



General Terms and Conditions of Motion5 B.V.

Article 1 – Applicability of the Terms and Conditions

These Terms and Conditions apply to all agreements and/or offers made and concluded by the private limited company Motion5 B.V., having its registered office in Mijdrecht, The Netherlands, and registered with the Chamber of Commerce with number 301 86 842.

Article 2 – Offers

1. The offers made by Motion5 will expire within 1 month of the date on which they were made, unless otherwise indicated.
2. The costs and reservation of a course location, including the accommodation expenses of the participants and trainers, will be at the expense of the Client, along with travel costs, shipping costs and unforeseen costs such as translation work. These costs are not included in the offers, unless otherwise indicated.
3. The prices listed in the offers are excluding VAT, unless otherwise indicated.

Article 3 – Fulfilment of the Agreement

1. Motion5 will be authorised to suspend its activities, e.g., in the event of non-payment.
2. Any additional costs that have been incurred because of this delay will be passed on to the Client in accordance with the applicable rates of Motion5.

Article 4 – Cancellation and/or Postponement by the Client

1. If a training session and/or workshop is cancelled prior to the agreed commencement date because of circumstances within the Client's sphere of influence, Motion5 will be authorised to charge all the corresponding costs to the Client.
2. Without prejudice to the provisions set out in paragraph 1, the Client will owe the following percentages of the agreed costs
 - cancellation within 20 working days prior to the commencement date: 40%
 - cancellation within 6 - 10 working days prior to the commencement date: 70%
 - cancellation within 0 - 5 working days prior to the commencement date: 90%
3. If a training session and/or workshop is cancelled/postponed due to force majeure, no cancellation fee will apply.
4. If a training session and/or workshop is postponed with a minimum of 5 working days' notice - for valid reasons and in consultation with the Lead Consultants of Motion5, no cancellation fee will apply. In this case, additional costs that are the direct result of the postponement, will be charged to the Client. We consider a training/workshop 'postponed' if it's rescheduled within a period of 3 calendar months.

Article 5 – Motion5 B.V.'s rules of play for training sessions and/or workshops

1. The Client guarantees that all the persons who attend the training sessions and/or workshops on behalf of the Client will comply with the applicable 'rules of play'. The Client will also indemnify Motion5 against any liability for the actions of these persons.

Article 6 – Payment

1. Payment must take place within 30 days of the receipt of the invoice.
2. The Client will be in default upon expiry of the payment term and will owe, from that moment in time onwards, 3% interest per month, unless the statutory commercial interest is higher, in which event the latter interest rate applies.



Article 7 – Liability

1. Motion5's liability will be restricted to the amount that is actually paid out on behalf of Motion5 under its liability insurance policy.
2. If the insurance company does not pay out, the liability of Motion5 will, in any event, be restricted to the invoice value of the contract, or at any rate to that part of the contract to which the liability relates.
3. Contrary to the provisions set out above in paragraph 2 of this article, the liability for a contract with a term that exceeds a 6-month period will be restricted to the fee owed for the last six months.
4. Motion5 does not accept any liability for consequential losses.

Article 8 – Documentation

It will not be permitted to multiply and/or make (partial) use of Motion5 material other than with the written permission/agreement of Motion5 as stated in the Commercial Agreement with Client. Motion5 holds in any case the copyright and other Intellectual Property rights to its offers, detailed proposals, models, advice, course material and other intellectual products drawn up by Motion5.

Article 9 - Dispute Resolution

Disputes will only be submitted to the competent Court in Utrecht.

Article 10 - Applicable Law

The agreements and/or offers of Motion5 are governed by the law of the Netherlands.