

Terms and Conditions for House of Inclusion Services

Duration of the Agreement: An agreement between House of Inclusion (referred to as "we", "us", or "our") and the client (referred to as "you" or "your") is deemed to have been entered into for a period equal to the duration of the assignment as included in the agreement and ends after completion of the assignment, unless a different duration is agreed upon. If an assignment is extended, this will be recorded in writing, which can also be done via email.

1. Execution:

You, the client, provide us with all authority and information necessary for the proper execution of the assignment.

Subcontractors may be engaged by us at our expense for the assignment's execution, without the client's prior consent.

If third parties are engaged for the execution of an agreement, the terms and conditions of the agreement and these general terms and conditions are also agreed with the relevant third parties.

Time limits provided are always indicative. If at any time we foresee that we will not be able to fulfill the obligations in connection with an accepted assignment, or not in a timely manner or properly, we will inform you of this as soon as possible. It does not entitle you to compensation.

We may use the name and/or logo of the client and the result achieved for the client for our own publicity and/or promotion.

2. General Terms:

2.1 These Terms and Conditions, along with any specific terms agreed upon in writing or electronically, constitute the entire agreement between House of Inclusion and the client.

2.2 Any amendments or variations to these Terms and Conditions must be agreed upon in writing or electronically by both parties.

These Terms and Conditions shall be governed by and construed in accordance with the laws of [insert jurisdiction], and any disputes arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Amsterdam, The Netherlands.

3. Remuneration, invoicing and installment payments

3.1 House of Inclusion will send a monthly invoice for the services provided unless otherwise agreed. Any extra hours or additional assignments will be submitted for approval in advance and calculated afterward at the then applicable rate.

3.2 Prices are exclusive of VAT and travel expenses.

3.3 The payment term is 30 days, unless otherwise agreed.

3.4 Agreed prices can be adjusted annually by House of Inclusion on the 1st of January of every new calendar year, based on the Consumer Price Index (CPI), unless otherwise agreed.

3.5 The Client is not entitled to suspend any payment, nor to set off any amounts owed.

3.6 If the client does not pay the amounts owed or does not pay it on time, House of Inclusion can hand over the claim and the client is also obliged to pay all judicial and extrajudicial costs in addition to the total amount owed.

3.7 House of Inclusion is then also entitled to suspend the further execution of the assignment.

4. Liability

4.1 House of Inclusion is not liable for damage, of whatever nature, caused by House of Inclusion relying on incorrect and/or incomplete information provided by or on behalf of the client. This also includes errors in the material supplied by the client.

4.2 House of Inclusion is not liable for damage, of whatever nature, caused by the Client providing House of Inclusion access to its systems for the execution of the agreement.

4.3 House of Inclusion cannot be held liable for any errors or problems encountered while using these systems.

4.4 Only direct damage which may be suffered by the client because of or in connection with the execution of the agreement which is attributable to House of Inclusion will be compensated by House of Inclusion. This damage is limited to the net invoice amount regarding the delivered delivery and/or services from which any damage has arisen, and which invoice amount has been paid by the client.

4.5 House of Inclusion is not liable for indirect damage suffered by the Client. Indirect damage, including consequential damage, lost profit, lost savings, damage due to business interruption, and/or damage to the client's image is excluded.

4.6 The client indemnifies House of Inclusion against claims from third parties during or in the context of the execution of the assignment, for which House of Inclusion is not liable pursuant to these terms and conditions of the agreement.

5. Intellectual Property

5.1 All intellectual property rights remain with the party to which they belong.

5.2 House of Inclusion reserves the copyright and all other intellectual property rights in the working methods, ideas, designs, advice, and documentation it uses, including reports, regardless of the share of the client or third parties in the creation thereof.

6. Termination of agreement

6.1 The parties may terminate the agreement prematurely by registered letter with due observance of a notice period of one month. Services already performed must be paid for. In the case of keynotes, workshops and strategy sessions, House of Inclusion upholds:

- a. Cancellation one month before the event takes place: 50% of the total fee is to be paid by client.
- b. Cancellation two weeks before the event takes place: 100% of the total fee is to be paid by client.

6.2 Each of the parties has the right to prematurely terminate the agreement with immediate effect, without being liable for compensation, only if:

- a. The other party seriously fails to comply with the agreement, and this is not rectified within four weeks of written notification;
- b. The other party invokes force majeure, and the force majeure period has lasted longer than three months, or as soon as it is established that this period will last longer than three months;
- c. The other party has applied for a moratorium; the other party has been declared bankrupt or liquidated or an administrator has been appointed.

7. Choice of law

Dutch law applies to this agreement. Any disputes will be submitted to the court in Amsterdam.