

# GENERAL CONDITIONS AND PRINCIPLES DEMO CONSULTANTS

## 1. For advisory services: the New Regulation (DNR)

Insofar as our offer does not explicitly deviate from this, The New Regulation of the legal relationship between client and architect, engineer or consultant (DNR-2011) applies to all consultancy services in our offer (see [Algemene voorwaarden \(demobv.nl\)](#)).

## 2. For software deliveries: NLdigital conditions

Insofar as this is not explicitly deviated from in our offer, the General Terms and Conditions of NLdigital, registered with the Court (Central Netherlands), applies to all software deliveries in our offer. We will be happy to send you a paper copy of the NLdigital Conditions on request (see [Algemene voorwaarden \(demobv.nl\)](#)).

## 3. Contact person and information involved

A contact person will be appointed by the client who will act as contact person for DEMO Consultants during the performance of the activities. The client informs all parties involved in advance of the duties and powers of DEMO Consultants. We can then consult with them directly and outside official meetings for the purpose of efficient performance of our activities.

## 4. Replacements and hiring of third parties

If employees of DEMO Consultants, for whatever reason, can no longer be deployed on the assignment, DEMO Consultants will ensure an adequate replacement. If specialist knowledge is deemed necessary, this will be hired in appropriate cases and after consultation with you by DEMO Consultants or directly by the client.

## 5. Availability and confidentiality of information

All information and data required for the work will be made available by the client in a timely manner. A copy of all relevant incoming and outgoing correspondence regarding the engagement and our engagement activities will be provided to DEMO Consultants. The information that is made available and the results of the activities of DEMO Consultants will be treated mutually confidentially and will not be made available to third parties without explicit permission.



## 6. Integrity

Our code of conduct applies to all DEMO Consultants employees. The code of conduct describes what is meant by independence and integrity and provides rules on how to act in the event of conflicts of interest.

## 7. Rates and Fees

The rates mentioned in our offer are based on the cost level of January 1<sup>st</sup> and are valid for the current year.

Job, wage and price increases will be passed on for activities performed in the following year.

Our rates include travel and accommodation costs within the Netherlands.

Not included in the rates:

- Value Added Tax (VAT);
- Travel and accommodation expenses outside the Netherlands necessary for the assignment;
- Excessive parking costs;
- Reproduction and binding costs

## 8. Invoicing and Payment

Invoicing takes place monthly afterwards on the basis of the time actually spent, unless explicitly agreed otherwise with the client and / or for a specific product or project. The payment term is a maximum period of 21 days after the invoice date.

## 9. Settlement of additional work

If the stated budgets turn out to be inadequate as a result of circumstances not foreseen by us or not attributable to us, we will report this in good time. Any additional work with regard to the budgets will only be carried out after approval has been obtained from the client. Settlement will then take place on the basis of the agreed rates and the time actually spent.

## 10. Completion of the assignment

We will notify you as soon as we consider our work in the context of a (partial) assignment to be completed.

We then confirm that we consider the assignment to be completed without notifying you to the contrary.

After completing our work, we will conduct an evaluation with you.

## 11. Staff

During the period from the assignment to twelve months after the completion of the work, the client and the contractor will not employ any personnel directly involved in the performance of the assignment without mutual and written consent. During this period, the parties will also not purchase services from these employees, in a direct and indirect sense, through their own or another company. In the event of a violation of this provision, the party who is in violation pays the other party a compensation equal to the annual salary of the employee (s) concerned.

## 12. Safety and Liability

We assume that you will take adequate safety measures in accordance with legal requirements for the performance of work by our employees.

We assume that you inform our employees at the start of the work about the possible risks they may run and what measures they must take, such as wearing personal protective equipment. We hereby exclude our liability regarding to safety at your organization. We have reminded our employees of their own responsibility and obligation to follow the prescribed safety regulations and procedures. They are obliged to report bottlenecks, dangerous situations and accidents, both to you and to us.