

Terms and Conditions

Definitions

danibu	Communication-related business providing training, project & event management, speaking & moderation services and consultancy. Owned and operated by Dani Buijtenhek, registered at Gouwweteringkaade 24 in 2033 NS Haarlem, the Netherlands. Registered at the Netherlands Chamber of Commerce 62397478. VAT number NL 253436217B01.
Client	Organization or person hiring danibu's services for an individual assignment.
Contract	Assignment, confirmed and signed by danibu and client, listing all details of agreed deliverables, duration and client's invoice specifications and purchase order. Contract can also be called Proposal.
Goods or Services	Collectively, any danibu trainings, training materials, oral or written communication advice, project and event management services, creative services, speeches and physical communication tools and templates provided under the contract.
Ts and Cs	Abbreviation for danibu's general terms and conditions. Ts and Cs are an integral part of the contract. Client's written confirmation of assignment will be taken as acceptance of the following terms and conditions. Client ensures to have read and fully understood what is written below. In case of question or concerns, client will contact danibu prior to signing contract and Ts and Cs.

1. Delivery

Assignment starts on the date specified on the contract. Assignment ends with completion of the project or at a certain date / within a specified period if defined in the contract. Training and speaking assignments end with actual delivery thereof. The assignment may be terminated prematurely (as opposed to being canceled in advance as described in Article 6) if confirmed in writing and signed by both parties. Any costs accrued up till the time of premature termination are non-refundable.

danibu takes responsibility for delivering all assignments personally through Dani Buijtenhek. In exceptional cases where project and event management services cannot be entirely performed personally, danibu will select the best person for the job and take responsibility for the sub-contractors work and delivery. Trainings and speaking engagements will always be performed by Dani Buijtenhek.

2. Confidentiality

danibu accepts and guarantees to handle all client information in the strictest confidence and will only disclose information to contractors with the explicit consent of the client. In the case of danibu services being transmitted via the internet and other public telephone or electronic systems and networks to which third parties have access, the confidentiality of such transmissions is not guaranteed, and danibu is not liable for any damage the client may suffer due to unauthorized disclosure via third parties who have gained access to the information intended for the client. The client understands that danibu may also receive assignments from the client's competitors. In these cases danibu ensures confidentiality and protection of the client's position, with simultaneous assignments being appropriately and equally treated.

3. Fees and costs

Fees and costs are detailed in the contract. The client's signature on the contract is taken as acceptance of the stated fees and costs. Costs quoted for projects are guide prices based upon what danibu anticipates as time required for creative and production activities. Costs are based on previous experience and typical processes, plus client co-operation in provision of content, meeting deadlines and approval. Within reason, additional charges may be payable if there are significant changes to original client briefing. In such cases, danibu will make the client aware well in advance. Upon request of the client, danibu will provide an overview of working hours and expenses. This obligation does not apply to contracts to which a fixed fee is applied.

4. Invoicing and Payment terms

4.1 Trainings & Speaking and Hosting services

danibu will send a total invoice for training and speaking / hosting fees within 5 working days after delivery. Unless otherwise agreed in writing, all invoices are due within **30 working days** from any invoice date.

4.2 Project and event management

For projects delivered in 'stages', each stage must be paid in full upon its completion before danibu progresses to the next stage. Unless otherwise agreed in writing, work will usually commence within 5 working days after contract is signed. danibu will send a monthly invoice for project and event management services. Invoices will be sent by 30th of each month. Unless otherwise agreed in writing, all invoices are due within **30 working days** from any invoice date.

For all danibu invoices not paid by client within **30 working days** after invoice date, danibu will impose a surcharge equal to 3% of the outstanding amount. This surcharge will accrue per outstanding month.

If the client uses a purchase registration system with purchase orders, this does not negate the obligation to pay within the statutory period of 15 working days, in accordance with the EC-directive 2011/7/EU of the European Parliament and adapted in a. o. Book 6 of the Civil Code. If no PO number has been received within 8 working days after signing the agreement, the invoice cannot be refused by the client because of a missing PO number.

5. Copyright and Intellectual Property rights

The *danibu* logo and *Making your Communication Dance* slogan are protected by author's rights. The client is not allowed to copy, multiply or make public danibu goods and services in any form, unless specifically requested and permitted in writing.

danibu will never knowingly infringe any copyright or trademark and will deliver, to the best of knowledge, creative solutions that are original and unique to the client. Unless otherwise agreed in writing, it is the responsibility of the client to ensure that no copyright or trademark has been infringed regarding client's own material and applications provided to danibu. Ownership and copyright of all unused or rejected files, documents and designs will reside with danibu for non-exclusive future use.

danibu will provide the client with end-artwork in its final form, i.e. ready-to-use or print-ready files. danibu will not provide the client with original artwork or HTML code (for example an InDesign file, layered Photoshop file or HTML source file) or any working or development files, rejected concepts and designs, images or documents generated throughout the project.

6. Cancellation

6.1 Trainings & Speaking and hosting services

Contracts for danibu trainings, speaking and hosting services may be cancelled at no charge by either party in writing no later than 2 weeks before the scheduled delivery date.

Cancellation or postponement requests for trainings, speaking and hosting services made by the client less than 2 weeks prior to scheduled starting date shall be subject to the following cancellation charges, which the client will settle within 5 working days from the date of cancellation:

2 – 1 weeks:	30% of agreed fee
1 week – 2 days:	50% of agreed fee
2 – 0 days:	100% agreed fee

6.2 Project and Event Management

Contracts for Project and Event Management services may be cancelled at no charge by either party in writing no later than 4 weeks before the scheduled delivery date. Cancellation or postponement requests for project and event management services made by the client less than 4 weeks prior to scheduled starting date shall be subject to the following cancellation charges, which the client will settle within 5 working days from the date of cancellation:

4 – 2 weeks:	30% of agreed fee
2 – 1 weeks:	50% of agreed fee
< 1 week:	100% agreed fee

7. Translations

If translations of these terms and conditions are circulated, the English text shall be binding in case of disputes.

8. Liability, applicable law and place of jurisdiction

danibu is exclusively liable for direct damage as a result of intentional or gross negligence, and which can be ascribed to danibu. danibu is not responsible for indirect damage. danibu is not liable for damages from danibu contractors. danibu is not responsible for damage to, loss and destruction of objects, materials or data which have been provided for, by or on behalf of the client. The liability of danibu is limited to the contracted amount.

In cases where liability cannot be determined by Dutch law, all danibu liability towards the client and any third parties is limited to the amount payable by the terms of danibu's Company Liability Insurance policy, plus any excess payable by danibu. In no case is danibu ever liable for indirect or subsequent damages (including loss of profits and non-material damage) to the client. All agreements between danibu and the client are subject to Dutch jurisdiction. This means that any disputes regarding contracts, deliverables or payments governed by these Ts and Cs fall exclusively under a Dutch judicial body (court of Haarlem).

This document is a legal document, checked by Kelderhuis Tempel Advocaten, Wilhelminastraat 53, 2011 VL Haarlem, NL.