

General terms and conditions

Our quotations are valid for 14 days. After this, prices may change or the availability of team members may differ. Turnaround BV is entitled to modify the staffing of the assignment or to deploy third parties, if it considers this necessary for the execution of the assignment. To ensure a proper execution of the assignment as much as possible within the set schedule, your company shall provide all documents and data required by Turnaround BV in a timely manner.

Unless specified differently, our fees cover the time and efforts of our consultants, including office and communication costs. Any other expenses, like travel and flights, hotel costs, and costs made for you or any potential agent, distributor, client or other third party, are excluded. Any such expenses will be invoices separately with the next monthly fee. We will always consult you and wait for your approval before incurring these expenses.

Payment must be completed before we start, or within 14 days after invoicing if not specified differently. In case of international payments, your company shall bear all bank costs of the payment. Prices are excluding any VAT. In case your country imposes a services withholding tax that cannot be reclaimed easily by Turnaround BV, our invoiced amount will be raised so that the amount after taxes is as specified in our quotation.

If you fail to complete payment on time, you shall be considered to be in legal default, without any warning or notice of default being required, and statutory interest may be charged. As long as payment remains outstanding, Turnaround BV is entitled to suspend the execution of the assignment, but this does not waive payment for the agreed contract period. If you remain in default or otherwise fail to fulfil one or more obligations, then all reasonable costs incurred in obtaining compliance will be for you.

All models, techniques and tools, including software used in the performance of assignments and included in the advice or research results, are and remain the property of Turnaround BV. You can use any lists, databases or reports provided by Turnaround BV within your company or group, but not disclose them any further.

Turnaround BV is obliged to maintain confidentiality towards third parties in respect of all information and data of the client, unless necessary for the execution of the assignment. All information between parties will be deemed as confidential, unless: the information is already known to us; the information is or becomes publicly known other than through us; the information is independently developed by us; the information is approved for release by the client; or the information is disclosed where required by law or by a court order.

Please note that Turnaround BV can only be held liable for shortcomings in this and other assignments, insofar as this is attributable to willful, gross or professional negligence on the part of Turnaround BV. This liability is furthermore restricted to no more than the sum of the assignment. Liability for indirect or consequential damage is excluded entirely.

Dutch law applies to this agreement and the competent court will be in Amsterdam. Dutch courts in general accept English agreements and other proof, which will keep costs limited to both parties. But we rather solve any problem amicably.