixed fee basis with VCSI providing a set number of hours or days of consultancy time per calendar month.

3.4 Where the allocated time for the Terms of Engagement is exceeded, additional hours or days will be charged at mutually agreed daily or hourly rates as defined in the Terms of Engagement or agreed in writing with the client prior to commencement of the project.

3.5 VCSI reviews fees periodically. The fee rates used in the Terms of Engagement are VCSI's current rates. Prior to commencement, our fee basis is always mutually agreed with the Client prior to commencement. Any future rate adjustments will be notified to the Client at least one month in advance before applying the new rates.

3.6 The Client will reimburse VCSI for all reasonable out of pocket expenses that may be incurred at the Client's request in connection with the Project including (where appropriate) travel and overnight subsistence and the cost of providing specialist equipment, goods and materials. Wherever possible such expenses will be agreed upfront with the Client.

4. Suspension and Termination

4.1 The Client may, at any time, terminate the project by giving VCSI written notice of at least two (2) full calendar months of the intention to do so – subject to the conditions detailed in clause 4.4).

4.2 VCSI may suspend the project if, in the reasonable opinion of VCSI, material circumstances adversely affect the performance of VCSI's obligations under the Contract, or where VCSI reasonably determines that there has been a material non-disclosure of information by the Client or material changes in circumstances which significantly alter the scope and/or nature of the project.

4.3 VCSI may, by giving notice in writing to the Client, terminate the project forthwith if:

4.3.1 The period of suspension (as described in clause 9.2.1) exceeds fourteen days; or

4.3.2 The Client commits a breach of the Contract and fails to remedy such a breach within seven days of being notified in writing by VCSI; or

4.3.3 The Client compounds with or negotiates for any composition or compromise with its creditors or is unable to pay its debts.

4.4 If the contract is terminated:

4.4.1 Each party to the contract shall on demand return to the other party, all property belonging to the other party in its possession at the time of termination; and

4.4.2 The client shall pay forthwith, on demand by VCSI, all fees and expenses in respect of all professional services performed by the company under the contract up to the date of termination (the date of termination shall include the notice period defined in clause 4.1) together with all reasonable costs and expenses incurred by the company in connection with and in consequence of the termination of the contract.

5. Copyright

5.1 Other than in respect of information that the Client has supplied to VCSI, VCSI shall, as between VCSI and the Client, own all copyright and any other intellectual property rights throughout the world subsisting in the contents of the Terms of Engagement and in all work produced by VCSI in the course of provision of the Services in whatever form or media (including, without limitation, the Deliverables) ("Work") unless otherwise indicated in the Terms of Engagement as "Client Materials".

5.2 If the Client requires VCSI to incorporate any material into the Work and supplies VCSI with such material, the Client warrants that:

5.2.1 the proposed use or incorporation of such material will not infringe any third party's intellectual property rights;

5.2.2 where the Client is not the owner of all copyright or other intellectual property rights in such material, the Client has received all necessary consents and licenses for the proposed use by VCSI of such material; and the Client will indemnify and keep VCSI fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of any nature arising out of or in connection with any breach of the warranty in this clause.

5.3 Subject to Clause 5.4, the Client agrees that it shall not copy or amend the Work or do or authorise any other act that may infringe or devalue VCSI's copyright or other intellectual property rights.

5.4 The Client may, subject to the last sentence of this clause, make a reasonable amount of copies of the Work (or part of the Work) for distribution to its own personnel and strictly for internal business purposes only. The Client shall ensure that each such copy of the Work (or part thereof) shall bear a statement acknowledging its source. The Client shall have no right to make any copies of any Deliverables on which VCSI does not own the copyright.

6. Sub-contractors

6.1 If the Client nominates sub-contractors to work with VCSI in the provision of the Services, the Client shall be responsible for such nominated sub-contractors. VCSI reserves the right to withdraw co-operation from any nominated sub-contractors if the performance or actions of such persons or organisations prevents VCSI fulfilling its obligations under the Terms of Engagement and these VCSI Terms.

7. Client's obligations

7.1 The Client will ensure that its staff, contractors and other suppliers co-operate fully with VCSI and cause no delay.

7.2 Whilst VCSI's employees are working on the Client's premises, the Client will ensure the health and safety of those people. The Client will indemnify VCSI and keep VCSI indemnified against all losses, damages and expenses incurred or suffered by VCSI in connection with any and all claims made in respect of any injury, death or loss suffered by those employees as a result of working at the Client's premises.

8. Confidentiality and data protection

8.1 Both during and after the provision of the Services, both parties shall keep confidential any information of the other party that is obtained in connection with the provision of the Services and that is clearly designated as 'confidential' or that is by its nature clearly confidential.

Neither party shall use such information except in connection with the Services nor divulge it to any third party without the prior written permission of the other party.

8.2 The provisions of this clause 8 shall not apply to any information disclosed by a party ("Disclosing Party") that:

8.2.1 is in, or comes into, the public domain (except as a result of a breach of these VCSI Terms);

8.2.2 was already in the possession of the Disclosing Party at the time of its receipt from the other party;

8.2.3 is received by the Disclosing Party from a third party who was not under a legal obligation of confidentiality with respect to it;

8.2.4 is required by law to be disclosed by the Disclosing Party.

8.3 The Client and VCSI shall observe the requirements of the General Data Protection Regulation (GDPR) and any other applicable data privacy legislation in relation to information regarding identifiable living individuals ("Personal Data").

8.4 Where VCSI discloses to the Client any Personal Data, the Client acknowledges that, for the purposes of the GDPR, it is the "Data Controller" in relation to those Personal Data and the Client will:

8.4.1 not keep such Personal Data longer than is necessary to fulfil the purpose for which it was collected;

8.4.2 take all reasonable steps to safeguard the security of such Personal Data;

8.4.3 exercise discretion over the access given to such Personal Data within the Client organisation;

8.4.4 take all reasonable steps to ensure that those given access to such Personal Data understand and respect the need for confidentiality regarding the Personal Data;

8.4.5 and the Client shall indemnify and keep VCSI fully indemnified against all costs, claims, demands, expenses and liabilities of any nature arising out of or in connection with any breach of this clause 8.

8.5 The Terms of Engagement shall be treated as confidential information for the purposes of this clause 8.

9. Term and termination

9.1 The Contract will commence on the date that VCSI receives the signed Terms of Engagement from the Client and shall continue in full force and effect until the Services have been completed, subject to earlier termination pursuant to Clauses 9.2 and 9.3.

9.2 Either party may terminate provision of the Services immediately by notice in writing to the breaching party if the breaching party:

9.2.1 is in irremediable breach of its obligations or, in the case of a remediable breach, such breach has not been remedied within 14 days of receipt by the breaching party of a notice from the other party specifying the breach and requiring its remedy; or

9.2.2 enters into voluntary or compulsory liquidation, or compounds with or convenes a meeting of its creditors, or has a receiver or manager or an administrator appointed over any part of its assets, or ceases for any reason to carry on business, or takes or suffers any analogous action which in the opinion of VCSI means that the Client may not be able to pay its debts.

9.3 VCSI may terminate provision of the Services at any time if:

9.3.1 it has given the Client two (2) months' notice in writing; or

9.3.2 the Client attempts substantially to alter the scope or definition of the Services without VCSI's prior written agreement.

9.4 On termination, VCSI will be entitled to be paid all fees and expenses incurred or accrued and payable by the Client as at the date of termination or cancellation of the Services. In the case of termination by VCSI pursuant to Clause 9.2, the Client will be deemed to have cancelled the Services and will be liable to pay a cancellation charge as specified in Clause 4.1, if applicable.

9.5 On termination, each party shall immediately return to the other party all property of the other party in its custody, possession or control.

9.6 Clauses 1, 3, 4, 5, 8, 9, 10, and 14 shall survive expiry or termination of this Agreement howsoever caused and shall remain thereafter in full force and effect after termination.

10. Warranty and liability

10.1 VCSI undertakes to exercise due care in the performance of the project in accordance with applicable professional standards. The Company's objective is to provide a high quality, professional service that fully meets the client's expectations and requirements.

10.2 VCSI shall not be liable to the Client in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which the Client may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this Contract by VCSI or its servants, in a sum which is greater than the total price of the associated fees.

10.3 VCSI shall not be liable to the client in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss of profits and/or loss of production or any indirect or consequential (including economic) loss of any kind which the Client may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this Contract by VCSI or its servants.

10.4 VCSI shall not be liable to the client in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss of profits and/or loss of production or any indirect or consequential (including economic) loss of any kind which the client may suffer by reasons outside the direct control of VCSI or its servants.

10.5 VCSI will not be liable for any indirect or consequential loss, loss of business, profit, revenue, data or goodwill, nor for lost or wasted management time or employee time of the Client.

10.6 Nothing in this Contract shall operate so as to exclude:

10.6.1 Either party's non-excludable liability in respect of death or personal injury caused by its negligence or the negligence of its servants;

10.6.2 The application of Section 12 of the Sale of Goods Act; or

10.6.3 Liability for fraudulent misrepresentation.

10.6.4 VCSI holds a current Certificate of Professional Liability Insurance to cover any civil liabilities arising from its professional activities.

10.7 Any condition, representation or warranty that might otherwise be implied or incorporated within these Terms by reason of statute or common law or otherwise is hereby expressly excluded.

11. Force majeure

11.1 If either party is affected by Force Majeure it shall forthwith inform the other party in writing of the matters constituting the Force Majeure and shall keep the party fully informed of the continuance and of any change of circumstances whilst such Force Majeure continues

11.2 If the Force Majeure continues for longer than 3 months either party may at any time whilst such Force Majeure continues by notice in writing to the other terminate this contract.

11.3 Save as provided for in this Clause Force Majeure shall not entitle either party to terminate this Contract and neither party shall be in breach of this Contract, nor otherwise liable to the other party, by reason of any delay in performance or non-performance of any of its obligations due to Force Majeure.

12. Waiver

No delay, neglect or forbearance by either party in enforcing any provision of the Terms of Engagement or these VCSI Terms shall be deemed to be a waiver or in any way prejudice any rights of that party.

13. Rights of third parties

Nothing in these VCSI Terms or the Terms of Engagement confers or purports to confer on any third party any right to enforce any of the Terms of Engagement or these VCSI Terms.

14. Governing law and jurisdiction

These Terms and the Terms of Engagement are governed by and construed in accordance with the laws of The Netherlands, and are subject to the exclusive jurisdiction of the Dutch courts.

15. Entire agreement

15.1 These VCSI Terms together with the Terms of Engagement constitute the entire agreement between VCSI and the Client in relation to the Services, and supersede all earlier communications. Each party acknowledges that it has not relied on any commitment, representation or warranty in entering into the Contract, other than those expressly set out in the Contract. No amendment or other variation to these VCSI Terms by the Client will be effective unless it is in writing, is dated and is signed by a duly authorised representative of VCSI and the Client.

15.2 If there is any conflict between these VCSI Terms and the Terms of Engagement, these VCSI Terms will prevail.

16. Notices

16.1 Any notice permitted or required under these VCSI Terms will be given in writing and shall be effectively served if delivered by hand or sent by E-mail or post to VCSI at its usual address and, in the case of the Client, to the last known or usual address. Any notice personally delivered shall be deemed to have been received at the time of delivery. Any notice sent by post shall be deemed to have been delivered three Business Days after posting in the case of inter-Netherlands communications, or five Business Days otherwise.

16.2 In cases where the Terms of Engagement specify nominated representatives of the parties, all notices shall be addressed to such representatives.