

# General Terms & Conditions

## Huub Pragt Egyptoloog

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**Marmontweg 21**  
**3711 BG Austerlitz**

### **General**

These general terms and conditions apply to all offers and agreements, deliveries, and services of whatever nature between client and Huub Pragt Egyptoloog, unless expressly agreed otherwise in writing. The general terms and conditions of the client do not apply unless the acceptance thereof has been confirmed in writing by Huub Pragt Egyptoloog.

### **Article 1. Definitions**

1. Client is understood to mean the person, organization or company that provides the assignment to perform work or provide services or provide advice.
2. The assignment is understood to mean the client's request to Huub Pragt Egyptoloog to perform work for payment, including providing training, training, lessons, lectures, and guided tours, or giving advice or providing services.
3. Work is understood to mean all that Huub Pragt Egyptoloog undertakes and / or undertakes and / or undertakes for the client within the framework of the training and / or assignment provided by this.

### **Article 2. Tenders**

1. The tenders made by Huub Pragt Egyptoloog are without obligation; they are valid for 30 days, unless stated otherwise.
2. The prices stated in an offer include VAT. Huub Pragt Egyptoloog is not liable to VAT for training and the products that fall under training are therefore taxed at 0% VAT. Huub Pragt Egyptoloog is registered with the CRKBO (Central Register for Short Professional Education).

### **Article 3. Agreement**

1. An agreement between the parties is deemed to have come into being when Huub Pragt Egyptoloog confirms the assignment in writing to the client or commences with the actual execution of the assignment.
2. An agreement between the parties always has a temporary character.
3. The client has two weeks' reflection time before confirming the agreement in writing to Huub Pragt Egyptoloog.

#### **Article 4. Execution of the agreement**

1. Huub Pragt Egyptoloog will execute the agreement to the best of his knowledge and ability and in accordance with the requirements of good workmanship.
2. If and insofar a proper execution of the agreement requires this, Huub Pragt Egyptoloog has the right to have certain work carried out by third parties.
3. The client shall ensure that all data, of which Huub Pragt Egyptoloog indicates that these are necessary or of which the client can reasonably assume that these are necessary for the execution of the agreement, are timely provided to Huub Pragt Egyptoloog.
4. Huub Pragt Egyptoloog is not liable for damage, of whatever nature, caused by the fact that Huub Pragt Egyptoloog has assumed incorrect and / or incomplete information provided by the client and / or participants in the training.

#### **Article 5. Changes to the agreement**

1. If during the execution of the agreement it appears that for a proper execution it is necessary to modify or supplement the work to be performed, the parties shall timely and in mutual consultation amend the agreement accordingly in writing.
2. If the parties agree that the agreement will be amended or supplemented, the time of execution may be affected. Huub Pragt Egyptoloog will inform the client as soon as possible.
3. If changes or additions to the agreement have financial and / or qualitative consequences, Huub Pragt Egyptoloog will inform the client in advance. If a price agreement has been agreed upon, Huub Pragt Egyptoloog will indicate to what extent the change or supplement to the agreement will result in an exceeding of this price agreement.
4. Contrary to paragraph 3, Huub Pragt Egyptoloog will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to Huub Pragt Egyptoloog.

#### **Article 6. Confidentiality**

1. Both parties are obliged to keep confidential all confidential information that they have obtained from each other or from another source within the framework of their agreement. Information is considered confidential if this has been told by the other party or if this results from the nature of the information.

#### **Article 7. Intellectual property**

1. Without prejudice to the provisions of article 5 of these conditions, Huub Pragt Egyptoloog reserves the rights and powers that accrue to it based on the Copyright Act.
2. All documents provided by Huub Pragt Egyptoloog, such as training proposals, teaching material, quotations, reports, advices, etc., are exclusively intended for use by the client and may not be reproduced by him without the prior permission of Huub Pragt Egyptoloog. made, or brought to the notice of third parties.

## **Article 8. Suspension**

1. Huub Pragt Egyptoloog is entitled to suspend the execution of the assignment or to cease it when the client does not fulfil his obligations under the agreement.

## **Article 9. Force majeure**

1. If Huub Pragt Egyptoloog is unable to meet its obligations under the agreement in time due to force majeure or other extraordinary circumstances, Huub Pragt Egyptoloog has the right to execute the agreement within a reasonable period of time, or if performance within a reasonable period of time period is not possible to declare the agreement dissolved in whole or in part.

2. In that case, the Client is not entitled to dissolve the agreement or to claim any compensation.

## **Article 10. Termination of the assignment**

1. If Huub Pragt Egyptoloog is unable to fulfil the assignment for more than 20 consecutive working days or inform Huub Pragt Egyptoloog in writing that this will be the case, the client may decide to use a replacement for Huub Pragt Egyptoloog for the implementation of the agreed assignment. The client is not entitled to any compensation in this case.

2. Huub Pragt Egyptoloog has the right to immediately withdraw from an assignment without any further obligation if:

a. on the grounds of circumstances that escape its influence, proper assignment is impeded.

b. any facts or circumstances occur on the part of the client that in the opinion of Huub Pragt Egyptoloog may conflict with the Law and / or the norms used in regular traffic.

3. If one of the parties has demonstrably failed in the obligations that he has assumed within the scope of this agreement; the other party is entitled to terminate the agreement immediately and without the intervention of any person whatsoever. In all cases, the client is obliged to pay the costs and damage incurred by Huub Pragt Egyptoloog in all reasonableness.

## **Article 11. Defects, complaint terms**

1. Complaints are always treated confidentially.

2. Complaints about the delivered product or the work performed by Huub Pragt Egyptoloog can be submitted in writing to Huub Pragt Egyptoloog within one week of establishing, but no later than thirty days after delivery of the product or completion of the relevant work.

3. The complainant will receive a written decision within 4 weeks of the submission of the complaint.

4. If the complainant can not agree with this decision, the complainant may lodge an appeal in writing with a reasoned submission and underlying supporting documents within thirty days of receipt of the decision against the decision on the complaint and with an independent third party, LLM R.G.M. van der Pas, Haamstraat 9, 4851 TL Ulvenhout. The complainant does not have to pay a contribution for submitting a notice of appeal.

5. The appeal decision shall be given within four weeks of receipt of a notice of appeal that meets the requirements of paragraph 4 of this article. If a longer period is required to conduct research, the client will be informed of this within a week.

6. Complaints and their handling (whether in appeal) are recorded and kept for a period of two years after the date.

7. If a complaint can be lodged with LLM R.G.M. van der Pas has been laid down and considered to be well-founded, then his judgment as an independent third party is binding on Huub Pragt Egyptoloog. Any consequences resulting from this will be handled adequately and within a reasonable period by Huub Pragt Egyptoloog.

#### **Article 12. Honorarium**

1. Huub Pragt Egyptoloog determines a fee by means of a quotation. The fee is, if relevant, subdivided by VAT and travel and accommodation costs.

2. If no fee is agreed, the fee will be determined based on hours spent. The fee is calculated according to the usual hourly rates of Huub Pragt Egyptoloog, valid for the period in which the work is performed, unless a deviating hourly rate has been agreed upon.

3. For assignments with a duration of more than 2 months, invoices will be invoiced monthly.

#### **Article 13. Payment**

Payment must be made prior to the execution of the order by transfer of the amount due to account number NL09ABNA0555858898. H.J. Pragt, unless otherwise agreed with the contractor.

1. In the absence of timely payment by the client, it shall owe the legal interest to Huub Pragt Egyptoloog as of the due date of the relevant invoices or invoices per month or part of a month on the balance due for the first of each month. For payment reminders € 15,- per reminder will be charged. All costs that Huub Pragt Egyptoloog incurs for collection of the due are at the expense of the client and are at least set at 15% of the principal sum due.

2. In case of liquidation, bankruptcy, or suspension of payment of the client, the obligations of the client will be immediately due and payable.

#### **Article 14. Cancellation of a course, lecture, or tour**

1. Huub Pragt Egyptoloog will send the amended conditions for a course, lecture, or tour to the client in good time.

2. If the client cancels the assignment in writing and by registered mail, he / she is obliged, depending on the cancellation period described, to pay the following percentages of the principal sum to Huub Pragt Egyptoloog:

Up to 3 weeks prior to the assignment: 0% of the principal.

Until 1 week prior to the assignment: 50% of the principal.

From 1 week prior to the assignment: 100% of the principal.

## **Article 15. Conditions and cancellation of a trip or excursion**

1. When participating in a trip or excursion led by Egyptologist Huub Pragt, in principle the cancellation conditions of the travel organization where the trip is booked apply.
2. Amended conditions on a trip or excursion organized without the intervention of a travel organization, will be send to the client in good time by the organization Huub Pragt Egyptoloog.
3. When Huub Pragt Egyptoloog offers a trip inside or outside the Netherlands without the intervention of a travel organization, the following conditions apply:
  - a. As a participant you are responsible for booking any airline tickets and arranging the necessary visas.
  - b. You are responsible for having the necessary travel documents with you, such as a passport that meets all validity requirements.
  - c. In an emergency Huub Pragt is obliged to provide you with help and assistance. This can be seriously hampered if the assistance of an SOS center included in travel insurance is not available. You are therefore obliged to take out full coverage travel insurance.
  - d. When the travel agreement has been entered, the participant is obliged to make a down payment of at least 10% of the total travel sum. This deposit must be paid immediately after the conclusion of the travel agreement. The remainder of the travel sum must be paid to Huub Pragt Egyptoloog no later than 6 weeks before the start of the trip.
  - e. Huub Pragt Egyptoloog is not a travel organization and therefore not a member of the General Dutch Association of Travel Companies (ANVR) and the Stichting Garantiefonds Reisgelden (SGR). Regarding liability for unforeseen emergencies during a trip or excursion, reference is made to Article 16.1.
  - f. If the client cancels the assignment in writing and by registered mail, he / she is obliged, depending on the defined cancellation period, to pay the following percentages of the total travel sum to Huub Pragt Egyptoloog:
    - Up to 6 weeks before the start of the trip: 40% of the total travel sum.
    - Up to 3 weeks before the start of the trip: 50% of the total travel sum.
    - Until 1 week before the start of the trip: 75% of the total travel sum.
    - From a week before the start of the trip: 100% of the total travel sum

You can insure yourself for the consequences of a cancellation by means of a cancellation insurance.

## **Article 16. Liability**

1. Except in the case of demonstrable intent or gross negligence, the organization Huub Pragt Egyptoloog, nor the private person Huub Pragt, is liable for damages and / or losses caused in the context of the assignment, or in any way related thereto, to third parties or to the client himself. The liability is exclusively for the client.

2. This also includes physical damage and injury. Third parties and the client are aware of the risk acceptance of all physical parts during the execution of an assignment.

3. Huub Pragt Egyptoloog's liability is limited to the amount of the fee charged to the client.

#### **Article 17. Dispute resolution**

1. The judge in the district in which Huub Pragt Egyptoloog is established has jurisdiction to hear disputes between the client and Huub Pragt Egyptoloog, without prejudice to the legal provisions regarding the powers of any subdistrict court.

#### **Article 18. Applicable law**

1. Dutch law applies to every agreement between Huub Pragt Egyptoloog and client.

#### **Article 19. Modification of the conditions**

1. Huub Pragt Egyptoloog is authorized to make changes to these conditions. These changes apply from the announced time of entry into force. Huub Pragt Egyptoloog will send the amended conditions to the client in a timely manner.

The last change to these conditions took place on May 15, 2020. These conditions replace all previously drawn up conditions.