

General Terms & Conditions



LEMONADE
consulting

Lemonade Consulting is a trademark of:

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Dear client,

The following document specifies the terms & conditions applicable to our business engagement. These terms are often implicit, yet they must be specified for both parties to know the nature of their engagement. These terms & conditions are written with you, the client, as the target audience. I request that you have read and understood these when you enter into a contract with Lemonade Consulting. Should you have any questions, or **request this document (Algemene Voorwaarden) in Dutch**, please contact me. I will never incur fees or costs for such questions.

Be aware that these terms and conditions are protected under copyright law. Should you wish to use them for your own business, do contact me & I just may be able to help you out.

Sincerely,
Jan van Egmond

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1 Specification of names & pronouns.

1.1 These terms and conditions specify different parties. Unless otherwise stated, every party mentioned in these terms & conditions belongs to one of the following categories: Consultant (me), Client (you), a third party (business or (non-)governmental organization, Individuals (a non-business entity or, by Dutch law, a ‘particulier’)

1.2 These categories have the following characteristics and are identified as:

I (me, my, mine, myself) - Jan van Egmond, consultant at Lemonade Consulting

You (your, yours, yourself) - You as a client, including your organization and all those affiliated.

Third party - A third party, person, organization or individual drawn into the engagement on a professional (business) basis by either you or me.

Individuals - Any non-business individual or entity that is not involved on the basis of profession or business. **Be aware that any persons affiliated with you, the client, belong to the second category of ‘You’. See also article 2.7 for further information.**

1.3 These terms & conditions specify the nature of our engagement, which is to say: all of our relations, contracts, communication and business with each other, in the broadest sense of the word.

1.4 These terms & conditions also specify the nature of our contract, which is to say: a specific business agreement to provide certain services in exchange for a financial compensation. This financial compensation will be, from here on forward, be specified as a/the ‘fee’, and any engagement that exchanges services for a fee, is thereby a contract.

1.5 Should there be any ambiguity about the categorization of any party within our engagement, you and I are to decide upon the categorization (and thus applicable terms &

conditions) before entering into a contract. In accordance with article 6, I cannot be held liable for any consequence to any party included in our engagement which I was not aware of while providing a contracted service.

2 Applicability of these Terms & Conditions

2.1 These terms and conditions are at all times applicable to our engagement, including the contract, any pre- or post-contract services or any related activities.

2.2 The negotiation (or any discussion) for contracting services is part of our engagement, therefore these terms and conditions do also apply to any discussion or agreement before we have entered into a contract.

2.3 Should our engagement have ended, then these terms & conditions remain indefinitely applicable to any result of our engagement.

2.4 Should any article, paragraph or provision in these terms and conditions be rendered void or unenforceable, it does not affect the enforceability or validity of any other article, paragraph or provision of these terms and conditions. The voided or unenforceable part is then to be replaced with a legally proper agreement or provision closest to what both parties would have agreed upon, had they known that the part in question would be voided or unenforceable.

2.5 Release of a new or updated version of these terms and conditions replaces all precursing versions of these Terms and Conditions. Any change is effective immediately or at least at the start of a new contract (such as a new 4 hour package). I reserve the right to update these Terms and Conditions unilaterally and will inform you of any changes. No rights can be derived from precursing versions unless explicitly stated.

2.6 With regard to conflicting terms and conditions, I pre-emptively reject the applicability of any other terms and conditions that you, a third party or individual imposes on our engagement. Additionally I cannot be held liable for any engagement or terms and conditions of an agreement to which I am no party nor have explicitly agreed upon.

2.7 Under Dutch law, Individuals retain a higher degree of protection from terms and conditions. These terms and conditions therefore apply insofar as they do not infringe upon the rights of Individuals. In accordance with paragraph 6.2 you are to make known to me if there is any Individual involved in our contract which does not fit the categories of 'you' or a third party.

3 Condition of offers & information

3.1 All offers, fee indications, budget indications and comparable information from me to you are completely non-binding, unless explicitly stated otherwise.

3.2 Any information or specification given from me to you is valid within approximation of its context, unless explicitly stated otherwise. Any information provided to you through content, promotions or advertisements of third parties, is the sole responsibility of that third party. No rights can be derived from such information.

3.3 I reserve the right to employ third parties for the execution of our contract.

3.4 Should you receive an offer of mine to which you provide no written reaction within fourteen days, this offer has expired indefinitely.

4 Definition of goods & services

4.1 The definition of services used in these terms & conditions is as follows: all activities that I perform directly or indirectly to the effect of your contract. I reserve the right to decide what activities these are, as long as they are within reasonable limits of the desired result of our contract.

4.2 The definition of goods used in these terms & conditions is as follows: all goods, physical or digital, that I provide directly or indirectly to the effect of your contract. I reserve the right to decide what goods these are, as long as they are within reasonable limits of the desired effect of our contract. Also be aware that any goods I provide may be copyrighted, as stated in article 11.

4.3 Should you be dissatisfied with the quality of any provided goods or services, we can negotiate a reasonable solution to remedy your dissatisfaction. However, I cannot be held liable for any (consequence of) a lack of quality if I were to have reasonable confidence that the goods or services provided were to satisfy your contract. You are, at all times, able to dissolve our contract, after which I reserve the right to invoice you for any costs or services I have already provided.

5 Delivery of contracted goods & services

5.1 The goods and services for which you contracted are delivered upon your request. Unless explicitly stated otherwise, these services are delivered at a predetermined time and place, to be determined at the onset of our contract.

5.2 The '4 hour package' deal or any similar service deal is valid for two years after the first use of any time included in this package deal. The used-by date is determined by the applicable invoice specification, whether proactively or retroactively.

5.3 Should your request in regards to the time and place of delivery change during our contract, I aim to meet your request within reasonable limits. However, I cannot guarantee to meet your request by default. Any change of this delivery time, with specific regard to meetings, has to be communicated to me at least 24 hours in advance of our meeting. I reserve the right to charge you 15 minutes for my 'prep time' if you change the delivery or meeting time within 24 hours of the appointment.

5.4 In regards to paragraph 5.3, it may also occur that you are not able to meet at the agreed upon time and place, without having communicated this to me. In that case, I will try to reach you and wait for 30 minutes for your arrival, after the passing of the agreed upon time. Should you be later than 30 minutes, or fail to meet me at all, I may no longer be able to meet you as agreed upon. I reserve the right to charge you for any time spent waiting. **Be advised that 'completely missing an appointment' may result in being charged 45 minutes of prep + waiting time.**

5.5 Should your request for delivery of contracted goods & services change in such a manner that I may reasonably expect that the newly requested services are disproportionate to the originally contracted services, we must renegotiate our contract. However, I withhold the right to dissolve our contract. In such a case I cannot be held liable for any consequence of the dissolved contract. I reserve the right to invoice you for any costs or services I have already provided.

5.6 In case of any impediment on my part to provide the contracted goods & services, due to outside circumstances such as (digital) transportation or communication issues, physical or mental impairment or force majeure (natural catastrophes, epidemics, terrorist (cyber)attacks or (civil) protests, rioting or war), I reserve the right to dissolve our contract. In such case I cannot be held liable for any consequence of the dissolved contract. I reserve the right to invoice you for any costs or services I have already provided.

6 Liability

6.1 When you contract my goods or services, I accept liability for all direct actions and negligence that affect the result of our contract. I accept liability for indirect actions within reasonable limits determined by the content and result of our contract.

6.2 Likewise you are, at all times, responsible for all actions and negligence on your part, including the provision of goods, (digital) documents and information, insurances (records) and permits, payment and fees relevant to the contract. Should I require proof of existence or validity of aforementioned items, you are obliged to provide these upon request without delay.

6.3 Should you appear negligent in regards to paragraph 6.2, I reserve the right to dissolve our contract. In such a case I cannot be held liable for any consequence of the dissolved contract. I reserve the right to invoice you for any costs or services I have already provided.

6.4 Should either of us contract third parties to the effect of the contract, liability for actions and negligence fully remains with the contracted parties. Should these be Individuals who contribute to the contract in any manner, they retain liability only insofar as they are distinctly not part of 'you' as the contractor. See paragraph 1.2 for more information.

6.5 Should you yourself not be the direct beneficiary of contracted goods or services (such as a workshop, coaching session or activity you provide to others by contracting my services), I cannot be held liable for the actions and negligence of the intended beneficiaries.

6.6 Should you have knowledge of any risks that emerge during our contract or engagement, that involve your contract and/or any beneficiaries of the contract (such as financial risks, medical complications, etc.), you are obliged to notify me without delay, in accordance with paragraph 6.2. Together we will decide upon a course of action that suits the request for which you contracted, but beware that paragraph 5.4 is applicable to this situation.

7 Liability for (financial) damages and losses

7.1 In case of any damages or losses resulting from improper action or negligence on my behalf, I aim to meet you in reasonable negotiation to come to a solution that covers the damages or losses. These damages and losses include any direct or indirect result of our contract, including financial losses, be they in the past or future, real or hypothetical, or an increase of debt or a decrease (loss) of profit. Yet, as a one-man business, I must cover my liabilities and reserve the following rights to do so.

7.2 I cannot be held liable for any damages or losses as a result of my actions and negligence as a result of incorrect or incomplete information provided by you or any third parties, organisations or individuals.

7.3 I am only liable for damages covered under my liability insurance, up to a maximum amount for which I am insured. In case of gross or intentional negligence I accept liability up to the maximum amount for which I am insured.

7.4 Should I be uninsured or uncovered by any insurance at the (period of) time relevant to your damage claim, or if any applicable insurance refuses to honor your claim and I am still liable, I accept liability up to a maximum of the fee for which you have contracted me.

7.5 Any advice or consult provided by me to you or any beneficiary are always non-binding. You are in charge of your affairs, at all times, and thereby retain liability for the actions and consequences of the decisions you base off of my advice. Should you doubt the completeness or correctness of my advice, please do not hesitate to inform me: there is always a way to come to a solution that meets your request.

7.6 I am not liable for damages and losses to goods, means, material, (digital) documents or information, provided to but not owned by me to the effect of the contract. The propertied party is obligated to take care and, when applicable, insure aforementioned items. However, I am liable for any copies that I must make to the effect of the contract, these will be kept securely and confidential in accordance with paragraph 12.1.

7.7 All claims for allowance, damages and losses, and other rights that you may have towards or related to me should be made known to me within twelve months after the moment that you, or reasonably could have, know(n) the grounds for such claims or rights. In the case of Income Tax (IB) related claims, this period is extended by three months up to fifteen months. You are to make these claims known through a written statement such as e-mail or letters, not any form of social media. Failure to meet the aforementioned period dissolves the validity of any aforementioned claims or rights.

8 Payment for contracted services (“the/a fee”)

8.1 The agreed fee for our contract is excluding taxes such as BTW and other fees, unless explicitly stated otherwise.

8.2 Should you have purchased a ‘4 hour package’ deal to the effect of our contract, the expiration of the purchased hours marks the end of our contract, regardless of the completion of your request or your desired result. Upon purchase of a new package or any hour-based deal, I will naturally continue our contract to the best of my ability. Renewing a contract or making a new purchase is always accompanied by a new fee indexation based on your latest income information.

8.3 Should your request or desired result remain incomplete after your purchased hours / package deal expire(s), we are to negotiate a new contract for which you purchase new hours / a new package deal. I cannot be held liable for any damages or losses as a consequence of my inability to continue your request due to expired hours / package deals, including any liability claims for events that occurred between two contracts, i.e. a period in which I was not contracted for the completion of your request.

8.4 The fee of any hour-based deal or package is to be paid in advance or, at least, before use of more than 1 hour (60 minutes) of the purchased hours.

8.5 Any contract that is request- or assignment-based, involving no hour-based package or deal, is to be paid after reasonable completion of the contract. Upon completion, you and I will review the fee appropriate to the hours I spent to the completion of the contract.

8.6 I reserve the sole right to determine the amount of hours spent on your contract, and for which you are accordingly invoiced, in accordance with paragraph 4.1.

8.7 With respect to the Fair Fee system, I reserve the sole right to determine your hourly fee based upon the information you have provided. In accordance with paragraph 6.2 you are to provide me with any information relevant to determining your annual income, upon which my fee will be based. Withholding such information is a violation of trust and may result in termination of the contract in accordance with article 6.3.

8.8 The hourly or package fee you are to pay will be determined at your moment of purchase, based on the information you provide. Either your written consent, the moment of first use of my services (i.e. my spending of hours on your contract) or the invoice date for services rendered and/or contracted is the determining factor, whichever is most appropriate in relation to your income information.

8.9 Any invoice is to be paid within 21 days of the invoice date. Failure to pay within the proper period may result in additional charges or debt collection fees. The interest rate held upon unpaid invoices is 5%, to be indexed monthly at the date (day of the month) of expiration of the invoice payment period of 21 days. You are also accountable for any costs resulting from the late collection of your payment.

8.10 In accordance with paragraph 6.3 I reserve the right to dissolve or discontinue our contract should you default on the invoice payment. You are not entitled to postpone your payment of the invoice fee, nor settle or deduct the invoice fee with/from any (perceived) costs or claims on your part without my consent. Claiming a dispute between you and I, nor any legal action, does not absolve you from these provisions.

8.11 Cancellation of the contract is to be made known to me within 21 days of the moment upon which you know, or reasonably could have known, that you must cancel the contract. In such a case I cannot be held liable for any consequence of the cancelled contract. I reserve the right to invoice you for any costs or services I have already provided.

8.12 Any goods provided to the effect of a request of result as part of the cancelled contract are to be returned to me within 21 days of cancellation. Any copies, be they digital or physical, including software and files under my copyright, are to be permanently deleted or destroyed.

9 End of a contract / engagement

9.1 At the end of a contract, you are or have been invoiced according to the agreed upon fee, in accordance with the provisions in paragraph 8.

9.2 If you are dissatisfied with the result(s) of the contract, we may renegotiate the engagement and create a new contract. All terms and conditions here mentioned apply unless specifically stated otherwise. You may also claim a dispute, after which the provisions in article 10 take effect. Regardless of any proceedings or outcome, I reserve the right to deny you a new contract and end our engagement, in which case these terms and conditions still apply indefinitely in accordance with paragraph 2.3.

9.3 At the end of a contract, I will keep all related items (such as but not limited to (digital) documents and information, insurances (records) and permits) securely to the aim of renewing a contract and providing you with proper service. You are entitled to request deletion or destruction of my copies of your items within 21 days of the contract's end. You are also entitled to an overview of these items and my own notes and intake forms on our engagement.

9.4 At the end of our engagement, I will delete or destroy all items related to our engagement within 21 days. You may request an overview of these items and my notes and intake forms, provided that I have not already deleted or destroyed them.

9.5 Neither the end of a contract nor an engagement dissolves the validity of these terms and conditions, as they remain applicable indefinitely in accordance with paragraph 2.3. Any unpaid invoice payments and unmade claims are to be made within their respective periods.

10 Disputes, arbitration and judicial proceedings

10.1 In case of a dispute arising between us, be it before, during or after a contract or an engagement, both of us agree to first settle the dispute between ourselves. I am to serve your interest to the best of my abilities and trust that you do the same. This settling will take place only between me and 'you' as a person, 1-on-1, without the interference of any individuals, organisations or anyone affiliated with you.

10.2 Should we not be able to settle our dispute among ourselves, we may jointly ask for arbitration by an assembly of two to four individuals. Both you and I are to appoint one or two individuals who have no interest in our business, our person or have any conflict of interest that would impede upon proper arbitration. Both you and I are to give a truthful statement of the appropriateness of the appointed individuals, as well as consent to each other's appointment of this person. We both agree to respect the joint decision, if any is made, of this assembly and resolve our dispute accordingly. If any costs are made during this process, we share these costs 50/50 unless the assembly unanimously decides another cost-sharing structure is appropriate.

10.3 Should neither a 1-on-1 settling nor a settling-by-arbitration resolve our dispute, and (the content of) the dispute is subject to Dutch law, then we may take our dispute to a court of law. If we have settled our dispute through means described in paragraph 10.1 and 10.2, you have until one month after the completion of those proceedings (i.e. when an outcome was agreed upon) to retract your approval of said outcome and start a legal procedure.

10.4 The court of law solely entitled to process, mediate and render any decision or judgement on our dispute is the court of law of the municipality where either you or Lemonade Consulting is registered. Should the origin of the dispute lie in a claim made by you, you are liable for paying and/or reimbursing me for any costs as a consequence of legal action.

10.5 Both you and I, as well as third parties and Individuals, agree to complete confidentiality and protection of (sensitive) information about our parties, our engagement and our dispute, to the aim of preventing reputational damage.

11 Copyright and (intellectual) property

11.1 I am by default the sole owner of any intellectual property, existing or future, including rights to authorship, that you or any beneficiary of our engagement is provided with. This includes all goods, in whatever form or manner, including but not limited to: ideas, concepts, proposals, digital or physical (promotional) materials, files & formats and designs.

11.2 You are granted a license to use and, if applicable and explicitly stated, to keep any intellectual property provided to you to the effect of our contract. You are in no way licensed to copy or otherwise spread this property.

11.3 The property rights reserved in paragraph 11.1 and 11.2 are void insofar third party property is used. However any specific alterations to this property, or products resulting from this property, is included in paragraph 11.1 and 11.2.

11.4 Should I infringe upon property rights of any third parties by your actions or negligence, you are obligated to indemnify me for any (liability) claims. You retain liability for any items of software that you provide to me, including but not limited to items by third parties, during and after our contract or engagement.

12 - Privacy and data protection

12.1 Lemonade Consulting's website and digital systems comply with the European [GDPR](#) (General Data Protection Regulation) regulations (effective as of May 25th, 2018). The Dutch title to these regulations is called the [AVG](#) (Algemene Verordening Gegevensbescherming). In accordance with these regulations, you may, at any time, see, alter or destroy information that contains personal or confidential data related to you.

12.2 You are obligated to inform me on any transmission of data related to our engagement to any third or outside party. Failure to meet this obligation indemnifies Lemonade Consulting of any liability and claims resulting from this transmission.

12.3 Any information you share with me is completely confidential. I will never disclose nor transmit any information related to our engagement without your explicit consent, unless ordained to do so by a court order of a government institution.