

# General Terms and Conditions

## Build Better Education

General terms and conditions of Build Better Education, established in Zutphen and registered with the Dutch Chamber of Commerce (Kamer van Koophandel). The text below applies from 1 June 2026.

### 1. General

These general terms and conditions apply to all legal relationships between Build Better Education and the party giving the assignment, hereinafter referred to as “the Client”.

### 2. Applicability

2.1 These terms and conditions apply to all quotations, activities, and agreements relating to an assignment carried out by Build Better Education on behalf of the Client.

2.2 Any purchasing or other terms of the Client do not apply, unless accepted in writing by Build Better Education.

2.3 If one or more provisions of these general terms and conditions are declared null and void, the agreement and these general terms and conditions, with the exception of the null or voided provisions, remain fully in force.

### 3. Offer and acceptance

3.1 An agreement between the Client and Build Better Education, by whatever name, is only formed once Build Better Education has issued a written quotation and the Client has accepted it in writing.

3.2 All quotations and agreements are valid for one month, unless the offer, quotation, or agreement states otherwise.

3.3 All quotations and agreements are based on the information available to Build Better Education at the time they are issued.

3.4 If the circumstances on which Build Better Education based its offer, quotation, or agreement change, Build Better Education is entitled to factor these changes into the performance of the agreement or to adjust its prices accordingly.

### 4. Performance of an assignment

4.1 Build Better Education will carry out an assignment to the best of its insight and ability, and in accordance with the standards of sound professional practice.

4.2 An assignment is carried out under the name and responsibility of Build Better Education.

4.3 The term for carrying out an assignment is agreed separately between Build Better Education and the Client.

4.4 Changes to an original assignment made at the Client's instigation may affect the agreed schedule and the cost of performance. Any additional costs resulting from such changes are for the Client's account. As far as it is able, Build Better Education will provide an estimate of the additional costs before the work begins.

## **5. Cooperation by the Client**

5.1 The Client must cooperate in performing the agreement concluded with Build Better Education.

5.2 The Client will always provide Build Better Education with all useful and necessary information in good time, and will guarantee the accuracy of that information.

5.3 Where the Client's own staff are needed for the assignment, they will be made available in good time.

## **6. Duty of care**

6.1 Build Better Education will exercise all due care in performing the assignment.

6.2 In its performance, Build Better Education ensures a standard of quality that may be expected of a sound educational support organisation.

6.3 Build Better Education serves the educational interests of the participants.

## **7. Intellectual property**

7.1 Unless otherwise agreed, Build Better Education retains the copyright and all other intellectual property rights to the training designs, publications, models, methods, and quotations it provides. These materials remain its property and may not be copied, shown to third parties, or otherwise used without its explicit permission, regardless of whether costs were charged to the Client for them. The parties may, however, agree that jointly developed products and the like may be brought to market by both parties.

7.2 In the absence of specific written agreements on bringing jointly developed products to market, the Client is obliged to return these items to Build Better Education at its first written request, within two weeks, on penalty of a fee of €100.00 for each day the Client remains in default. In addition, Build Better Education reserves the right to claim actual damages and any consequential damages for which the Client is liable.

## **8. Liability**

8.1 Any liability of Build Better Education arising from the agreement with the Client is limited to the amount paid out under Build Better Education's liability insurance in the relevant case. The policy terms can be made available for inspection on request. If and to the extent that, for whatever reason, no payment is made under that insurance, any liability is limited to an amount equal to the fee receivable by Build Better Education for the assignment concerned, up to a maximum of €10,000 (ten thousand euros).

8.2 Any liability of Build Better Education for shortcomings of third parties who are or were also involved in performing the agreement between Build Better Education and the Client is excluded,

except where such a shortcoming results from intent or deliberate recklessness on the part of Build Better Education.

8.3 The Client is liable for all damage resulting from loss, theft, fire, or damage to the goods and materials of Build Better Education from the moment these are within the Client's actual control and/or business premises.

## **9. Video footage**

9.1 During training programmes, Build Better Education may make video recordings in the Client's work setting(s) for the purpose of supporting participants' learning.

9.2 In doing so, Build Better Education is bound by the principles of dignity, expertise, confidentiality, and accountability, as set out in privacy legislation.

9.3 Build Better Education will not show video footage featuring the Client's staff to third parties, or use it for any purpose other than the training programme for which it is intended, without the explicit written consent of the staff member prominently shown.

9.4 The Client may likewise receive video footage, as learning material within the training programme, featuring Build Better Education's staff. Privacy legislation applies equally to this footage.

9.5 Article 9.4 means that the Client may not show any video footage featuring Build Better Education's staff to others, or use it for any purpose other than the training programme for which it is intended, without the explicit written consent of Build Better Education.

## **10. GDPR (General Data Protection Regulation)**

Build Better Education has drawn up a privacy policy in the context of the GDPR. This policy sets out which personal data it uses, for which purposes, and on which legal grounds. It also describes how Build Better Education handles personal data in relation to third parties, how long the data is retained, and what your rights are. By accepting a quotation for an assignment, you also accept this privacy policy and the accompanying data processing agreement for the period during which Build Better Education carries out an assignment for you. We can email you the privacy statement and the data processing agreement on request.

## **11. Confidentiality**

Before and during the performance of the assignment, Build Better Education and the Client mutually undertake to maintain confidentiality (towards third parties) regarding any confidential information that comes to their knowledge during the assignment or afterwards. This obligation of confidentiality continues to apply after the assignment ends.

## **12. Fee**

12.1 The Client is charged a fee based on the rates and cost estimates stated in the quotation or agreement. Any additional costs resulting from changes to an assignment made at the Client's instigation are for the Client's account.

## **13. Payment terms**

13.1 Unless otherwise agreed, invoices sent by Build Better Education must be paid within one month of the invoice date, failing which the Client is deemed to be in default. After this term has expired, Build Better Education may charge the Client interest for loss of interest at 1% per month.

13.2 Build Better Education is always entitled, before performing, to require security it considers sufficient for the fulfilment of the Client's payment obligation.

13.3 Build Better Education charges the Client a first instalment of 50% of the agreed price upon signing of the quotation. A further 50% is charged halfway through the performance of the assignment, unless the agreed price is lower than €2,000.00 and the assignment lasts less than one month. In that latter case, the second instalment is invoiced afterwards.

13.4 If the Client fails to meet its payment obligation, Build Better Education is entitled to suspend the work, even where a fixed term is attached to the assignment.

13.5 The full agreed fee becomes immediately due at any time if the Client is granted suspension of payment or is declared bankrupt, if conservatory or executory attachment is levied on the Client's property (including bank accounts and receivables), if the Client is in liquidation or the Client's legal entity is dissolved, or if the Client, where a natural person, dies.

13.6 In addition to the principal claim and interest, Build Better Education is entitled to claim from the Client all extrajudicial costs caused by late payment. Extrajudicial costs are payable by the Client in any event where Build Better Education has engaged a third party to assist with collection. They will be calculated in accordance with the collection tariff (incassotarieff) recommended for collection cases by the Dutch Bar Association (Nederlandse Orde van Advocaten).

13.7 If Build Better Education is wholly or partly successful in legal proceedings, all costs it has incurred in connection with those proceedings are for the Client's account.

13.8 The prices stated in the quotation or offer apply for the period stated in that quotation or offer, unless otherwise agreed.

## **14. Force majeure**

In the event of force majeure, Build Better Education has the right, at its discretion, to extend the delivery term by the duration of the force majeure, or to dissolve the agreement insofar as it has not yet been performed, without Build Better Education being obliged in any form to pay any compensation, save as provided in Article 6:78 of the Dutch Civil Code (Burgerlijk Wetboek).

## **15. Dissolution**

15.1 Full or partial dissolution of the agreement takes place by a written declaration of those entitled to do so. Before the Client sends a written declaration of dissolution to Build Better Education, it will at all times first give Build Better Education written notice of default and a reasonable period to still fulfil its obligations or remedy any shortcomings, which shortcomings the Client must report accurately and in writing.

15.2 If Build Better Education is faced with dissolution without any default on its part, it is at all times entitled to compensation for all financial loss, such as costs, lost profit, and reasonable costs incurred to establish loss and liability. In the event of partial dissolution, the Client cannot claim the reversal of services already performed by Build Better Education, and Build Better Education retains its full right to payment for the services it has already performed.

15.3 If the Client fails to fulfil, or fails to fulfil properly or in good time, any obligation arising from the agreement concluded with Build Better Education or from a related agreement, or if there is good reason to fear that the Client is or will be unable to meet its contractual obligations towards Build Better Education (for example in the event of bankruptcy), Build Better Education is entitled, after a written notice of default, to suspend performance of the agreement or to dissolve it in whole or in part.

## **16. Legal certainty**

16.1 The “General Terms and Conditions of Build Better Education” apply to all training, quotations, activities, and agreements relating to an assignment carried out by Build Better Education on behalf of a Client, as filed with the Dutch Chamber of Commerce. The terms and conditions can be downloaded from the Build Better Education website.

## **17. Complaints procedure and dispute resolution**

17.1 In the first instance, all complaints and/or disputes, including those regarded as such by one party, that arise in connection with a Build Better Education training programme, will be raised for resolution by mutual consultation.

17.2 Confidentiality and transparency. All complaints and/or disputes that arise, including those regarded as such by one party, will be handled confidentially.

17.3 Disputes are raised for resolution by mutual consultation as soon as possible, but in any event within four weeks.

17.4 If no solution can be found through joint consultation, a disputes committee is appointed.

17.5 The disputes committee consists of three persons: two representatives, one to be appointed by each of the two parties, and a third representative to be appointed jointly by the two aforementioned representatives. If this third party is a disputes committee, interest association, or other professional body, registration with or membership of that institution is verified.

17.6 The disputes committee reaches its decision by a majority of votes. The decision is binding on the parties.

17.7 If a disputes committee is appointed and more time is needed to carry out its investigation, the parties are informed of this in writing, with an indication of when a decision is expected. Complaints and the manner of their handling are recorded and retained for the duration of the statutory periods.

## **18. Applicable law and forum**

The legal relationship between Build Better Education and the Client is governed by Dutch law. Disputes will be settled exclusively by the competent Dutch court.

Zutphen, May 2026

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**Build Better Education**

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