



**BAKAS**

Trendwatcher Author Speaker

## **Trend Office Bakas**

located at Sarphatipark 56hs, 1073 CZ Amsterdam, The Netherlands hereafter referred to as Trend Office Bakas,

### **Article 1. Definitions**

In these general conditions the following definitions apply

1. Client: the other party to the agreement with Trend Office Bakas.
2. Bakas: Mr. Adjiedj Bakas, who is made available by Trend Office Bakas to give a presentation.
3. Presentation: the lecture, presentation, masterclass or similar performance by Bakas.
4. Remuneration: the fee including the costs.

### **Article 2. Applicability of these conditions**

1. These conditions apply to every offer and agreement made between Trend Office Bakas and the Client in which Trend Office Bakas has declared these conditions to be applicable unless and in so far that the parties have expressly agreed in writing to deviate from them.
2. These conditions also apply to all agreements with Trend Office Bakas which requires the services of third parties.
3. No other conditions shall apply unless and in so far that the parties expressly agree thereto in writing.
4. The Client's unconditional acceptance of an offer or order confirmation in which reference is made to these conditions will indicate that the Client accepts these conditions.
5. If one or more articles in these conditions are not applicable this will not invalidate any of the remaining articles.

### **Article 3. Proposals**

1. Proposals made by Trend Office Bakas are made without obligation; they are valid for ten days, unless otherwise indicated. The Client's acceptance of a proposal is only binding if Trend Office Bakas confirms the acceptance in writing within 10 days.
2. Fees quoted exclude VAT (value added tax) and travel and accommodation expenses unless otherwise stated.

### **Article 4. Requests and reservations**

1. If the Client requests an optional reservation for a presentation by Trend Office Bakas then there are no costs attached to this within the first 14 days of making the request unless expressly agreed otherwise in writing and subject to the following.

2. The Client must confirm the optional reservation in writing after the first 14 days. If this does not occur then Trend Office Bakas reserves the right to cancel the optional reservation.
3. An extension of the period of an optional reservation must be requested in writing by the Client after the first 14 days. After which Trend Office Bakas will invoice the Client 50% of the remuneration. And the cancellation conditions in article 8 paragraph 3 will apply.
4. If the presentation is due to take place within 6 weeks of requesting the optional reservation then Trend Office Bakas will invoice the client 100% of the remuneration.
5. If the presentation is due to take place more than 6 weeks after requesting the (optional) reservation then Trend Office Bakas will invoice the client 50% of the remuneration.

#### **Article 5. Execution of the agreement**

1. Trend Office Bakas shall execute the agreement to the best of its abilities and will ensure the use of good workmanship and incorporate the latest knowledge.
2. Trend Office Bakas reserves the right to have certain work performed by third parties.
3. The Client shall ensure that all the requirements and facilities requested by Trend Office Bakas for the performance of the work, or that the Client may reasonably assume is necessary for the performance of the work, is available in good time to Trend Office Bakas. If these requirements and facilities are not available in good time to Trend Office Bakas then Trend Office Bakas reserves the right to postpone the presentation and charge the Client the extra costs associated with the postponement.
4. Trend Office Bakas is not liable for any damages resulting from it using incomplete or incorrect information that has been supplied by the Client, unless that information should reasonably have been known by Trend Office Bakas to be incomplete or incorrect.
5. If the agreement provides for the work to be performed in stages then Trend Office Bakas may postpone implementation of work that belongs to the next stage until the Client has approved in writing the results of the preceding stage.
6. The Client shall ensure the availability of adequate facilities and arrange all necessary licences, permits and dispensations for the presentation.

#### **Article 6. Changes to the agreement**

1. If during the presentation it becomes clear that proper performance of the work requires additions or modifications then both parties shall agree and incorporate the necessary changes into the agreement in good time.
2. If the parties agree that the agreement shall be amended or supplemented then this may affect the completion time of the work. Trend Office Bakas shall inform the Client the effect on the completion time as soon as possible.
3. Trend Office Bakas shall inform the Client if the amendment or supplement to the agreement has financial and/or quality consequences.
4. If a fixed price has been agreed Trend Office Bakas shall indicate the effect of the amendment or supplement on the price .
5. Notwithstanding paragraph 3 Trend Office Bakas will not charge additional costs if the amendment or the supplement is the result of circumstances that are attributable to Trend Office Bakas.

## **Article 7. Intellectual property**

1. Notwithstanding the provisions of article 8 of these general conditions Trend Office Bakas retains the intellectual property rights and entitlements that are due to it under the Copyright Act, Neighbouring Rights Act, Databases Act and the Benelux Convention on Intellectual Property.

2. All the material supplied by Trend Office Bakas such as reports, recommendations, presentations, text, designs, graphs, drawings, visual material, software, etc. are only to be used by the Client and may not be copied, published or made available to third parties without the prior consent of Trend Office Bakas.

3. Trend Office Bakas retains the right to make use of the knowledge that it gains from executing the work for other purposes on the understanding that this will not result in disclosure of confidential information to third parties.

## **Article 8. Termination**

1. If the Client partly or wholly cancels an (optional) agreement that it had previously confirmed in writing before or on the first day of the presentation,

then Trend Office Bakas is entitled to the following compensation:

*a. 8 days or less before the first day of the presentation: 100% of the fee;*

*b. 9 to 15 days before the first day of the presentation: 75% of the fee;*

*c. 16 to 22 days before the first day of the presentation: 50% of the fee;*

*d. 23 to 29 days before the first day of the presentation: 25% of the fee;*

*e. 30 to 43 days before the first day of the presentation: 10% of the fee;*

*f. more than 43 days before the first day of the presentation: 0% of the fee;*

2. Any initial deposit paid by the Client will be deducted from the compensation in article 8 paragraph 1.

3. The amount owed by the Client to Trend Office Bakas is immediately due and payable in the following circumstances:

- whenever Trend Office Bakas has reason to believe that the Client will not (be able to) meet its obligations under the agreement;

- if Trend Office Bakas has asked the Client to provide certain assurances that it will meet its obligations under the agreement and these assurances are not, or are insufficiently, provided.

4. In the above circumstances Trend Office Bakas is entitled to postpone further activity or terminate the agreement without prejudice to its right to claim any damages to which it may be entitled.

5. Trend Office Bakas retains the right up to 2 weeks before the agreed presentation date to cancel the agreement for whatever reason and repay the Client all amounts which the Client has paid up to that time (all or part of the fee) or alternatively credit the Client with the amount of the agreed fee. Trend Office Bakas will not be liable to the Client for any damages or obligations other than repayment or crediting the Client as stated above.

6. Cancellation of the agreement by Trend Office Bakas within a period of 2 weeks or less before the agreed presentation date is allowable under the following circumstances:

A. The Client does not fulfill his obligations;

B. On the presentation date Mr. Bakas has important promotional obligations such as a television or radio appearance or other promotional event;

C. Mr. Bakas is prevented for health reasons or because of extreme illness or death of a close family relative;

D. Force majeure as defined in article 6:75 of the Burgelijk Wetboek.

In the event of B. or C. above the Client is entitled to choose between a presentation under the same conditions on another date to be mutually agreed but in any case within 6 months of the original presentation date or restitution of all paid costs and fees. The Client is not entitled to damages from Trend Office Bakas in these circumstances.

#### **Article 9. Fee**

1. The agreed remuneration consists of fee, travel and accommodation expenses and VAT (Value Added Tax).

2. Trend Office Bakas is entitled to increase the agreed fee or tariff. Trend Office Bakas may pass on cost increases if it can demonstrate that significant increases in costs have occurred in the period between making the offer and the actual presentation.

#### **Article 10. Payment**

1. Payment must be made by the Client in the invoice currency within 14 days after the date of the invoice and in the manner of payment indicated by Trend Office Bakas.

2. If the Client has not completely paid the invoice within 14 days after the invoice date then the Client is in default; The Client is liable to pay interest on the overdue amount at the rate of 1% per month or the statutory commercial interest rate if this is higher. Additionally Trend Office Bakas reserves the right to cancel any further work.

3. In the event of the Client's liquidation or bankruptcy or suspension of its payments then all claims on the Client by Trend Office Bakas and obligations of the Client to Trend Office Bakas are immediately due and payable.

4. Clients' payments shall first be allocated to the settlement of interest and costs and any remaining amount will be allocated to the settlement of invoices which are the longest outstanding for payment, even where the Client maintains that payment is for a more recent invoice.

#### **Article 11. Liability**

The liability of Trend Office Bakas is limited to the following:

1. If its liability is covered by a liability insurance then the liability of Trend Office Bakas is restricted to the amount paid out by the insurance company.

2. If the liability is not covered by insurance or the insurance company does not pay out then its liability is restricted to twice the value of the work to be invoiced, or at least the part of the work to which the liability is related.

3. Contrary to the provisions of paragraph 2 above if the work lasts longer than six months then the liability of Trend Office Bakas is further restricted to the value of the fee earned in the last three months.

4. The limitation of liability in these general conditions does not apply if the damage is caused by malicious intent or gross negligence of Trend Office Bakas or its subordinates.

5. Trend Office Bakas is not liable for consequential damages under any circumstances.

#### **Article 12. Force majeure**

1. In these general conditions force majeure means, in addition to what is generally understood in law and jurisprudence, all foreseen or unforeseen external causes over which Trend Office Bakas has no influence and which prevent Trend Office Bakas from fulfilling its obligations. This includes a strike by Trend Office Bakas staff.

2. Trend Office Bakas shall also be entitled to invoke force majeure if the circumstances hindering (further) fulfilment of its obligations commences after the point in time at which Trend Office Bakas should have fulfilled its obligation.

3. The obligations of Trend Office Bakas shall be suspended during the period of force majeure. If the period of force majeure which prevents Trend Office Bakas from meeting its obligations lasts longer than 2 months then either party may terminate the agreement without being liable for damages.

4. If Trend Office Bakas has been able, or is able, to complete a part of its obligations before or during the period of force majeure then it will be entitled to invoice separately for the completed (to be completed) part and the Client is obliged to pay this invoice as if the completed (to be completed) part constituted a separate agreement. This does not apply if the completed, or to be completed,

part has no independent value.

#### **Article 13. Settlement of disputes**

The court where Trend Office Bakas offices are located has exclusive jurisdiction to hear disputes unless the sub-district court has jurisdiction.

Nevertheless Trend Office Bakas has the right to summons the other party to appear before any court which has the necessary jurisdiction.

#### **Article 14. Applicable law**

The agreement between Trend Office Bakas and the Client is subject to Dutch law.

#### **Article 15. Filing location and revision version of these general conditions**

These general conditions are filed with the Chamber of Commerce at their offices in Amsterdam.

The applicable conditions are either the latest filed version with the Chamber of Commerce or the version which was used for the Client's order .