



Platform for trendmatching

connect with
trends and
trendwatchers

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General Terms and Conditions of Delivery TrendConnection

Article 1 – Definitions

1. TrendConnection: legal entity which acts as an intermediary between trendwatchers that provide Trend Presentation(s), and clients that purchase these Trend Presentations and subsequently make them available to an audience.
2. Client: the purchaser of the Trend Presentation(s) of a Participant.
3. Parties: TrendConnection and the Client.
4. Contract: agreement entered into between TrendConnection and the Client.
5. Participant: a trendwatcher that makes his/her Trend Presentation(s) available via the TrendConnection intermediary platform.
6. Trend Presentation: the presentation delivered by a Participant, with or without a workshop.
7. Website: www.trendconnection.nl, platform on which Trend Presentation(s) by trendwatchers, are offered.
8. Third party: any party other than TrendConnection and the Client.

Article 2 – Applicability

1. These general terms and conditions are applicable to every Contract established between TrendConnection and the Client.
2. Should any confusion arise regarding the interpretation of one of more provisions contained in these general terms and conditions, the general terms and conditions must be interpreted in accordance with the valid legislation and jurisprudence.
3. In the event of a situation arising between Parties which is not covered by these general terms and conditions, this situation must be judged in accordance with the valid legislation and jurisprudence.
4. In case TrendConnection does not always demand strict compliance with these terms and conditions, this shall not lead to the inapplicability of these terms and conditions, nor to TrendConnection in any way forfeiting the right to demand strict compliance with the terms and conditions in other cases.
5. Should typing errors or mistakes be discovered in the Contract, on the basis of which the Contract is entered into, TrendConnection is entitled to dissolve this Contract as long as no more than seven calendar days have elapsed since payment of the deposit.

Article 3 – Relationship between TrendConnection, Client and Participant

The Contract consists of intermediary services, provided by TrendConnection, between the Client and the Participant, for the delivery of (a) Trend Presentation(s) by the Participant at the Client's location.

Article 4 – Execution of the Contract

1. TrendConnection shall engage Participants for the execution of the Contract.
2. The Client must supply all information which is necessary for TrendConnection to execute the Contract. TrendConnection is not liable for damage or loss, of any nature whatsoever, resulting from the use by TrendConnection of incorrect and/or incomplete information supplied by the Client.
3. Should it emerge that the Client is an obstructive factor in the execution of the Contract, TrendConnection reserves the right to suspend the obligations of the Contract or else, after issuing written notification, to dissolve the Contract, without being obliged to pay any form of damage compensation.
4. The Client is responsible for providing adequate facilities necessary for the execution of the Contract. These facilities are stated in the Contract.
5. TrendConnection shall, in good conscience and to the best of its abilities, bring the Contract to execution, in accordance with the wishes and objectives of the Client.
6. Both Parties are bound to protect the confidentiality of all confidential information which they have obtained from each other or from other sources within the framework of the Contract. Information is deemed to be confidential if the other Party has identified it as such, or if this is obvious due to the nature of the information, or insofar as the Parties are aware of the confidential nature of the information or ought reasonably to be aware of this.

Article 5 – Amendments and supplements to the Contract

1. If one of the Parties wishes to amend the content or scope of the Contract, such as the stipulation of other or supplementary conditions, the Parties shall amend the Contract accordingly in writing, in a timely manner and in mutual consultation, insofar as the Parties can reach an agreement.
2. Should the amendment or supplement to the Contract have any financial and/ or quality-related consequences, TrendConnection shall inform the Client thereof in advance.
3. Any additional costs arising from implemented amendments or supplements shall be met by the Party that initiated the changes.
4. In the event that the Parties are unable to reach agreement regarding potential amendments or supplements, the Parties remain bound by the original Contract.



Article 6 – Responsibilities and obligations of the Client

1. The Client is responsible for providing professional facilities, as specified in the Contract.
2. Professional facilities are understood to include, among others, sound equipment, audio-visual equipment, microphones, screens, beamers and suchlike in the broadest sense. The Client shall ensure that these facilities are set up in good time, that they are in good condition and that they satisfy any safety requirements.
3. The presence of the press and/or camera crews must always be discussed with TrendConnection in advance.
TrendConnection is entitled at all times to refuse contact with, or to operate in the presence of, the press and/or camera crews.
4. The Client shall guarantee the safety and security of the Participant, to be assessed and determined by TrendConnection.
5. In the event that the Participant operates outside the Netherlands or the country of his or her permanent residence, the Client is responsible for strict compliance with the local applicable legislation and rules. Where there is any doubt, the Client must immediately contact TrendConnection.
6. Without prior written permission from the Participant and/or TrendConnection, the Client and Third Parties are not permitted to:
 - a. Take photographs, or make film, video, audio or other recordings or reports of the activities or operations of the Participant;
 - b. Allow access to the press and/or camera crews;
7. Should the Client not satisfy the requirements specified in this article, TrendConnection shall not be bound to fulfil its obligations, nor shall it be held liable for damage resulting from any failures in the fulfilment thereof, without prejudice to the obligation of the Client to pay the agreed fee in full.

Article 7 – Responsibilities and obligations of TrendConnection

1. As soon as possible after this Contract has been signed, TrendConnection shall provide the Client with the biography and photograph of the Participant, a short summary of the Trend Presentation and a short overview of the set-up of the workshop, if applicable.
2. TrendConnection, not the Client, shall support the Participant in preparing for the Trend Presentation at the organizational level.
3. TrendConnection shall do everything it reasonably can to prepare the Participant as well as possible for the Trend Presentation.
In consultation with the Client, the content of the presentation can be aligned with the Client's organization and objectives.
4. TrendConnection shall ensure that the Participant treats the Client respectfully.

Article 8 – Payment

1. TrendConnection shall decide whether it sends an electronic or a paper invoice to the Client.
2. In the event that the Client exceeds the payment term, the Client shall

- be held in default by operation of law, without TrendConnection first having to declare the Client to be in default in writing, or having to pursue the Client for payment. In this event the Client shall owe TrendConnection an interest of 9% per month. The interest on the payable amount shall be calculated from the moment at which the Client was held in default until the moment that the invoice is paid.
3. In the event that the Client does not pay the sum owed on time, the Client shall owe to TrendConnection all extrajudicial and judicial costs incurred by TrendConnection.
4. In the event that the Client does not fulfil its payment obligations on time, TrendConnection shall be entitled to dissolve the existing Contract, as well as any other contracts already agreed upon.
5. Should TrendConnection decide not to dissolve other contracts already agreed upon, as referred to in the previous paragraph, TrendConnection shall be entitled to suspend its obligations in these contracts until the moment at which the Client fulfils its payment obligations arising from the Contract.
6. In the event of liquidation, bankruptcy, repossession or suspension of payment on the part of the Client, all debts owed to TrendConnection by the Client shall be immediately collectable.

Article 9 – Liability

1. TrendConnection is not liable for damage or loss to Third Parties, insofar as this is attributable to TrendConnection.
2. TrendConnection accepts no liability whatsoever for (consequential) loss or damage caused either to the Client or to Third Parties within the framework of the Contract.
3. The limitation or exclusion of liability as referred to in this article does not apply to direct personal injury or property damage directly resulting from an intentionally reckless act or intentional failure by TrendConnection.
4. TrendConnection is in no way liable for indirect damage or loss, including consequential damage or loss, lost profits, lost savings and damage or loss due to business stagnation.
5. In case TrendConnection should be liable for damage or loss, then this liability shall be limited to the invoice value.

Article 10 – Termination of the Contract

1. Termination of the Contract shall occur by operation of law when the agreed term has expired.
2. Termination of the Contract by the Client is possible. However, should the Client terminate the Contract before or on the first day of execution, TrendConnection is entitled to the following fee, to be paid by the Client:
 - a. Should the Client terminate on the 30th day before commencement of a Service or earlier, they are obligated to pay 50% of the agreed fee;
 - b. Should the Client terminate between the 14th and the 30th day before commencement of a Service, they are obligated to pay 60% of the agreed fee;



- c. Should the Client terminate between the 1st and the 14th day before commencement of a Service, they are obligated to pay 80% of the agreed fee;
 - d. In case the Client, after commencement of a Service, prematurely discontinues participation or otherwise no longer makes use of the Service, they shall be obligated to pay to TrendConnection the total agreed fee.
3. When, for serious reasons or Force Majeure, a previously agreed Service cannot be provided by TrendConnection, TrendConnection shall, in consultation with the Client, do everything possible to provide a suitable replacement service, to arrange a new date or to seek a solution acceptable to both Parties.
 4. If replacement of the service is not possible, TrendConnection retains the right to provide the Client with another Trend Presentation by a different Participant, as an alternative.

Article 11 – Force Majeure

1. TrendConnection is not bound to fulfil any contractual obligation if it is prevented from doing so through circumstances not attributable to fault and which are not regarded as the responsibility of TrendConnection by virtue of the law, legal action or according to generally accepted standards.
2. In case of Force Majeure as referred to in the first paragraph, TrendConnection is entitled to, at its own discretion, suspend execution of the Contract, or to dissolve the Contract without judicial intervention, by sharing this in writing with the Client and without TrendConnection being bound to pay any damage compensation, unless this would be unacceptable in the given circumstances by standards of reasonableness and fairness.

Article 12 – Intellectual Property

1. The Client is only permitted to use the name and/or image of TrendConnection and/or the Participant in publicity material such as advertisements, mailings and/or invitations to the Trend Presentation, whether in writing or on the Internet, with permission from TrendConnection.
2. Any photographs, sound or image recordings used during the execution of the Contract, are not permitted to be used for any publicity purpose whatsoever without prior permission from TrendConnection.
3. Images, handouts and/or other components of the Trend Presentation remain the intellectual property of the Participant, and may not therefore be made public by the Client in any manner whatsoever.

Article 13 – Applicable Law and Court of Jurisdiction

1. All legal relationships to which TrendConnection is a party shall be governed exclusively by Dutch law, also in cases where the contract is fully or partly executed abroad or if the other party involved in the legal relationship claims residency in another country.
2. All disputes arising between TrendConnection and the Client regarding the establishment, execution, interpretation and/or termination of the Contract, or other disputes concerning the Contract or the general terms and conditions, shall be settled exclusively by the court of competent jurisdiction in Alkmaar, the Netherlands.

Article 14 – Location of and changes to Terms and Conditions

1. These terms and conditions can be found on the TrendConnection website and are filed at voorwaarden.net.
2. The most recently filed version or the version that was valid at the time at which the legal relationship with TrendConnection was established, shall apply.

Questions, complaints and comments

If, after reading these general terms and conditions, you have any questions, comments or complaints regarding them, please contact TrendConnection, either in writing, by telephone or by e-mail:

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