

General Conditions

0.1 General Conditions for the execution of the Organization consultancy tasks: client/ROA member

1 Definitions

The following terms are defined in these general conditions as indicated below:

1.1 Task: an agreement for a task in the sense of Article 7:400 et seq. of the Civil Code, in which one party, the ROA member (the party carrying out the task), undertakes to the other party, the client, to carry out consultancy activities for the organization of the client (or have them carried out). The agreement is laid down in writing and contains (inter alia) a description of the activities to be carried out.

1.2 Advisory task for the organization: the task to provide a contribution to determining, analysing and solving questions of management, policy, organization and operation for a client, which arise in and/or with regard to an organization and/or between organizations.

1.3 Client: the natural person or legal person who has concluded an agreement as the other party with the ROA member to carry out a consultancy task for an organization (or have it carried out).

1.4 ROA: the association Board of Consultants for Organizations in Gorinchem.

1.5 ROA member: the legal person who has accepted the consultancy task for the organization as referred to in 1.2 as the party carrying out the task, or has made an offer or tender prior to a possible task and who is a member of the ROA.

1.6 Party carrying out the task: the ROA member who has concluded an agreement with the client to carry out a consultancy task for an organization as referred to in 1.2 (or to have it carried out).

1.7 Executor of the task: the natural person or legal person who is charged with carrying out the task on behalf of the ROA member.

1.8 Parties: the client and the ROA member.

2 General

2.1 All the tasks are exclusively accepted and carried out by the ROA member setting aside Articles 7:404 and 7:407, paragraph 2 of the Civil Code.

2.2 All the clauses in these general conditions have also been made on behalf of all those who are employed by the ROA member.

2.3 All the activities which are carried out by the executors of the task in the context of a task are deemed to be activities by or on behalf of the ROA member.

3 Applicability of these conditions

3.1 All the clauses in these general conditions apply to all the offers, activities, tenders made by the ROA member, and to all the agreements for consultancy tasks for organization, related to carrying out activities for the client, including all the agreements arising from this or related to this, between the ROA member and the client or their legal successors respectively.

3.2 The code of conduct of the ROA is an integral part of the

agreement. The client declares that he will always wholly respect the obligations arising for the ROA member from the code of conduct. The (complete) code of conduct will be sent on request.

3.3 It is possible to deviate from these general conditions only on the basis of an agreement in writing.

3.4 If any clause in these general conditions or in the agreement is null and void, the remainder of the agreement continues to apply and the clause concerned will be replaced on the basis of consultation between the parties by a clause which is as similar as possible to the scope of the original clause.

3.5 The Board of Consultants for Organizations is competent to make changes to these conditions. The changes enter into effect at the time that it indicated for entering into effect. The above-mentioned changes do not have an influence on the tasks carried out during the entry into effect, unless the parties agree otherwise.

4 Starting points

4.1 The ROA member is responsible for the integrity of his activities, must act with expertise in relation to the task and the client, must guarantee his professional and client-related independence, avoid other interests from those of the task itself from playing a role in the commission, and undertakes the obligation to talk to the client regarding his conduct if he does not conduct himself as a good client.

4.2 The client is honest in the preliminary discussions with the ROA member about the competition by other organizational consultants, the criteria which apply for selection and the period in which the choice is made.

4.3 The client is responsible for a justified policy of awarding commissions.

4.4 The client is careful about providing information which is required, whether asked for and unasked for, in order to carry out the task well and effectively.

4.5 The client acts as a reliable partner, by promptly and wholly fulfilling agreements, including the payment of the invoices.

5 Drawing up the agreement for the task

5.1 The agreement for the task is drawn up at the moment that the agreement for the task signed by the parties, or the confirmation of the task and the necessary data and information on the basis of the law and regulations have been received by the person carrying out the task.

5.2 The agreement for the task is the agreement of the wishes of the client and the ROA member drawn up in writing which, where applicable, contains the following agreements on the content and conditions of execution of the contract;

- a description of the content and limits of the task;
- the intended aim of the task;
- (the part of) the organization to which the task relates;
- reciprocal relations in the organization and joint working methods;
- the restrictions of the execution of the task;
- the choice of the persons executing the task to be put in by the ROA member and the employees deployed by the client, as well as the appointment of a project leader and contact persons;
- the procedure(s) for controlling the advisory process;
- the bodies, groups or people to whom information must be provided in advance, during and after the task;

- an indication of the time required for the execution of the task, the stages of the period and the course of action if the actual period deviates from the indication;
- determining the person or persons advised by the ROA member and to whom and how reports are sent on the process of the task;
- an estimate of costs and the course of action if the actual costs exceed the estimate;
- the basis for fees and the method of invoicing;
- the course of action when third parties are brought in and the invoicing for this;
- (if applicable) the property and copyrights;
- the discussion afterwards and the evaluation of the task;
- the desired or necessary aftercare.

6 Provision of information, employees and work space by the client

6.1 The client is responsible for ensuring that all the data and information which the ROA member indicates are necessary or which the client should reasonably understand are necessary for the execution of the agreement, are provided promptly and in the form and in the way as requested, to the ROA member.

6.2 If the data and information required for the execution of the agreement have not been provided promptly or correctly to the ROA member, the ROA member has the right to suspend the execution of the agreement or to charge the extra costs arising from the delay to the client in accordance with the customary rates.

6.3 The client is obliged to inform the ROA member immediately of facts and circumstances which could be important in connection with the execution of the task.

6.4 The client is responsible for the accuracy, completeness and reliability of the data and information provided by him or in his name to the ROA member.

6.5 If the ROA member requests this, the client will make available employees of his own organization free of charge, who are (will be) involved in the activities of the ROA member.

6.6 If the ROA member requests this, the client shall make available a workplace and the (office) facilities to the ROA member free of charge, which could be necessary to be able to carry out a task on location.

7 Confidentiality

7.1 The ROA member shall observe the rules of due diligence and confidentiality with regard to third parties who are not involved in the execution of the task, regarding all the confidential data or information that is sensitive to competition of the client, which has come to his knowledge in the context of the task, unless there is a legal or professional duty for the ROA member to reveal this, the ROA member has to defend himself before the (disciplinary) court, the client has discharged the ROA member from the obligation of confidentiality, or the information is available through public sources. The ROA member must take all the precautionary measures necessary in the context of the task to protect the client's interests.

7.2 Without the consent of the ROA member, the client may not make any statement to third parties regarding the approach, procedure, content of the advice or opinions of the ROA member, or make his report or any other written or unwritten material available or publicise it in any other way, unless there is a legal or professional obligation for the client to make it public.

8 Intellectual property

8.1 Models, techniques, instruments, including software, and other intellectual products which have been used for the execution of the task or are included in the advice or result of the examination, are and continue to be the property of the ROA member insofar as they are not already owned by third parties. Therefore their publication, further use or further dissemination can take place only after obtaining the consent of the ROA member, without prejudice to the provision of 5.2.

8.2 The client has the right to reproduce documents for use in his own organization insofar as this is appropriate with regard to the aim of the task. In the event of the interim termination of the task, the above applies correspondingly.

9 Execution of the task

9.1 The task is carried out by or on behalf of the ROA member in accordance with his best insight and ability and in accordance with the demands of professionalism and due diligence.

9.2 The obligation referred to in 9.1 has the character of an obligation of due diligence, because achieving the intended result cannot be guaranteed unless the ROA member and the client explicitly conclude an agreement in writing about the result to be achieved before accepting the task, and if it has been agreed between the parties that the description of the result to be achieved can only be interpreted in one way and the result can be objectively determined (obligation with regard to results). If the obligation in writing with regard to results does not comply with the above cumulative requirements, the client cannot appeal to the obligation with regard to results of the ROA member. The same applies if the result is not achieved for reasons unrelated to the influence of the ROA member.

9.3 After consultation with the client, the ROA member can replace one or more executors of the task. The change must not reduce the quality of the activities to be carried out in the context of the task or negatively influence the continuity of the task. A change in the people executing the task can also take place at the request of the client in consultation with the ROA member.

9.4 Involving or bringing in third parties in carrying out the task by the client or by the ROA member can only take place following mutual consultation.

9.5 The client accepts that the timing and costs of the task can be changed if the parties reach an interim agreement to change the approach, procedure or size of the commission or to extend the advisory activities for the organization arising from this.

9.6 If an interim change becomes necessary in the task or the execution of the task as a result of the activities of the client, the ROA member must make the necessary adaptations if the quality of the service requires this. If this sort of adaptation results in additional work, this must be confirmed as an additional task by the client. If the client does not confirm this within fourteen days after being requested to do so in writing, the ROA member has the right to immediately terminate the agreement without any legal intervention and without being obliged to pay the client any compensation for damages.

10 Duration and conclusion of the task

10.1 The duration of the task can be influenced by all sorts of factors apart from the efforts of the ROA member, such as the quality of the information obtained by the ROA member and the

cooperation which is provided. Therefore the ROA member cannot say exactly in advance how long the period will be to carry out the task. For this reason the periods within which the activities must be completed are only firm periods if this has been agreed in writing.

10.2 The task is concluded in a financial sense as soon as the final bill has been approved by the client. The client must inform the ROA member of this within a period of thirty days after signing the final bill. If the client does not respond within this period, the final bill is deemed to have been approved.

11 Interim termination of the task

11.1 The parties can unilaterally terminate the agreement prematurely if one of them considers that the execution of the task can no longer take place in accordance with the agreement on the task and any later additional agreements. The other party must be informed of this in writing, stating reasons. The ROA member or the client may only make use of the possibility of terminating the agreement prematurely if the completion of the task cannot reasonably be carried out as a result of the facts and circumstances which cannot be attributed to the influence of the party terminating the agreement or cannot be attributed to him. The ROA member retains the possibility to claim for the payment of the statement of expenses for activities carried out up to that time, and the interim results of the activities carried out up to that time are provisionally made available to the client if possible. Insofar as this incurs, extra costs are charged for these.

11.2 In the case that one of the parties is declared bankrupt, requests a suspension of payments or ceases business activities, the other party has the right to terminate the task without observing a period of notice, while retaining rights.

12 Fees

12.1 If forms of calculating fees are used to calculate the consultancy activities for the organization other than the amount of work and costs devoted to the task, or the fee is a fixed sum, a clear description must be included of this in the agreement with the client. In that case the ROA member must make sure that this serves the interests of the client and that his own independence is guaranteed.

12.2 With regard to the rates and the estimates of costs based on these, the agreement explicitly states whether this includes the secretarial costs, travelling hours, travel and accommodation expenses and other costs related to the task. Insofar as these costs are not included, they can be calculated separately provided explicit agreements have been made on this in writing. An interim change in the level of the salaries and costs which means that the ROA member must adapt the rates or other above-mentioned reimbursements of costs, is charged on. The fee does not include any interest costs unless indicated otherwise in the agreement.

12.3 The fee for the ROA member, if necessary increased by advances and statements from third parties who have been contracted in, is charged monthly, quarterly, annually or after the conclusion of the consultancy activities for the organization, unless the client and the ROA member have made other agreements about this. The V.A.T. is charged separately on all the amounts due to the ROA member by the client.

12.4 If the client wishes to have an examination carried out by a chartered accountant of the statement by the ROA member, he will cooperate with this. The costs of this sort of examination are at the client's expense.

13 Conditions of payment

13.1 The payment by the client must take place without a deduction, discount or settlement of debts, within the agreed periods, but in no case later than thirty days after the date of the invoice. Payment must be made by means of a transfer to a bank account indicated by the ROA member.

13.2 If the client has not paid within thirty days after the date of invoice, the ROA member has the right, after he has reminded the client at least once to make the payment, to charge the client the legal interest from the date of expiry up to the date of complete payment, without any further notification of default and without prejudice to the other rights of the ROA member.

13.3 All the reasonably incurred court costs and out of court costs (of collection) incurred by the ROA member as a result of the failure of the client to observe his obligations with regard to payment are at the client's expense.

13.4 If the financial position or the payment behaviour of the client gives rise to this in the opinion of the ROA member, the ROA member has the right to request the client to immediately provide (additional) security in a form determined by the ROA member. If the client fails to provide the required security, the ROA member has the right, without prejudice to his other rights, to immediately suspend the remaining execution of the agreement, and everything which the client is due to the ROA member for any reason can be claimed immediately.

13.5 In the case of a task commissioned jointly, the clients are severally responsible for the payment of the invoiced sum irrespective of the name on the statement, insofar as the consultancy activities for the organization have been carried out for the joint clients.

14 Recruiting or employing mutual personnel

During the execution of the task or within one year after the termination of the task, none of the parties may employ personnel of the other party who are (were) involved in the task, or in any other way have him employed for himself or another, except after consultation with the other party.

15 Complaints

15.1 A complaint about activities carried out or an invoiced sum must be sent to the ROA member in writing within thirty days after sending the documents or the information about which the client is complaining, or if the client demonstrates that he could not have reasonably discovered the shortcoming earlier, within thirty days after the discovery of the shortcoming. Exceeding this period results in the expiry of all claims.

15.2 A complaint does not suspend the client's obligation for payment unless and insofar as the ROA member informs the client that he considers the complaint to be founded.

15.3 In the case of a justified complaint, the ROA member has the choice between adapting the sum of the invoice, improving the activities free of charge or carrying out the activities concerned again, or to partly or wholly not/no longer carry out the task.

16 Liability

16.1 The ROA member is liable for the shortcomings in the execution of the task, unless these are the result of the failure of

the ROA member to observe the due care, expertise or professionalism which can be expected in the context of the task concerned.

16.2 The liability for the damage caused by the shortcomings is limited to the sum of the fee which the ROA member has received for his activities in the context of that task.

16.3 For tasks which last for a period longer than six months, there is a further restriction of the liability referred to here up to a maximum of the sum of the statement for the last six months.

16.4 Any claims by the client in this sense must be submitted within one year after the discovery of the damage and if the client is in default in this respect, his rights are forfeited.

17 Applicable law

17.1 Dutch law is applicable to every agreement between the client and the ROA member.

18 Advice on essential questions of a professional nature

18.1 If the client comes across essential questions about the execution of the task during this period and in his opinion the ROA member cannot provide sufficient clarification, the client is free to appeal to the Confidentiality Committee of the Board of Consultants for Organizations to hear his problem and professionally clarify his situation (counselling). However, the ROA member is free to bring in the Confidentiality Committee to advise on a problem of a professional nature arising from the execution of a task.

19 The settlement of disputes

19.1 If there is a dispute between the parties, the Confidentiality Committee can be asked to assist in bringing about a settlement of the dispute. The instructions to do so must be given to the Confidentiality Committee jointly by both parties and is expressly aimed at achieving agreement between the parties. However, the decision making is in the hands of the parties.

19.2 An application to bring in the Confidentiality Committee must be submitted to the secretariat of the Board of Consultants for Organizations. The intervention of the members of the Confidentiality Committee takes place without inconvenience or consultation. A copy of the regulations of the Confidentiality Committee is sent to the client on request.

19.3 The costs of bringing in the Confidentiality Committee are shared equally by the parties in the case of mediation. In the case of counselling, the costs of bringing in the Confidentiality Committee are not charged.

19.4 Disputes which arise as a result of the execution of this agreement or of further agreements resulting from this can be settled in accordance with the Regulations of the Dutch Arbitration Institute in Rotterdam, whether or not the Confidentiality Committee intervenes, or if the parties jointly prefer this, they are presented to one or more mediators.

19.5 There is a dispute as referred to in 19.4 if one of the two parties informs the other party of this by registered letter.

20. Disciplinary law

20.1 The ROA member is a member of the Board of Consultants for Organizations and observes the professional codes of con-

duct of the Board of Consultants for Organizations. Observing these professional codes of conduct is promoted by the Board of Consultants for Organizations because complaints are examined and if any infringements are found, disciplinary measures can be taken. If the client considers that the ROA member is not observing the professional code of conduct of the Board of Consultants for Organizations, the client can submit this complaint to the Supervisory Commission of the Board of Consultants for Organizations and the applicable rules of procedure apply. A copy of the regulations of the Supervisory Committee is sent the client on request.

21 Final provision

These general conditions are deposited at the Chamber of Commerce 'Midden Nederland' under number 40531334.

The use of the ROA general conditions has been exclusively reserved for ROA connected offices.

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