

General terms and conditions

Date last update: 05-09-2022

When you sign up for a partnership with an (online) event of ToTalent Werf& B.V. and/or LoopbaanPro, you agree to the following terms and conditions:

Section 1 Applicability

1.1	All offers made by and/or made to us, all agreements concluded with us and all services to be provided by us are exclusively subject to our general terms and conditions.
1.2	The applicability of your general terms and conditions is hereby expressly rejected in all cases, even if you refer to them in a request for an offer addressed to us.
1.3	If any provision of these general terms and conditions is invalid or is annulled, the other provisions of these general terms and conditions will remain fully in force. We will also consult with you in order to agree on new provisions to replace the void or voided provisions. In doing so, the purpose and meaning of the void or annulled provision will be taken into account as much as possible.

Section 2 Offers and conclusion of the agreement

2.1	All offers made by us are without obligation, unless otherwise indicated below. Furthermore, they are to be regarded as a whole.
2.2	Acceptance of an offer is effected by you registering with us online. Acceptance can take place by means of digital signature of the offer prepared by us. Acceptance of an offer implies that you accept the offer and the obligations (of payment or otherwise) arising from it and you are therefore also obliged to comply with these obligations. Whether or not you have received the order confirmation does not affect your obligations as stated in this paragraph.
2.3	If due to circumstances, including the nature, extent, time, no provisional confirmation has been sent, the invoice shall be deemed to be a provisional confirmation.
2.4	We reserve the right to refuse applications and orders without giving reasons.
2.5	Each contract is entered into by us under the suspensive condition that you are sufficiently creditworthy - at our sole discretion - for the financial performance of the contract. Amendments to the contract must be agreed upon by the parties in writing.

Section 3 Prices

3.1	The prices quoted are exclusive of VAT and must be paid inclusive of VAT unless otherwise indicated.
3.2	Prices are in Euros, unless expressed in other currencies.

Section 4 Invoicing and payment

4.1	Invoices will be sent by e-mail to the invoice address provided by you, which does not affect your own payment obligation towards us.
4.2	Unless otherwise agreed, invoices must be paid within 14 days of the invoice date, at the latest 14 days prior to the event. Your registration is only final after payment.
4.3	If any term of payment stipulated in the condition or agreed separately is exceeded, you shall be in default by operation of law without further notice. We are entitled to send you a reminder. If you have not paid within 7 days after the sending date of the reminder, Werf& B.V. shall be entitled to send a reminder. If you have not paid within 7 days after the date of sending of the reminder, we are entitled to proceed to collection without further notice. You will in that case be charged default interest at a rate of 1.0% per month on the amount owed.
4.4	In addition to the principal sum and the default interest, you shall owe all costs, both judicial and extrajudicial, which are incurred by us for the collection of our claim and for the preservation of our rights. The extrajudicial costs are set at 15% of the principal sum, with a minimum of € 112.50, plus the VAT due.
4.5	Without prejudice to the above, in the event of non-payment or late payment, or non or improper fulfilment of any of your obligations, we shall be entitled, without prior notice of default, to cease further deliveries or to suspend the fulfilment of our obligations. Without prejudice to our right to compensation for all direct, indirect and consequential damage, including loss of profit, and without prejudice to all other rights accruing to us by law.
4.6	We are at all times entitled to demand advance payment, cash payment or security for payment from you, even after the agreement has been made. If you fail to comply with this, we shall be entitled, without prior notice of default, to deny you access to the event or to suspend the fulfilment of our obligations, without prejudice to our right to compensation for the damage referred to in Article 4.5 and without prejudice to all other rights to which we are legally entitled.

Section 5 Advertisements

5.1	Complaints about goods and/or services delivered to you must be notified to us in writing, stating the reasons, within 8 days of the date of the event or delivery at the latest. If you fail to do so, you will be deemed to have agreed to the goods delivered and to have waived all rights and powers available to you under the law and/or agreement.
5.2	The submission of a complaint shall not affect the fulfilment of payment obligations.

Section 6 Reservation of ownership

6.1	All items delivered to you remain our property, but at your expense and risk, until all amounts owed by you for the items delivered or to be delivered or work carried out or to be carried out under the agreement, as well as the claims for failure to comply with this or similar agreements on your part, including interest and collection costs, have been paid in full by you.
6.2	You and/or your assistants will take all necessary care and will take all appropriate measures to separate the items referred to in the previous paragraph and to keep them separate from any other items that you and/or your assistants may have. To this end you are held in any case to store the items referred to in the first paragraph separately and/or to mark them in such a way that they are clearly recognisable to third parties as our property. You are held to grant us or our authorised representatives free access at all times to the spaces where the items delivered by us are located.
6.3	As long as the ownership of the delivered goods has not been transferred to you, you are not permitted to process the goods, place them out of your actual control, alienate them, pledge them or encumber them in any other way.
6.4	You are obliged to inform third parties who wish to claim the goods delivered by us of our property rights. Furthermore, you are obliged to inform us immediately.
6.5	If you fail to fulfil your obligations or if we have good reason to fear that you will fail to fulfil your obligations, we may invoke our retention of title.
6.6	If we invoke our retention of title, you are obliged, upon request, to bring the delivered goods into our actual control immediately and free of charge.

Section 7 Intellectual property rights

7.1	All intellectual or industrial property rights to all drawings, templates, lithographs, designs, sketches, models, documents and items developed or made available under the agreement, as well as preparatory materials thereof (collectively referred to as: "Information") are vested exclusively in us or our licensors.
7.2	You will only receive the rights of use and powers expressly granted to you by these terms and conditions or otherwise. Ownership of the Information referred to in paragraph 1 shall remain vested in us, but shall be for your account and risk. The provisions of articles 6.2 to 6.6 of these general terms and conditions also apply to the Information.
7.3	You are not permitted to make the Information available to third parties, duplicate it or make copies of it (or have it made) without our prior written consent.

Section 8 Infringement of the rights of third parties

8.1	If it is irrevocably established by a competent court in a legal action against us that a good delivered by us infringes an intellectual or industrial property right of a third party, we shall, at our discretion, replace the good concerned with a product that does not infringe the right in question, acquire a right of use in that respect or refund the price paid for that good, less reasonable depreciation.
8.2	In the event of replacement or reimbursement, we shall be entitled to take back the item originally delivered.
8.3	We are under no obligation in respect of any infringement of third-party rights other than the obligation to replace, acquire or refund specified in paragraph 1.
8.4	In the event that an order is carried out according to design, drawings, specifications or instructions provided by or on behalf of you, you guarantee us that the use of these will not infringe any legal regulations or protective rights of third parties and you indemnify us against all claims related to alleged infringements of intellectual or industrial property rights of third parties.

Section 9 Liability

9.1	<p>Our total liability on account of attributable failure in the fulfilment of the agreement shall be limited to compensation of the material and direct damage up to a maximum of the amount of the price stipulated separately for the goods in question (excluding VAT), insofar as:</p> <ul style="list-style-type: none">- the damage is the direct result of our intent or gross negligence or that of the persons whose services we use in the execution of the agreement- the damage is the direct consequence of a demonstrable defect in the goods produced and delivered by us in so far as these do not offer the safety which may be expected of them under all circumstances;- has been directly caused by the execution of activities carried out pursuant to the agreement.
9.2	Furthermore, we are not liable for any damage suffered by you as a result of editorial and/or content inaccuracies and/or incompleteness in the items and/or services provided by and/or on behalf of us.
9.3	For the aforementioned damages, we shall in any case not accept liability for those damages for which we are not insured and should not have been insured on the basis of the customary practice in the industry. Furthermore, our total liability shall never exceed the amount of EUR 4.500 per event.
9.4	We can only be held liable for those (in)direct damages for which we have expressly accepted liability in these conditions.
9.5	You shall indemnify us against all third-party claims due to liability which do not rest with us pursuant to the previous paragraphs of this article.

Section 10 Force majeure

10.2	If, in our opinion, the force majeure is of a temporary nature, we shall be entitled to suspend the performance of the agreement until the circumstances causing the force majeure no longer exist.
10.3	If, in our opinion, the force majeure situation is of a permanent nature, or if the performance of the agreement has been suspended for more than three months, or as soon as it is certain that it will last for at least three months, each of the parties may demand by registered letter that the agreement either be adapted to the circumstances or be dissolved with immediate effect for the part in question, without the parties being obliged to pay damages to each other in the process.
10.4	We shall always be entitled to claim payment for the services rendered in the execution of the agreement concerned before the cause or circumstance of force majeure became apparent.
10.5	The party that considers itself to be in a situation of force majeure shall immediately notify the other party.

Section 11 Rescission

11.1	<p>If you:</p> <ul style="list-style-type: none">- are declared bankrupt, proceeds to the surrender of assets, submits a request for suspension of payments or if all or part of your assets are seized;- (in the case of a natural person) dy or are placed under guardianship;- you fail to fulfil, or fail to fulfil properly, any obligations incumbent on you by virtue of the law or the agreement;- has not paid an invoice amount or a part thereof within the stipulated period or does not comply with our request for advance payment, cash payment or security for payment pursuant to article 4.6 of these general terms and conditions;- proceeds to discontinue or transfer your company or an important part thereof, including the contribution of your company to a company to be founded or already existing, or proceeds to change the objective of your company, <p>by the mere occurrence of one or more of these circumstances, we are entitled to dissolve the agreement wholly or partly by means of a written statement, without any judicial intervention or notice of default being required.</p> <p>As well as the right to demand immediate and full payment of any amount owed by you by virtue of the agreement entered into, without any warning or notice of default being required, without prejudice to our right to compensation for all direct, indirect and consequential damage, including loss of profit and without prejudice to all other legal rights to which we are entitled.</p>
11.2	If we fail to meet our obligations, or fail to meet them on time or adequately, even after a written reminder to this effect, you are entitled to dissolve the relevant agreement for the defective part, without being able to claim compensation for (dissolution) damages, without prejudice to the applicability of the retention of title clauses contained in these terms and conditions.

Section 12 Cancellation

12.1	You can cancel up to 2 months before the date of the (online) event in writing only. We will then charge you € 750.00 (excl. VAT) for administration costs. After that we charge the full amount. Of course, a colleague can replace you without additional costs or you can choose to receive a credit for the amount paid. However, this must be notified in writing in advance.
12.2	We reserve the right to change the date and location of the event at any time or to cancel the event for reasons other than force majeure (see Article 10). In this case, you can either move on to a subsequent event or the participation fee already paid will be refunded. If one of the speakers is ill, a replacement speaker will be provided. If this is not possible, the event will be postponed and rescheduled. If you are unable to attend on that date, the participation fee already paid will be refunded.

Section 13 Applicable law and competent court

13.1	All offers and agreements to which these terms and conditions apply shall be governed exclusively by Dutch law.
13.2	All disputes arising from or related to an offer, order, agreement or commitment to which these conditions apply shall in the first instance be exclusively settled by the absolutely competent court in the district of Rotterdam.