

TERMS & CONDITIONS

1 Definitions

1.1. In these General Conditions (“Conditions”) the following terms have the following meanings:

- The Talent Collectiv: The Talent Collectiv in Amsterdam, as well as its legal successors under general or special title and all companies and / or companies affiliated with him or with these legal successors;
- Client: any natural or legal person with whom The Talent Collectiv enters into an Agreement or with whom The Talent Collectiv is negotiating about the conclusion of an Agreement;
- Agreement: every Agreement that is concluded between The Talent Collectiv and the Client, any amendment or addition thereto, as well as all (legal) acts for the implementation of that Agreement and, in retrospect, all (legal) acts required for entering into that Agreement ;
- Services: all activities that are the subject of the Agreement;
- Training: workshop, trend update, presentation, learning, all learning processes in the broadest sense of the word;
- Assignment: any assignment from the Client, in whatever form;

2. Applicability

2.1. These Terms and Conditions form part of all Agreements and apply to all (other) actions and legal acts of The Talent Collectiv and Client.

2.2. The applicability of any general or specific terms and conditions or stipulations of the Client is explicitly rejected by The Talent Collectiv unless agreed upon in writing (e-mail or letter).

3. Offers, formation and content of Agreements

3.1. An offer or quotation is not binding on The Talent Collectiv and only serves as an invitation to provide an assignment by the Client.

3.2. An Agreement is only concluded if and insofar as The Talent Collectiv accepts an assignment from the Client in writing (e-mail or letter) or if The Talent Collectiv executes an Assignment. If The Talent Collectiv performs any activities at the Client's request before an Agreement has been concluded, the Client will pay The Talent Collectiv for this in accordance with the rates then applicable at The Talent Collectiv.

3.3. An Agreement between The Talent Collectiv and the Client may concern work relating to training, workshops, 1:1 guidance or entire learning processes. The Talent Collectiv and the Client will agree on a case-by-case basis which of these activities will form part of the Agreement.

4. Changes and additions

4.1 Amendments and additions to any provision in an Agreement and / or the Conditions can only be agreed in writing (e-mail or letter).

4.2 If a change and / or addition as referred to in the previous article is agreed, this change or addition only applies to the relevant Agreement, unless explicitly stated otherwise.

5. Prices

5.1. The performance by The Talent Collectiv of an assignment takes place on the basis of the circumstances applicable at the time of entering into the Agreement and, insofar as dependent on the performance of third parties, on the information provided by those third parties to The Talent Collectiv.

5.2. All prices of The Talent Collectiv are expressed in Euros and exclusive of VAT. Unless explicitly agreed otherwise, all levies or taxes imposed or charges in respect of the Services are at the expense of the Client.

5.3. Any change in the factors that influence the price of The Talent Collectiv, including prices of third parties, exchange rates, insurance rates and other levies or taxes, The Talent Collectiv can pass on to the Client in consultation.

5.4. The Client will pay The Talent Collectiv an amount equal to an amount to be agreed between The Talent Collectiv and the Client. This is determined per agreement and assignment / service and made known in advance.

5.5. The Client will pay The Talent Collectiv an amount equal to the previously agreed costs.

6. Performance of the Agreement

6.1. The implementation of an Assignment by The Talent Collectiv takes place on the basis of the circumstances applicable at the time of entering into the Agreement and, insofar as dependent on the performance of third parties, on the information provided by those third parties to The Talent Collectiv.

6.2. The Client will make available to The Talent Collectiv all data required for the implementation of the Agreement, including but not limited to previews, designs, placement schedules and other creative material, and guarantees the correctness and completeness thereof.

6.3. The Talent Collectiv is entitled in the performance of the Agreement to use third parties of its choice, with whom The Talent Collectiv concludes agreements in its own name. In some cases, a Tripartite Agreement will be concluded between the Client, The Talent Collectiv and a third party, in which case the General Terms and Conditions of this third party will also apply.

7. Payment

7.1. The Talent Collectiv will send the Client an invoice regarding the agreed costs prior to the date of the workshop/training.

7.2. Unless otherwise agreed, the payment term is 30 days after the invoice date.

7.3. If The Talent Collectiv uses third parties in the performance of the Agreement as referred to in Article 6.3, The Talent Collectiv may stipulate that the Client makes the payments to these third parties. In the event of payment by the Client to a third party designated by The Talent Collectiv, this payment is considered a legally valid payment to The Talent Collectiv by the Client.

7.4. All payments will be made without discount, deduction or settlement, at the offices of The Talent Collectiv, or into a bank account to be designated by The Talent Collectiv. The client never has the right to suspend his payment obligation.

7.5. If at any time The Talent Collectiv has reasonable doubts about the Client's creditworthiness, The Talent Collectiv is entitled, before performing or continuing to perform, to require the Client to pay the purchase price in advance or to provide adequate security.

7.6. The Client is in default by the expiry of a payment term. In that case, all claims of The Talent Collectiv on the Client under the relevant Agreement and directly related Agreements are immediately due and payable.

7.7. Without further notice of default, the Client owes interest on all amounts that have not been paid by the last day of the payment term at the latest, from that day on, interest equal to 1% per month until the date of full payment.

7.8. If the Client has not paid the amount and interest owed even after the expiry of a further payment term set by registered letter, the Client is obliged to reimburse The Talent Collectiv for all extrajudicial and judicial costs. The extrajudicial costs to be reimbursed will be calculated on the basis of the collection rate applicable from time to time of the Dutch Bar Association. However, these costs will amount to a minimum of € 250 and are exclusive of the sales tax due.

8. Force majeure

8.1. If The Talent Collectiv is unable to fulfill its obligations towards the Client due to force majeure, those obligations will be suspended for the duration of the force majeure situation.

8.2. If the force majeure situation has lasted 1 month, both parties have the right to dissolve the Agreement in writing in whole or in part. In the event of force majeure, the Client is not entitled to any (damage) compensation, even if The Talent Collectiv should have any advantage as a result of the force majeure. These circumstances also include the refusal of Media Placement by a Media Operator.

8.3. Force majeure on the part of The Talent Collectiv is understood to mean any circumstance beyond the control of The Talent Collectiv, as a result of which the fulfillment of its obligations towards the Client is wholly or partly prevented or as a result of which the fulfillment of its obligations cannot reasonably be expected of The Talent Collectiv, regardless of whether that circumstance was foreseeable at the time of the conclusion of the Agreement.

8.4. The parties will inform each other as soon as possible of a (possible) force majeure situation.

9. Liability

9.1. Except in the case of intent or gross negligence on the part of The Talent Collectiv or its staff, The Talent Collectiv is not liable for any damage – direct or indirect – of the Client or third parties as a result of or in connection with The Talent Collectiv's performance of an Agreement.

9.2. Except in the case of gross negligence or intent on the part of The Talent Collectiv or its personnel and with due observance of the provisions of the previous paragraph, the Client will indemnify The Talent Collectiv against and against all claims from third parties, whatsoever, with regard to compensation of damage, costs or interest in connection with the Agreement or arising from the performance of the Agreement.

10. Termination

10.1. If the Client does not properly or not timely fulfill any obligation that may arise for him from the Agreement, the Client is in default and The Talent Collectiv is entitled without notice of default or legal intervention:

- to suspend the execution of the Agreement until payment is sufficiently secured and / or
- To dissolve the Agreement with the Client in whole or in part, without prejudice to The Talent Collectiv's other rights under any Agreement with the Client and without The Talent Collectiv being obliged to pay any compensation.

10.2. In the event of bankruptcy, (provisional) suspension of payments, closure or liquidation of the Client's business or if the Client knows that one of these situations will occur, the Client is obliged to inform The Talent Collectiv of this as soon as possible.

10.3. In the event of a situation as referred to in the previous paragraph, all Agreements with the Client will be dissolved by operation of law, unless The Talent Collectiv informs the Client within a reasonable time that it wishes to fulfill part of the relevant Agreement, in which case The Talent Collectiv is entitled without notice of default. is:

- suspend the implementation of the relevant Agreement (s) until payment has been sufficiently secured and / or

- to suspend any payment obligations towards the Client; all this without prejudice to The Talent Collectiv's other rights under any Agreement with the Client and without The Talent Collectiv being obliged to pay any compensation.

10.4. In the event of a situation as referred to in Article 10.2, all claims of The Talent Collectiv on the Client are immediately and fully due and payable.

10.5. In the case of monthly – ongoing – work, the work and agreement can be stopped by the Client every month. This must be communicated in writing before the end of the previous month. If the start of this new month falls within the next 14 days, any costs incurred by The Talent Collectiv can still be charged during this 14-day period.

11. Transfer of Rights and Obligations

11.1. The Talent Collectiv is permitted to transfer the rights and obligations described in any Agreement with the Client to third parties. The Talent Collectiv is then not obliged to pay any compensation in this respect.

11.2. The Client is not entitled to transfer his rights and / or obligations under an Agreement to any third party without the prior written consent of The Talent Collectiv.

12. Non-competition clause

12.1 Direct collaboration between the client and any contingent experts/freelancers of The Talent Collectiv (and mother e.g. The Marketing Collectiv) is not permitted. This is not permitted for the client without written permission from The Talent Collectiv, either directly or indirectly (interim management) to perform similar activities (similar to activities between The Marketing Collectiv or The Talent Collectiv & client), whether or not in (permanent) employment or otherwise (directly or indirectly), during the term of this agreement, as well as for 2 years after the termination of this agreement. In the event of violation of this provision, the client forfeits in favor of The Talent Collectiv, without judicial intervention, a fine of € 5,000.00 (in words: five thousand euros) that is not subject to judicial moderation and is immediately due and payable for each day or part thereof that the violation continues.

13. Entire Agreement

13.1. The Agreement, including all applicable terms and conditions of The Talent Collectiv, is a full representation of the rights and obligations of the parties and replaces all prior written and oral agreements, statements, statements and / or conduct of the parties.

14. Applicable law, competent court

14.1. Dutch law is applicable to these Conditions, as well as to all Agreements.

14.2. All disputes arising as a result of the Agreement or these Terms and Conditions will, unless otherwise required by law, be subject to the judgment of the competent court in Amsterdam.

15. Conversion

15.1. If and insofar as any provision of these terms and conditions cannot be invoked on the grounds of its unreasonable nature or on the grounds of reasonableness and fairness, the relevant provision will in any case be subject to content and purport and as much as possible corresponding with it, meaning that the relevant provision can rightly be invoked.

Amsterdam, March 2024