

Clause 1 General

1. All offers, agreements and their performance involving Mennen Training & Consultancy ("Mennen T&C") are subject to these Standard Terms and Conditions of Business. These Standard Terms and Conditions of Business also apply to any additional or follow-on agreements entered into with the Client.
2. "Client" means any legal entity or natural person that has entered or wishes to enter into an agreement with Mennen T&C, including the legal entity's or natural person's representative(s), lawyer(s), legal successor(s), or heirs.
3. For the purposes of these Standard Terms and Conditions of Business, "services" include the activities to be performed by Mennen T&C as agreed with the Client and the coaching sessions, training sessions, training programmes, workshops, courses, and advice delivered by Mennen T&C to the Client without a separate contract.
4. "Participant" means any person who receives coaching or attends consultancy sessions, training sessions, training programmes, workshops, seminars or courses hosted by Mennen T&C, including the Client or any employee, guest or invitee of the Client.

Clause 2. Conclusion of the agreement

1. All offers made by Mennen T&C in any form whatsoever are free of obligation and valid for 30 days. After the offer is accepted in writing, Mennen T&C will still have an opportunity to revoke the offer, provided that it does so without delay.
2. All prices quoted in the offer are exclusive of VAT, unless otherwise stated.
3. After confirmation by signing of the quotation, the Client has 14 days reflection time.

Clause 3. Performance of the agreement

1. The agreement entered into with Mennen T&C imposes on Mennen T&C a best efforts obligation rather than a guaranteed results obligation, regardless of the objectives specified in the agreement.
2. Mennen T&C will determine the details of the services and how to perform the services, where necessary in consultation with the Client.
3. Mennen T&C may arrange for services to be performed by a third party if and to the extent that this does not affect the proper performance of the agreement or if this is actually required for the proper performance of the agreement.
4. In the event of *force majeure*, including illness, strike action or harsh weather conditions, Mennen T&C may change the start time or start date of the services. In the event of any prolonged illness of an instructor, Mennen T&C will arrange for an expert replacement.

5. The Client is responsible for ensuring that all information which Mennen T&C indicates is necessary, or which the Client should reasonably understand to be necessary, for the performance of the agreement is made available to Mennen T&C in a timely fashion. If Mennen T&C does not receive the information needed to perform the agreement in a timely fashion, Mennen T&C may suspend performance of the agreement and/or charge the Client for the extra costs arising from the delay at the agreed or usual rates.
6. Mennen T&C is not liable for any loss or damage whatsoever arising from the fact that Mennen T&C relied on any incorrect and/or incomplete information supplied by the Client, unless it should have known that the information was incorrect or incomplete.

Clause 4. Term and termination

1. If the agreement between the parties provides for the delivery of the same services more than once, the agreement will be considered to have been made for an indefinite period of time, unless expressly agreed otherwise in writing.
2. Either party may terminate the agreement in writing at any time. Termination will have no consequences for either of the parties. Mennen T&C cannot be held liable in any way for any loss or damage whatsoever arising from any unilateral termination of the agreement. If the agreement has a term of one year or more, the parties must give at least 2 months' notice. The notice period for all other agreements is 2 weeks.

Clause 5. Intellectual property

1. If any copyright, trademarks, design rights, trade names or other intellectual property rights subsist in the services delivered by Mennen T&C under the agreement, Mennen T&C is and remains the owner of such rights. The Client may use the physical works protected by such rights only if they include a notice stating Mennen T&C's name.

Clause 6. Payment

1. Invoices must be paid within 31 days of the invoice date, without any deduction or setoff, and without any postponement for alleged or actual breach on the part of Mennen T&C. Late payment will cause the Client to be in default by operation law and owe late payment interest at the statutory rate.
2. If Mennen T&C takes any debt collection action against the Client who is in default, all judicial and extra-judicial costs related to the claim are payable by the Client. These costs are either 10% of the outstanding amount, with a minimum of EUR 125, or the actual costs incurred.
3. If the payment period stated in Clause 6 (1) is exceeded, Mennen T&C may postpone performance of the agreement, subject to the Rules of Conduct, or terminate the agreement after sending a written demand letter.

4. In case of a refund, Mennen T&C will return the payment to the Client within 2 months of the notification.

Clause 7. Liability

1. Mennen T&C accepts no liability whatsoever for any loss or damage arising from or connected with the services it delivers.
2. Any liability on its part will in all cases be limited to the amount invoiced for those services.
3. By way of derogation from Clause 7 (2), if the agreement is for a term of six months or more, Mennen T&C's liability will be limited further to the invoice amount payable for the last six months.
4. If, as a result of or in connection with any services performed by Mennen T&C or otherwise, any damage is caused to persons or property for which Mennen T&C is held liable, its liability will be limited to the amount paid under its general liability insurance policy, including the amount of the deductible.
5. Mennen T&C expressly excludes any liability for loss of profits or for any other indirect or consequential loss or damage of any nature whatsoever.

Clause 8. Cancellation

1. Mennen T&C may cancel its services or refuse participation by the Client or a Participant without giving reasons. In such cases, the Client is entitled to a refund of the full amount paid to Mennen T&C.
2. The Client may cancel the services at no cost up to 3 weeks before the start of the services. In the event of individual coaching, this period will be 3 days.
3. If the Client cancels within 3 weeks or, as the case may be, 3 days before the start of the services, Mennen T&C may charge 50% of the original amount.
4. If the services cannot be performed on the agreed date for reasons for which the Client is responsible, the Client must pay the full amount.
5. Regardless of the time period within which the Client cancels, any work done in preparation and the related costs will be charged to the Client.

Clause 9. Confidentiality

1. Mennen T&C will keep confidential all confidential information about the persons enrolled in the training and/or coaching programmes.
2. The information supplied by a Participant or the Client about a Participant or the Client will not be disclosed to any third party.

3. Any coaching or intake interviews and intake forms will be treated as personal and confidential. Mennen T&C will not disclose the content of such interviews to any third party, unless with the Participant's express prior permission given in writing or by email.
4. Confidential information means any information identified as such when supplied to Mennen T&C and all other information which may reasonably be considered to be confidential.
5. If the Client is not the person participating in the training or coaching programmes, the Client is not entitled to confidential information about the participant in those programmes, unless otherwise provided in the agreement.

Clause 10. Complaints, disputes

1. If you are not satisfied with our services, you are entitled to make a complaint within 3 months of the performance of the agreement. A complaint should be written in clear language and be sent by post to L.I. Mennen, Junoplantsoen 127, NL-2024 RP Haarlem or by email to louise.mennen@mennen-tc.com. Mennen T&C will handle your complaint as quickly as possible, but in any case within four weeks. You will receive within 2 weeks a confirmation of reception of your complaint.
 2. If it expects to need more time to handle your complaint, Mennen T&C will send you a reply within 14 days, confirming receipt of your complaint and giving you an estimated time as to when you may expect to receive a more detailed reply from Mennen T&C.
 3. Responsibility for handling your complaint lies with Mennen T&C's director.
 4. Your complaint will be treated confidentially.
 5. Mennen T&C wants you to be satisfied with its services and sets great store by having a pleasant relationship with its Clients and Participants. If you nevertheless have a complaint, a good conversation will often remove any dissatisfaction and Mennen T&C will be happy to take the time to speak with you.
 6. If Mennen T&C cannot solve your complaint, the parties will endeavour to resolve the issue in the presence of a third party, Mr. Jan-Floris Holstein (advocaat en mediator bij Qisolute, Plantage 7, 2311 JB Leiden, tel: 071-5164888).
 7. The mediator's decision is binding on Mennen T&C; any consequences will be dealt with as quickly as possible.
 8. Complaint records will be kept for a minimum of 12 months.
 9. All agreements are governed by the laws of the Netherlands and the Dutch courts have exclusive jurisdiction to hear any disputes that cannot be resolved amicably.
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