

## General terms and conditions

### Definitions

De Vertrouwenspersoon; located in Heerenveen and registered with the Chamber of Commerce in Leeuwarden under number 63263289, whom provides a service to the client.

Client: the party that uses the services of De Vertrouwenspersoon.

Activities & services: all activities commissioned to De Vertrouwenspersoon in the broadest sense of the word and in any case including the activities as stated in the order confirmation. The core activities of De Vertrouwenspersoon are: research and policy, participation in confidentiality- or complaints committees, or appointment as external confidential advisor, trainer, researcher, advisor, mediator, coaching/guidance, arbitration and publications with regard to the subjects:

- undesirable behaviour at work;
- integrity.

Agreement: any agreement for the purpose of using and making available the services of De Vertrouwenspersoon.

### Applicability

2.1 These General Terms and Conditions apply to all services (including offers) provided and to be provided by De Vertrouwenspersoon and to all agreements concluded with De Vertrouwenspersoon, unless otherwise agreed in writing.

2.2 Deviations from these General Terms and Conditions are only possible if agreed upon in writing. If an agreement concluded with De Vertrouwenspersoon contains provisions that deviate from these General Terms and Conditions, the other provisions of these General Terms and Conditions remain in full force. If there has been a deviation from these General Terms and Conditions, that deviation shall only apply to the agreement for which the deviation has been accepted.

2.3 The applicability of general terms and conditions of the client or of third parties is expressly excluded unless otherwise agreed in writing with the client.

2.4 In the event of nullification of one or more provisions of these General Terms and Conditions, the remaining provisions shall remain in full effect. If a provision of these General Terms and Conditions is not valid for any reason, the parties

will determine a replacement provision that comes as close as possible to the content and scope of the original provision.

2.5 De Vertrouwenspersoon is entitled to amend the Terms and Conditions periodically, in which case the new Terms and Conditions shall apply from the moment De Vertrouwenspersoon has sent a copy of these new Terms and Conditions to the Client.

### Offers and agreements

3.1 The offers or quotations of De Vertrouwenspersoon have a validity period of up to three months, unless a different period is stated in the offer or quotation.

3.2. Prices in offers or quotations are exclusive of VAT unless otherwise indicated.

3.3 An offer or quotation is not binding for De Vertrouwenspersoon and only serves as an invitation to the Client to enter into a service agreement.

3.4 An agreement between De Vertrouwenspersoon and the Client will be concluded in one of the following ways and at the following times. a. either, if an assignment confirmation is sent, at the moment when the Client has returned a signed version of the assignment confirmation as sent by De Vertrouwenspersoon; b or, if no assignment confirmation is sent, at the moment when an offer made by De Vertrouwenspersoon has been explicitly accepted orally or – unchanged – in writing by the client; or c, if De Vertrouwenspersoon has commenced execution of the assignment at the client's request, at the moment of commencement.

3.5 De Vertrouwenspersoon is not obliged to carry out assignments or perform work if and for as long as the Client has not returned a signed copy of the agreement and/or its attachments to De Vertrouwenspersoon.

3.6 If, during the execution of the assignment it becomes apparent that for a proper execution of the assignment, it is necessary to modify or supplement the work to be performed, the parties will adjust the assignment accordingly, in a timely manner and in mutual consultation. If a fixed fee has been agreed, De Vertrouwenspersoon will thereby indicate to what extent the amendment or supplement to the agreement will result in an excess of this fee. De Vertrouwenspersoon will not be able to charge additional costs if the amendment or addition to the agreement is the

result of circumstances attributable to De Vertrouwenspersoon.

### Provision of information by the Client

4.1 The Client is obliged to make all data and documents, which De Vertrouwenspersoon reasonably considers necessary for the provision of its services, available to De Vertrouwenspersoon on time and in the desired manner.

4.2 The Client must furthermore, of its own accord and in a timely manner, provide all information to De Vertrouwenspersoon, of which the Client knows, or should reasonably know, that it is or may be important for the correct execution of the assignment.

4.3 De Vertrouwenspersoon has the right to suspend the execution of the assignment until the client has fulfilled these obligations.

4.4 If the client does not comply, or does not do this fully or in a timely manner, with the obligation to provide De Vertrouwenspersoon with information, or if that information is incorrect, the (financial) consequences thereof will be for the account and risk of the client, also in the event that De Vertrouwenspersoon fails to fulfil its obligations under the agreement with the client because of this.

### Duration, termination and renewal of the agreement

5.1 Agreements are concluded for a definite period, namely the duration of the period mentioned in the agreement. This agreement may be terminated by either party at any time. Termination is subject to three months' notice.

5.2 If a fixed-term agreement is terminated prematurely by the client, the client owes a compensation to De Vertrouwenspersoon for the effort and/or services provided by De Vertrouwenspersoon up to the moment of termination.

5.3 The agreement relating to a service subscription with De Vertrouwenspersoon is concluded for an indefinite period, with a minimum of one year. This agreement can be terminated by both parties and is subject to three months' notice.

5.4 If an agreement relating to a service subscription has been entered into for an indefinite period of time, with a minimum of one year, it will continue automatically for a period of

one year after the expiry of that time, unless the agreement has been cancelled in time.

5.5 Termination of fixed-term and indefinite-term agreements can only be done in writing, addressed to De Vertrouwenspersoon in Heerenveen.

5.6 Notwithstanding articles 5.1 and 5.3, De Vertrouwenspersoon can terminate the agreement at any time with due observance of a notice period of one month, without being obliged to pay any compensation to the client in connection therewith, if De Vertrouwenspersoon is of the opinion that an unchanged continuation of the agreement is not reasonably possible, in light of a change in the law and/or a new legislation, or any other circumstance deemed relevant by De Vertrouwenspersoon.

5.7 If the agreement relating to a services subscription is terminated prematurely by the client, the client shall owe the agreed fee, notwithstanding all other rights of De Vertrouwenspersoon.

### Execution of the assignment

6.1 In case of the appointment of a Confidential Advisor or investigation or complaints committee, the client and De Vertrouwenspersoon agree on the procedure that will apply before the start of the assignment, and based on the models used by De Vertrouwenspersoon.

6.2 De Vertrouwenspersoon determines which person or persons from its organisation or from its circle of external experts will carry out the assignment, with due observance of paragraph 1. De Vertrouwenspersoon further determines the manner in which the granted assignment will be carried out.

6.3 In the case of a course or training, the client may allow a person other than the registered participant to participate, provided that De Vertrouwenspersoon is notified in advance.

6.4 De Vertrouwenspersoon has the right to refuse a participant in a course or training if De Vertrouwenspersoon considers that the circumstances justify this decision.

### Modification of service agreement

7.1 The content of the agreement of De Vertrouwenspersoon and/or its denomination can be unilaterally adapted/changed by De Vertrouwenspersoon in connection with amended or new legislation and/or adjustments to the services provided by De Vertrouwenspersoon deemed necessary by De

Vertrouwenspersoon. In the event of adjustment/alteration of the content of the agreement, De Vertrouwenspersoon will inform Client as soon as possible.

7.2 If the content of the agreement is changed as described in the first paragraph of this article, the customer is not entitled to terminate or otherwise end the agreement in connection therewith.

7.3 The client accepts that the time schedule of the assignment may change. Either because this is deemed necessary in the context of the careful execution of the assignment, or because the parties agree in the interim that the approach, working method or scope of the assignment and/or the resulting work should be changed and/or extended.

7.4 If an interim change in the assignment or the execution of the assignment arises through the fault of the client, De Vertrouwenspersoon will make the necessary adjustments, if the quality of the services requires this. If this adjustment leads to additional work, this will be confirmed with the client as an additional assignment.

7.5 During the term of the agreement, De Vertrouwenspersoon can unilaterally terminate the agreement at any time, if De Vertrouwenspersoon believes that the execution of the assignment can no longer take place in accordance with the agreed assignment confirmation.

7.6 If either party becomes bankrupt, applies for a suspension of payments or ceases its business operations, the other party has the right to terminate the assignment without observing a notice period, while retaining its rights.

### **Cancellation of services ("agreements")**

8.1 An agreed service to be performed for an individual client ("appointment") can be cancelled in writing or by telephone to De Vertrouwenspersoon free of charge until no later than 48 hours (being two working days) before the agreed day of the appointment.

8.2 Agreed services (e.g. workshops or trainings) involving more than five participants can only be cancelled in writing by the client to De Vertrouwenspersoon no later than 15 working days before the agreed day of execution of the first service to be performed in that context. If actors or external accommodations are involved, additional conditions will be drawn up separately.

8.3 If the agreed services are not cancelled or not cancelled on time by the Client, De Vertrouwenspersoon is entitled to charge the

entire fee applicable to the relevant services and the costs incurred in connection with the cancelled services.

8.4 If De Vertrouwenspersoon is forced to cancel an agreed service then a new date for the execution of the service will be agreed. Only in the event that De Vertrouwenspersoon cancels the agreed service on the agreed day of execution itself, any costs already reasonably incurred by the client, if specified in writing, can be reimbursed in consultation with De Vertrouwenspersoon.

### **Prices and price changes**

9.1 The prices quoted by De Vertrouwenspersoon are in euros and exclusive of VAT and any other government levies, unless otherwise stated.

9.2 Travel time, travel and accommodation expenses and other assignment-related costs will be charged to the Client separately, unless otherwise stated.

9.3 If rate-increasing factors occur outside the sphere of influence of De Vertrouwenspersoon, which have occurred after an offer has been made or after an agreement has been concluded, and/or if the content of the applicable agreement has been changed on the basis of the provisions in article 6, De Vertrouwenspersoon is entitled to increase the rates of its services and/or the agreement, and the Client is obliged to pay the increased rate. The Client is not entitled to terminate the agreement in relation to that rate increase, unless the rate increase exceeds 5%.

9.4 Notwithstanding clause 8.2, in case of an agreement, De Vertrouwenspersoon is entitled to adjust the agreed rates annually on the basis of at least the CBS indexes/or statutory measures. In case of a fixed-term agreement, this adjustment can take place as of each anniversary of the relevant agreement. In case of an agreement for an indefinite period of time, the deposit rates can be adjusted as of each new calendar year

### **Payment**

10.1 Invoices of De Vertrouwenspersoon must be paid within fourteen days of the invoice date. In case of payment, the date of crediting of the bank account of De Vertrouwenspersoon applies as the date of payment.

10.2 If the Client provides an advance, De Vertrouwenspersoon shall annually invoice the amount to be paid by the Client to them at the

beginning of a contract year (by way of an advance invoice). Such an advance cannot be claimed back, but can be settled with the services to be provided by De Vertrouwenspersoon on the basis of the hourly rate agreed with the Client and gives the Client, until the advance has been settled in its entirety, or up to a maximum of 24 months after payment of the advance, an right to the provision of services by De Vertrouwenspersoon.

10.3 If and as long as the Client defaults on their payment obligations, De Vertrouwenspersoon is not obliged to carry out the assignments and De Vertrouwenspersoon is entitled to suspend its obligations. The consequences of this will be entirely for the account and risk of the Client. It is the Clients responsibility to inform their clients and/or employees about this.

10.4 The client is not allowed to settle the payment obligations towards De Vertrouwenspersoon with their possible claims on De Vertrouwenspersoon, or to defer the payment obligation.

10.5 In case of non-payment, late payment or incomplete payment, the Client shall owe De Vertrouwenspersoon the statutory interest without prior notice of default being required.

10.6 If payment of the amount due is not, not timely or not completely made and De Vertrouwenspersoon incurs costs, at law or otherwise, to obtain the amount due, including the costs of sending notices of default and demands, the Client will owe De Vertrouwenspersoon a compensation of at least € 45,-.

10.7 Payment of an invoice firstly serves to reduce the extrajudicial costs, then to reduce the interest due, and finally to reduce the principal sums due that have been open the longest and the current interest, even if the Client states at the time of payment that it relates to a later invoice.

10.8 Complaints against invoices should be submitted in writing to De Vertrouwenspersoon within 14 days from the date the Client receives the invoice in question.

## Terms

11.1 Unless agreed otherwise in writing, a term stated by De Vertrouwenspersoon in connection with the execution of an agreement has only an indicative scope and will never be considered as a fatal term, not even if it concerns a deadline. When a term is exceeded, default will only enter into effect when De Vertrouwenspersoon is

declared to be in default in writing, whereby De Vertrouwenspersoon is set a reasonable term for fulfilment and fulfilment fails to take place within this term.

11.2 The Client accepts that the time schedule of the agreed service may change.

## Force Majeure

12.1 In these terms and conditions, force majeure means circumstances which prevent the fulfilment of the commitment and which cannot be attributed to the fault of De Vertrouwenspersoon, neither by virtue of the law, legal acts or generally accepted views are for the account of De Vertrouwenspersoon.

12.2 If De Vertrouwenspersoon does not imputably fail in the fulfilment of its obligations (force majeure), it is not liable. Insofar as fulfilment is not yet permanently impossible, the obligations of De Vertrouwenspersoon will be suspended. If the period in which fulfilment is not possible due to force majeure lasts or will last longer than two months, both parties are authorised to terminate the agreement without an obligation to pay damages.

12.3 If De Vertrouwenspersoon has partially met its obligations when the force majeure occurs, or if De Vertrouwenspersoon can only partially meet its obligations because of the force majeure, De Vertrouwenspersoon is entitled to separately invoice the services already performed or still to be performed, and the Client is obliged to pay the relevant invoice as if it were a separate agreement.

## Liability

13.1 The liability of De Vertrouwenspersoon for damage suffered by the client, which is the result of one or more attributable shortcomings in the fulfilment of its obligation or from an unlawful act committed by it ( regardless of whether this damage is related to one or more events), shall:

- (1) in no case exceed, in case of an individual assignment, the amount received from the Client;
- (2) exceed, in case of agreements, the amount equal to one quarter (1/4th part) of the amount paid by the Client for the services rendered in the twelve months preceding the occurrence of the damage;
- (3) not exceed the amount paid under the professional liability insurance taken out by De Vertrouwenspersoon including the excess borne

by De Vertrouwenspersoon in connection with that insurance.

13.2 If the Client turns to a third party for further treatment/advice, whether or not on the recommendation of De Vertrouwenspersoon, complete contractual freedom applies between the Client and that third party and De Vertrouwenspersoon is not a part of such an agreement, unless agreed otherwise in writing. De Vertrouwenspersoon is never liable towards the Client for shortcomings of the third party, not even if De Vertrouwenspersoon has a collaborative relationship with that third party.

13.3 De Vertrouwenspersoon is not liable for damage caused by the fact that the Client did not provide them with the information referred to in article 4 on time, or provided incorrect or incomplete information.

13.4 The Client shall safeguard De Vertrouwenspersoon against all claims of third parties (including its employees) with regard to an agreement executed by De Vertrouwenspersoon, unless it has been established by law that these claims are a result of intent or gross negligence by De Vertrouwenspersoon and the Client furthermore proves that he is not at all to blame in the matter.

13.5 All legal claims against De Vertrouwenspersoon by virtue of breach of contract or wrongful act, expire twelve months after the day on which the damage arose, or could or should reasonably have been discovered, but no later than two years after the day on which De Vertrouwenspersoon failed in the fulfilment of an obligation, or the mistake on which the claim is based was made.

### Non-disclosure, Exclusivity and Confidentiality

14.1 De Vertrouwenspersoon and the Client are mutually obliged to treat all information they have obtained in the context of concluding the agreement as confidential.

14.2 The Vertrouwenspersoon is obliged to maintain confidentiality towards third parties who are not involved in the execution of the assignment. This confidentiality concerns all information of a confidential nature made available to it by the Client and the results obtained by processing it. This confidentiality does not apply when statutory or professional rules state that De Vertrouwenspersoon is obligated to disclose the information.

14.3 De Vertrouwenspersoon is entitled to use the results obtained from the executed assignment for

statistical purposes, provided those results cannot be traced back to individual clients.

14.4 With regard to medical data, the provisions of Art.88 of the Individual Healthcare Professions Act (Wet op de Beroepen in de Individuele Gezondheidszorg) and Art. 7:457 of the Civil Code apply.

### Employees

15.1 Personnel for an assignment can be changed by De Vertrouwenspersoon, in this case De Vertrouwenspersoon will guarantee the quality of service agreed with the client.

15.2 The Client commits to make an equipped, secluded and lockable workplace available for the benefit of an employee of De Vertrouwenspersoon working at the Client's premises, unless other arrangements have been made in the agreement.

15.3 **The Client is not allowed to employ the persons who have been enlisted by De Vertrouwenspersoon for the execution of an agreement with the Client, or who are employees of De Vertrouwenspersoon, under an employment contract or otherwise (e.g. by means of an assignment agreement or secondment) until two years after the termination of the agreement , unless the Client has been given written permission by De Vertrouwenspersoon to do so beforehand.**

15.4 The Client forfeits to De Vertrouwenspersoon a fine of €5,000 per (former) person engaged by De Vertrouwenspersoon and/or employee of De Vertrouwenspersoon for those occurrences that the Client acts in violation of the provisions of the preceding paragraph.

15.5 Without prejudice to the provisions of Article 15.4, De Vertrouwenspersoon retains the right to compensation for the damage actually suffered by the Client in this regard.

### Intellectual property rights

16.1 The intellectual property rights of De Vertrouwenspersoon products, services and of information provided by De Vertrouwenspersoon, created advice, agreements, models, reports and other documents are and will remain with De Vertrouwenspersoon and will never be transferred to the Client. De Vertrouwenspersoon does give the Client permission to use them in the framework of its normal business operations.

16.2 Disclosure can only take place after De Vertrouwenspersoon has given its consent and



with proper acknowledgement of the source of the data to be published.

16.3 The Client authorises De Vertrouwenspersoon to use the totalised data for publicity purposes. Such data will never be traceable to a **specific client or a specific person**.

## Disputes

17.1 Complaints from Clients (**and customers**) about services provided by De Vertrouwenspersoon will be handled in accordance with the current complaints regulation of De Vertrouwenspersoon. This complaints regulation can be downloaded from the website of De Vertrouwenspersoon: [www.devertrouwenspersoon.nl](http://www.devertrouwenspersoon.nl).

17.2 If parties disagree about the interpretation or execution of these General Terms and Conditions, or as a result of the agreement entered into by the Client and De Vertrouwenspersoon, they will try to reach a settlement by mutual agreement. If it proves impossible to reach a solution by mutual agreement, De Vertrouwenspersoon and the Client will agree to resolve the dispute by means of mediation.

17.3 If it has proved impossible to resolve a dispute as mentioned in article 17.1 by means of mediation, the dispute may be submitted to a competent court in the district of North Netherlands.

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W [www.devertrouwenspersoon.nl](http://www.devertrouwenspersoon.nl)

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## De Vertrouwenspersoon

### Visiting address:

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T 088 - 1119900  
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### Postal address:

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These general terms and conditions have been filed with the Chamber of Commerce under number 63263289