

General conditions BS Original

Article 1 General

1. These general terms and conditions apply to all offers and deliveries of services by BS Original.

2. In these conditions the following terms have the following meanings:

Assignment: the assignment agreement concluded between BS Original and the client.

Client: any natural or legal person who orders services provided by BS Original.

Client: the natural person, also the client, who is supervised by BS Original or the natural person designated by the client who has been accepted by BS Original and who has voluntarily opted for guidance by BS Original.

Article 2 Quotation and Assignment

1. There are no costs associated with exploratory conversations with the client and / or the client. An exploratory meeting is understood to mean the first interview with the consultant of BS Original.

Exploratory talks are non-binding and confidential.

2. Offers from BS Original are without obligation and based on information provided by the client and / or the client. If, in addition to or deviation from the information provided by the client and / or the client, circumstances still arise or appear to hinder the execution or duration of the assignment, BS Original can limit, postpone or terminate the guidance. .

3. The quotations made by BS Original are without obligation; they are valid for 30 days unless otherwise indicated. BS Original is only bound by the offers if the acceptance thereof by the other party is confirmed in writing within 30 days. Additions and changes can only be made in writing.

5. BS Original reminds the client that acceptance of guidance by the client should not be regarded as a commitment to terminate the employment, acknowledgment of the need to leave, acknowledgment of incompetence or the existence of an unworkable situation. The counseling cannot and should not serve as an argument for dismissal. The guidance by BS Original will not affect the legal position of the client and the client. They both retain their rights and freedoms.

6. The terms specified by BS Original for the performance of its services are indicative.

7. The assignments to be carried out by BS Original only include a best efforts obligation.

Article 3 Rates

1. Unless expressly agreed otherwise in writing, the rates applied by BS Original are exclusive of VAT. The travel costs incurred by the consultant of BS Original will be charged separately.

2. The travel costs that the client incurs are for the account of the client and / or the client himself.

3. The remuneration that BS Original will receive is agreed in advance and does not depend on the result of the supervision.

4. If BS Original wants to increase its rates in the case of long-term contracts, it will notify the client 3 months in advance. If the client does not agree with the interim price increase, BS Original and the client are entitled to terminate the agreement. In that case, the current counseling will be completed under the previously agreed conditions.

5. If the client does not arrive at the appointments on time, BS Original will fully charge the reserved time to the client. If the client cancels an appointment within 24 hours before the start of the appointment, the client owes the reserved time in full.

Article 4 Payment conditions

1. Payment, unless otherwise agreed in writing, must be made within 14 days of the invoice date and must be transferred to BS Original's bank account.

2. Complaints about invoices must be made in writing within 14 days of receipt of the invoice.

3. If the client does not pay on time, the client will owe statutory interest on the outstanding amount immediately after the expiry of the payment term without further notice of default. The judicial and extrajudicial costs incurred by BS Original to collect the overdue amount are for the account of the client, unless the court decides otherwise. The extrajudicial collection costs are set at 15% of the overdue amount with a minimum of Euro 100.

4. BS Original is entitled to suspend its supervision as long as the client is in default with the fulfillment of its payment obligations. This also applies when a fixed implementation period has been agreed.

Article 5a Confidentiality, code of conduct and privacy regulations

1. Each party will observe strict confidentiality towards third parties with regard to the information received from and about the other party.
2. If and insofar as BS Original issues a written report to the client, not being the client, the client will be able to view the report in advance and it will be offered to the client in consultation with the client.
3. The client and / or the client may not withhold important data of a psychological, social, legal or judicial nature at the intake that may hinder the progress of the counseling.
4. BS Original, responsible within the meaning of the Personal Data Protection Act, is responsible for and entitled to the (digital) processing of the personal data, which are collected in the context of the services referred to in these general terms and conditions, or at least directly authority subject to processing and ensure that any processors comply with applicable laws and regulations.

Article 5b Complaints procedure

1. If the client or client has a complaint with regard to the execution of the assignment itself or the manner in which the assignment has been or will be carried out, the client can submit this complaint in writing and orally to BS Original. The client will receive written confirmation of the submitted complaint from BS Original as soon as possible and within 1 week after the complaint has been submitted.
2. The client is given the opportunity to explain his complaint orally and in person.
3. Within 4 weeks after submission, the complaint will be handled and BS Original will inform the client in writing and with motivation of the findings and the manner of handling.

Article 6 Liability

1. BS Original is not liable or responsible for damage as a result of actions or behavior taken by the client or client that could possibly result from the guidance or advice given by BS Original.
2. Furthermore, BS Original is only liable for shortcomings in the performance of its services if and insofar as these are the result of gross negligence or gross shortcoming.
3. Liability for damage is limited to the amount of the fee that BS Original has received for its services. If the execution of the assignment lasted longer than 6 months, its liability is limited to the fee for the last 6 months.
4. If, on the basis of the above, the client believes he can claim compensation, he must, under penalty of forfeiture, notify BS Original in writing within a reasonable time, but no later than 2 years after the termination of the assignment.
5. Client indemnifies BS Original against claims from third parties.

Article 7 Copyright

1. The advice and reports issued by BS Original as well as the work material offered are exclusively intended for the client himself and - subject to the client's permission - also intended for inspection by the client.
2. Prior publication by BS Original is required for the publication or making available of the work material, advice and reports to parties other than the client and the client.

Article 8 Cancellation

1. The client is at all times authorized to terminate the agreement by giving notice. In that case, the client will not owe any compensation to BS Original. In the event of cancellation, the client / client is obliged to reimburse the number of hours that the client has received guidance and the associated costs of preparation and reporting for the cancellation at a normal hourly rate. The reason for termination will be communicated to the other parties, stating reasons.
2. In the event of cancellation by the client before the first appointment between the client and BS Original has taken place, BS Original is entitled to charge € 100 in administration costs.

Article 9 Dissolution

1. BS Original is entitled to dissolve the agreement without obligation to pay compensation if:
 - the client is in default;
 - the client is declared bankrupt or applies for bankruptcy, applies for a moratorium or applies for a debt rescheduling scheme for natural persons;

- the client or client knowingly or withhold important information for the progress of the supervision;
 - the client is insufficiently motivated to be able to be guided effectively.
2. In the above cases, the client is liable to pay damages to BS Original. The amount of the damage is set at half of the agreed amount for the remaining support plus the number of hours that support has taken place that have not yet been paid.
3. When BS Original is temporarily prevented from fulfilling the obligations it has entered into due to force majeure, BS Original has the right to suspend compliance or to adjust it in consultation with the client in such a way that execution remains possible, without being in default. to be. If fulfillment by BS Original is permanently impossible or lasts longer than 3 months, the agreement concluded by the parties will be dissolved without the right to compensation for one of the parties. If an advance on the payment has been made for services that are not yet
BS Original will repay it within a reasonable period.

Article 10 Applicable law

1. All relations between BS Original and the client and / or client are governed by Dutch law.