



General Terms & Conditions Joseph Waiden

Version January 2020

1. Applicability

- 1.1 These terms and conditions will apply to all quotations, offers, activities, orders, agreements, and deliveries of services or products by or on behalf of Joseph Waiden.
- 1.2 Parties can only deviate from these terms and conditions if they have explicitly agreed upon this in writing.
- 1.3 The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or third parties.
- 1.4 By using the website (www.josephwaiden.com), online content, services, and products provided by Joseph Waiden, the customer or consumer agrees to these terms and conditions.

2. Definitions

- 2.1 **Agreement:** The agreement between Joseph Waiden and the customer concerning the services and products of Joseph Waiden, of which the terms and agreements are an inseparable part.
- 2.2 **Consumer:** A customer who is a natural person acting for private purposes.
- 2.3 **Customer:** The legal person with whom Joseph Waiden has entered into an agreement.
- 2.4 **Joseph Waiden:** The provider of services and products, Joseph Waiden, established in Amsterdam, Chamber of Commerce no. 75352702.
- 2.5 **Participant:** A natural person who partakes in services delivered by or on behalf of Joseph Waiden, attending as or commissioned by the customer.
- 2.6 **Parties:** Joseph Waiden and customer together.



- 2.7 Products:** The physical products offered by Joseph Waiden through the website or other channels.
- 2.8 Quotation:** The quotation sent out by Joseph Waiden for one or more services and/or products.
- 2.9 Services:** The services offered by Joseph Waiden through the website or other channels.
- 2.10 Terms & Conditions:** These general terms and conditions, including any attachments.
- 2.11 Website:** The public website www.josephwaiden.com, as well as social media accounts owned by Joseph Waiden and any other website that is used by Joseph Waiden for services and/or products.

3. Identity

3.1 Joseph Waiden

Elizabeth Cady Stantonplein 924

1102 BL Amsterdam

Chamber of Commerce number: 75352702

VAT identification number: NL002281887B27

4. Website

- 4.1** As stated in paragraph 4 of article 1, by accessing the website and/or related online media the customer or consumer agrees to these terms and conditions.
- 4.2** As stated in paragraph 1 of article 20, Joseph Waiden retains all intellectual property rights for (online) content - including but not limited to copyright of all text and visual and/or audio content.
- 4.3** The consumer may download or copy content created by Joseph Waiden for personal reference, or to draw the attention of others to the content posted on the website of Joseph Waiden or related online media.
- 4.4** It is strictly forbidden to modify any content provided by Joseph Waiden for either personal or commercial use.



- 4.5** It is strictly forbidden to print off, copy, download, and share any part of the website for commercial use without obtaining a license from Joseph Waiden. This includes but is not limited to texts, illustrations, photographs, videos, and audio files.
- 4.6** Joseph Waiden reserves the right to change, modify and remove content at any time, including suspending access to the website or closing it indefinitely.
- 4.7** The material displayed on the website and related online platforms, including comments, is provided without any guarantees, conditions or warranties as to its accuracy. Therefore, as stated in paragraph 3 of article 27, Joseph Waiden can not be held liable for any damages as a result of inaccurate material or the inaccessibility of thereof.
- 4.8** Joseph Waiden processes information about its website visitors and subscribers in accordance with its privacy policy. By using the website, consumers consent to such processing and warrant that all data provided is accurate.
- 4.9** By subscribing to the newsletter you accept receiving content including but not limited to news and promotions by means of email and agree to these terms and conditions and the privacy policy as provided by Joseph Waiden.
- 4.10** Consumers may link to the homepage and other online content, provided this is done in such a way that it is fair and legal and does not damage the reputation of Joseph Waiden or take advantage of it, nor implies a link in such a way as to suggest any form of association, approval or endorsement by Joseph Waiden where none exists.
- 4.11** Links to other sites and resources provided by third parties are provided for your information only. Due to Joseph Waiden having no control over such content, Joseph Waiden can not be held accountable for them or any damages that might ensue from using these links.

5. Offers and quotations

- 5.1** Offers and quotations from Joseph Waiden are without engagement, unless expressly stated otherwise.



- 5.2** An offer or quotation is valid for a maximum period of 1 month from its date, unless another acceptance period is stated in the offer or quotation.
- 5.3** If the customer does not accept an offer or quotation within the applicable time frame, the offer or quotation will lapse.
- 5.4** Offers and quotations do not apply to repeated orders, unless the parties have agreed upon this explicitly and in writing.

6. Acceptance

- 6.1** Upon acceptance of a quotation or offer without engagement, Joseph Waiden reserves the right to withdraw the quotation or offer within 3 days after receipt of the acceptance, without any obligations towards the customer.
- 6.2** Quotations or offers can not be accepted before the intake interview, if an intake interview is deemed mandatory by Joseph Waiden.
- 6.3** Verbal acceptance of the customer only commits Joseph Waiden after the customer has confirmed this in writing (or electronically).

7. Cancellation of consumer purchases

- 7.1** Consumers have a 14-day cooling off period in which to cancel a purchase and terminate the agreement. Send your request for cancellation to info@josephwaiden.com. If the customer already paid the invoice in whole or in part, the total amount paid will be reimbursement minus any transaction fees.
- 7.2** If the consumer schedules an appointment within the 14-day cooling off period, he can still cancel his purchase free of charge in the period leading up to the 48 hours before the start of the first session. If the consumer cancels his purchase during the final 48 hours leading up to the first session, he is obliged to pay for the first session in proportion to the agreement in addition to any transaction fees.



8. Prices

- 8.1** All prices used by Joseph Waiden are in euros, are exclusive of VAT, and are exclusive of any other costs such as administration costs, levies and travel- shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
- 8.2** Joseph Waiden is entitled to adjust all prices for its products and services, shown on its website or otherwise, at any time.
- 8.3** The price with regard to services is determined by Joseph Waiden on the basis of actual working hours.
- 8.4** The price is calculated according to the usual hourly rates of Joseph Waiden, valid for the period in which he carries out the work, unless a different hourly rate has been agreed.
- 8.5** If the parties have agreed on a total amount for a service provided by Joseph Waiden, this is always a target price, unless the parties have explicitly agreed upon in writing on a fixed price, which can not be deviated from.
- 8.6** Joseph Waiden is entitled to deviate up to 10% of the target price.
- 8.7** If the target price exceeds 10%, Joseph Waiden must let the customer know in due time why a higher price is justified.
- 8.8** If the target price exceeds 10%, the customer has the right to cancel the part of the order that exceeds the target price by 10%.
- 8.9** Joseph Waiden has the right to adjust prices annually.
- 8.10** Joseph Waiden will communicate price adjustments to the customer prior to the moment the price increase becomes effective.
- 8.11** The consumer has the right to terminate the contract with Joseph Waiden if he does not agree with the price increase.



9. Payments and payment term

- 9.1** The customer must pay the invoices of Joseph Waiden within 14 days, unless parties have made other agreements about this or if the invoice has a different payment term.
- 9.2** When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Joseph Waiden.
- 9.3** Joseph Waiden reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of services or products.

10. Consequences of late payment

- 10.1** If the customer does not pay within the agreed term, Joseph Waiden is entitled to charge an interest of 1% per month from the day the customer is in default, whereby a part of a month is counted for a whole month.
- 10.2** When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Joseph Waiden.
- 10.3** The collection costs are calculated on the basis of the reimbursement for extrajudicial collection costs.
- 10.4** If the customer does not pay on time, Joseph Waiden may suspend its obligations until the customer has met his payment obligation.
- 10.5** In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Joseph Waiden on the customer are immediately due and payable.
- 10.6** If the customer refuses to cooperate with the performance of the agreement by Joseph Waiden, he is still obliged to pay the agreed price to Joseph Waiden.



11. Cancellation

- 11.1** If a private one-on-one session is cancelled it will be rescheduled at an agreed time.
- 11.2** Notice of cancellation or change of arrangement must be given at least 48 hours before the start of the appointment in writing and preferably also by phone. To avoid confusion, the other party must reply with confirmation upon seeing the cancellation request. This applies both to Joseph Waiden and the customer or participant. Customers and participants can send their cancellation request to info@josephwaiden.com.
- 11.3** The notice period of paragraph 2 of this article does not apply to unexpected and unavoidable occurrences.
- 11.4** If the participant fails to honour the notice period described in paragraph 2 of this article, the customer is obliged to pay the full amount of the ordered service including any additional costs - with the exception of the first incident.
- 11.5** If Joseph Waiden fails to honour the notice period described in paragraph 2 of this article, the customer is eligible for reimbursement or a new appointment.
- 11.6** The option for reimbursement as described in paragraph 5 of this article does not apply to group sessions or private sessions which are part of a multi-session training program or a fixed number of (consecutive) sessions.
- 11.7** See article 7 for the terms and conditions regarding cancellation of consumer purchases during the 14-day cooling off period.

12. Reimbursement

- 12.1** By accepting an offer or quotation, the customer agrees to being invoiced in full for the services that are part of the agreement and waives the right for reimbursement, unless the parties have expressly agreed otherwise in writing.



12.2 If a payment is to be reimbursed in whole or in part, the total amount due minus any transaction fees will be transferred to the customer's bank account within 14 working days, assuming all required banking details are provided and correct.

13. Suspension of obligations by the customer

13.1 The customer waives the right to suspend the fulfillment of any obligations arising from this agreement.

14. Settlement

14.1 The customer waives his right to settle any debt to Joseph Waiden with any claim on Joseph Waiden.

15. Insurance

15.1 The customer undertakes to insure and keep insured the following items adequately against fire, explosion and water damage as well as theft:

- goods delivered that are necessary for the execution of the underlying agreement
- good beings property of Joseph Waiden that are present at the premises of the customer
- goods that have been delivered under retention of title

15.2 At the first request of Joseph Waiden, the customer provides the policy for these insurances for inspection.



16. Guarantee

- 16.1** When parties have entered into an agreement with services included, these services only contain best-effort obligations for Joseph Waiden, not obligations of results or warranty that any of the training sessions will bring the desired results for the participant.
- 16.2** Joseph Waiden reserves the rights to make a professional judgement when the services are not suitable for the participant's situation and to terminate the agreement. All services delivered must be paid in full based on the initial amount the parties agreed on.
- 16.3** The results of the participant depend on his engagement, participation and the application of training, his ability to learn, and his ability to accept and implement change.

17. Performance of the agreement

- 17.1** Joseph Waiden executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
- 17.2** Joseph Waiden has the right to have the agreed services (partially) performed by third parties.
- 17.3** The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
- 17.4** Is it the responsibility of the customer that Joseph Waiden can start the implementation of the agreement on time.
- 17.5** If the customer has not ensured that Joseph Waiden can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.



18. Duty to inform by the customer

18.1 The customer shall make available to Joseph Waiden all information, data and documents relevant to the correct execution of the agreement in time and in the desired format and manner.

18.2 The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.

18.3 If and insofar as the customer requests this, Joseph Waiden will return the relevant documents.

18.4 If the customer does not timely and properly provide the information, data or documents reasonably required by Joseph Waiden and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

19. Duration of the agreement

19.1 The agreement between Joseph Waiden and the customer is entered into for the duration as agreed upon in the agreement or if the parties have expressly agreed otherwise in writing.

19.2 If the parties have agreed upon a term for the completion of certain activities, this is never a strict deadline, unless specified explicitly otherwise in writing. If this term is exceeded, the customer must give Joseph Waiden a written reasonable term to terminate the activities, before it may either terminate the contract or claim damages.



20. Intellectual property

- 20.1** Joseph Waiden retains all intellectual property rights (including copyright, patent rights, trademark rights, design and design rights, etc.) on all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, scale models, etc., unless parties have agreed otherwise in writing.
- 20.2** The customer may not copy or have copied the intellectual property rights without prior written permission from Joseph Waiden, nor show them to third parties and/or make them available or use them in any other way.

21. Confidentiality

- 21.1** The participant keeps any information he receives (in whatever form) from Joseph Waiden and other participants confidential.
- 21.2** The same applies to all other information concerning Joseph Waiden of which he knows or can reasonably suspect that it is secret or confidential, or of which it can expect that it can expect that its disclosure may cause damage to Joseph Waiden.
- 21.3** The customer takes all necessary measures to ensure that he keeps the information referred to in paragraphs 1 and 2 secret.
- 21.4** The obligation of secrecy described in this article does not apply to information:
- which was already made public before the customer heard this information or which later became public without being the result of a violation of the customer's duty to confidentiality
 - which is made public by the customer due to a legal obligation



21.5 The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after the end thereof.

21.6 Joseph Waiden keeps any information he receives (in whatever form) from participants confidential, unless Joseph Waiden and the participant have expressly agreed otherwise in writing.

21.7 In the case of training sponsored by an employer, the sessions are subject to the employer's company policy. In such cases, the information Joseph Waiden receives from participants is not privileged or protected by paragraph 6 of this article.

22. Penalties

22.1 If the customer violates the articles of these general terms and conditions about secrecy or intellectual property, then he forfeits on behalf of Joseph Waiden an immediately due and payable fine of €5000 and additional €1000 for each violation and in addition an amount of 5% of the aforementioned amount for each day that this violation continues.

22.2 No actual damage, prior notice or default or legal proceedings are required in forfeiting the fine referred to in the first paragraph of this article.

22.3 The forfeiture of the fine referred to in the first paragraph of this article shall not affect the other rights of Joseph Waiden, including its right to claim compensation in addition to the fine.

23. Indemnity

23.1 The customer indemnifies Joseph Waiden against all third-party claims that are related to the products and/or services delivered by Joseph Waiden.



24. Complaints

- 24.1** The customer must examine a product or service provided by Joseph Waiden as soon as possible for possible shortcomings.
- 24.2** If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Joseph Waiden of this by sending an email to info@josephwaiden.com as soon as possible, but in any case within 14 days after the discovery of the shortcomings.
- 24.3** The customer gives as detailed a description as possible of the shortcomings, so that Joseph Waiden is able to respond adequately.
- 24.4** The customer must demonstrate that the complaint relates to an agreement between the parties.
- 24.5** If a complaint relates to ongoing work, this can in any case not lead to Joseph Waiden being forced to perform other work than has been agreed.

25. Giving notice

- 25.1** The customer must provide any notice of default to Joseph Waiden in writing.
- 25.2** It is the responsibility of the customer that a notice of default actually reaches Joseph Waiden (in time).

26. Joint and several client liabilities

- 26.1** If Joseph Waiden enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Joseph Waiden under that agreement.

27. Liability of Joseph Waiden

- 27.1** Joseph Waiden is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.



- 27.2** If Joseph Waiden is liable for any damage, it is only liable for direct damages that result from or is related to the execution of an agreement.
- 27.3** Joseph Waiden is never liable for indirect damages, such as consequential loss, lost profit, lost savings, impaired goodwill, damage due to business stagnation, damage to third parties, or loss of or damage to data.
- 27.4** If Joseph Waiden is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
- 27.5** All images, photos, colours, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and can not lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

28. Expiry period

- 28.1** Every right of the customer for compensation from Joseph Waiden shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 of the Dutch Civil Code.

29. Dissolution

- 29.1** The customer has the right to dissolve the agreement if Joseph Waiden imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
- 29.2** If the fulfillment of the obligations by Joseph Waiden is not permanently or temporarily impossible, dissolution can only take place after Joseph Waiden is in default.

29.3 Joseph Waiden has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Joseph Waiden good grounds to fear that the customer will not be able to fulfill his obligations properly.

30. Force majeure

30.1 In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Joseph Waiden of any obligation to the customer can not be attributed to Joseph Waiden in any situation independent of the will of Joseph Waiden, when the fulfillment of its obligations towards the customer is prevented in whole or in part of when the fulfillment of its obligations can not reasonably be required from Joseph Waiden.

30.2 The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, delivery services or other third parties; unexpected disturbances of power, electricity, internet, computer, software, digital services, or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions, work stoppages, illness, or urgent private matters.

30.3 If a situation of force majeure arises which results in Joseph Waiden not being able to fulfill one or more obligations towards the customer, these obligations will be suspended until Joseph Waiden can comply with it.

30.4 From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.

30.5 Joseph Waiden does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.



31. Modification of the agreement

31.1 If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

32. Changes in the general terms and conditions

32.1 Joseph Waiden is entitled to amend or supplement these general terms and conditions.

32.2 Changes of minor importance can be made at any time.

32.3 Major changes in content will be discussed by Joseph Waiden with the customer in advance as much as possible.

32.4 Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

33. Transfer of rights

33.1 The customer can not transfer its rights deferring from an agreement with Joseph Waiden to third parties without the prior written consent of Joseph Waiden.

33.2 This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

34. Consequences of nullity or annullability

34.1 If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.

34.2 A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Joseph Waiden had in mind when drafting the conditions on that issue.



35. Applicable law and competent court

35.1 Dutch law is exclusively applicable to all agreements between the parties.

35.2 The Dutch court in the district where Joseph Waiden is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.