Terms and Conditions of Services

CaC Management BV · Version November 2026 · Replaces the version of November 2024

Section 1: Definitions

The following terms are capitalised in these General Terms and Conditions (these 'Conditions'), both in the singular and plural. These terms have the following meanings:

1.1. Agreement: The agreement, including any statements of work, annexes, and amendments, between CaC Management and the Client concerning the provision of the Services as outlined in this agreement and in any associated Statement of Work or Project Proposal.

1.2. Client: The party engaging CaC Management BV for consulting services or for the use of the Platform.

1.3. Consultant: CaC Management BV.

1.4. Services: The organisational development consulting services and the provision of the Platform by the Consultant to the Client as outlined in the Agreement.

1.5. Conditions: These general terms and conditions of CaC Management, including all applicable Annexes.

1.6. Personal Data: Information relating to an identified or identifiable natural person within the meaning of the General Data Protection Regulation (GDPR) and the Dutch GDPR Implementation Act (Uitvoeringswet AVG).

1.7. IP Rights: All intellectual property rights and associated rights, such as copyrights, trademarks, patents, design rights, trade name rights, database rights, related rights, and rights to know-how.

1.8. Statement of Work (SOW): A detailed document outlining the specific tasks, deliverables, timeline, and responsibilities associated with the Services. The SOW defines the scope of the project, including the objectives, methodologies, and expected outcomes.

1.9. Project Proposal: A formal document presented by CaC Management BV to the Client, outlining the proposed approach, scope, deliverables, and cost for a project. Upon acceptance, the proposal serves as the foundation for the Agreement.

1.10. Platform: CaC Management's online environment, including the Three60 assessment, the board alignment report, the client dashboard, the AI Reflection Tool, and related software, methodologies, questionnaires, report templates and knowledge base.

1.11. Three60: CaC Management's multi-rater (360°) leadership assessment, delivered through the Platform, including individual reports and aggregated reports.

1.12. AI Reflection Tool: The optional feature of the Platform that allows a Participant to reflect on their own individual report with the support of an AI model, as described in Section 15.

1.13. Participant: An individual designated by the Client who takes part in a programme or assessment, including persons assessed and persons who provide feedback (raters).

1.14. Authorised User: A person designated by the Client to use the client dashboard on the Client's behalf.

1.15. Sub-processor: A third party engaged by the Consultant that processes Personal Data on behalf of the Client, such as the hosting provider or the provider of an AI model.

Section 2: Scope of Services

2.1. Consulting Services

The Consultant agrees to provide the Client with organisational development services as outlined in the Agreement and any associated Statements of Work. These services may include, but are not limited to, leadership development programmes, assessments, board governance and alignment reviews, coaching, and related advisory services.

2.1.1 Leadership Development

As part of leadership development services, the Consultant may provide:

- Three60 assessment: a multi-rater assessment of leadership practice, with individual reports and aggregated reports.
- Tailored development programmes: workshops, training, coaching and feedback.
- AI Reflection Tool: optional, where included in the Agreement (Section 15).

Reports are generated from the assessment data by fixed rules; their findings and recommendations are not written by AI. Where a report is provided in a language other than English, AI may be used to translate the fixed text.

2.1.2 Board Governance and Alignment

As part of board governance services, the Consultant may provide a multi-rater review of alignment across organisational layers, a board report, and facilitated sessions to act on its findings.

2.1.3 Core Values Assessment

As part of Core Values Assessment services, the Consultant may provide a core values questionnaire, an analysis of gaps between stated values and actual behaviours, and tailored workshops and support.

The exact components of the Services will be agreed upon and detailed in the Statement of Work or Project Proposal.

2.2. Deliverables

The Consultant will deliver the agreed-upon Services in a timely manner, as outlined in the Agreement, contingent on the Client’s timely provision of required information and payments.

2.3. Implementation Support

Implementation support includes actionable insights, workshops, training sessions, and continuous support for implementing recommendations, as agreed.

2.4. Implementation time

The maximum implementation time is detailed in Project Proposals or Statements of Work, contingent on the Client’s timely feedback and cooperation.

2.5. Customisation

Services can be customised to meet the Client’s needs. Customisation of the Platform consists of configuration (content, languages, settings) and does not transfer any IP Rights (Section 8).

2.6. Client Collaboration

Open communication and active participation from the Client are encouraged to ensure a successful engagement.

2.7. Additional Services

The Consultant may provide additional services upon the Client's request, subject to additional fees agreed in writing.

Section 3: Quotations and Formation of the Agreement

3.1. Quotations

Following a request by the Client, the Consultant will draft a technical and financial proposal. Proposals are not binding until signed by both parties or confirmed in writing (including digital confirmation) and are invitations to enter into an Agreement unless explicitly indicated otherwise.

3.2. Validity

Proposals and quotations remain valid for 21 calendar days after the date of submission, unless a different period is indicated in writing.

3.3. Client's Responsibility

The Consultant cannot be held accountable if the Client does not disclose all the elements needed for the correctness and completeness of the Services. Delays or additional costs arising from incomplete or inaccurate information supplied by the Client are the Client's responsibility.

3.4. Entry into Force

The Agreement enters into force upon the Client's unconditional acceptance of the proposal in writing, and acceptance of these Conditions. Written acceptance may include signed documents or digital confirmation by email or other agreed methods.

3.5. Order of Precedence

In case of conflict, the following order applies: (1) the signed Agreement, including any general conditions of the Client that form part of it; (2) the Statement of Work or Project Proposal; (3) these Conditions. Where the Client is an international organisation, nothing in these Conditions waives its privileges and immunities.

Section 4: Prices and Terms of Payment

4.1 Service Fees

All fees are set out in the Agreement or Project Proposal and may be fixed fees, daily or hourly rates, per-participant fees, or deliverable-based fees. All prices are exclusive of VAT and other applicable taxes, unless otherwise specified.

4.2 Invoicing and Payment Schedule

Invoices are issued based on the milestones, deliverables, or timeframes specified in the Agreement. Unless otherwise specified, payment is due within fourteen (14) calendar days of the invoice date.

4.3 Additional Costs and Expenses

The Client reimburses reasonable and documented expenses, including travel, accommodation, and materials, provided these are agreed in advance. Such costs are invoiced separately and due within fourteen (14) days of the invoice date.

4.4 Late Payments

In the event of late payment, the Client pays statutory commercial interest on the outstanding amount from the due date until full payment, in accordance with Article 6:119a of the Dutch Civil Code or any applicable law. If payment is more than thirty (30) days overdue, CaC Management BV may suspend or terminate the Services until full payment is received.

4.5 Payment Method

Payments are made by bank transfer to the account details provided by CaC Management BV, or by another method accepted by CaC Management BV. All payments are made in euros (€) unless otherwise agreed in writing.

4.6 Additional Services

Services requested outside the original scope are charged at the applicable rate agreed in writing. CaC Management BV will not proceed with additional services without the Client's prior written approval.

4.7 No Refund Policy

All fees paid for Services are non-refundable, unless specifically agreed in writing or provided for in Section 6.

4.8 Assessment and Platform Fees

4.8.1 Fees for assessments and for the use of the Platform are set out in the Agreement, for example per participant, per assessment or per licence period.

4.8.2 Upon payment of the applicable fee, or as agreed in the Agreement, CaC Management BV provides access to the reports through the Platform or another agreed method, in accordance with the agreed timeline.

4.8.3 Once a report has been delivered, no refunds are provided. In the event of a technical issue that prevents access to a report, CaC Management BV will provide reasonable support to resolve it.

Section 5: Changes in Scope

5.1 Scope Adjustments

Any change to the scope of Services, including deliverables, timelines, methodologies, or the number of Participants, must be requested in writing by the Client. CaC Management BV will provide an updated proposal or SOW setting out any adjustments to fees, timelines, or other conditions.

5.2 Agreement on Changes

No change takes effect unless agreed in writing by both parties.

5.3 Impact on Fees and Timelines

Changes in scope may lead to changes in fees, payment schedules, or timelines. CaC Management BV will give written notice of such adjustments before implementing them.

5.4 Additional Costs

If changes require additional resources or costs, these are set out in the updated proposal or SOW and invoiced accordingly.

Section 6: Cancellation and Refund Policy

6.1 Cancellation by the Client

The Client may cancel the Services by written notice. The following cancellation fees apply:

- More than 30 calendar days before the agreed start date: no cancellation fee. Prepaid amounts are refunded, excluding non-refundable expenses already incurred.
- Between 15 and 30 calendar days before the agreed start date: 50% of the service fee, plus non-refundable expenses already incurred.
- Less than 15 calendar days before the agreed start date: 100% of the service fee, plus non-refundable expenses already incurred.

For workshops or training sessions that require travel, CaC Management BV may charge the full cost of travel bookings, venue reservations, or materials that cannot be refunded.

6.2 Refund Policy

Once Services have been provided, including workshops, training sessions, assessments, and reports, no refunds are issued.

6.3 Cancellation by CaC Management BV

CaC Management BV may cancel or terminate the Agreement if the Client fails to make payment in accordance with Section 4, breaches the Agreement, or fails to provide the information or cooperation required for the timely completion of the Services. In such cases, CaC Management BV may retain prepaid amounts for Services performed and charge for Services performed up to the cancellation date, plus non-refundable expenses already incurred.

6.4 Refunds for Prepaid Services

If the Client cancels a prepaid service that has not yet been delivered, CaC Management BV issues a refund in accordance with Section 6.1.

Section 7: Rescheduling Services

7.1 Requests

Requests to reschedule must be made in writing.

7.2 Fees for Rescheduling

Rescheduling requests made less than ten (10) working days before the scheduled date may be subject to fees covering non-refundable costs or administrative expenses already incurred.

7.3 Limits to Rescheduling

The Client may reschedule a given session no more than two (2) times. Further requests may be treated as cancellations under Section 6.

7.4 Impact on Timelines

Rescheduling may delay the overall project timeline. Both parties will agree revised timelines in writing.

Section 8: Intellectual Property

8.1 Ownership of Pre-existing Intellectual Property

CaC Management BV retains full ownership of all pre-existing intellectual property, including frameworks, tools, methodologies, questionnaires, report templates, the Platform, the AI Reflection Tool, its instructions and knowledge base, and analyses developed before or independently of the engagement with the Client. The Client is granted a non-exclusive, non-transferable, royalty-free licence to use such intellectual property solely for its internal purposes during the term of the Agreement. The Client shall not copy, modify, distribute, or commercially exploit these materials without prior written consent from CaC Management BV.

8.2 Ownership of Newly Created Intellectual Property

All intellectual property developed by CaC Management BV during the performance of the Services, including reports, strategies, assessments, tools, and customised deliverables, remains the property of CaC Management BV. The Client is granted a non-exclusive, royalty-free licence to use these deliverables solely for internal purposes.

8.3 Configuration of the Platform

Configuring the Platform for the Client, including adding the Client's programme content and documents, languages, settings and role profiles, does not constitute the development of new intellectual property for the Client and does not transfer any rights in the Platform.

8.4 AI-supported Tools and Outputs

CaC Management BV retains full ownership of any AI-supported tools, instructions and knowledge bases used in the Services. The Client shall not reverse-engineer, copy or commercialise them. Conversations of a Participant with the AI Reflection Tool, and insights a Participant saves, are confidential to that Participant (Section 15); CaC Management BV does not use them for any other purpose.

8.5 Client Data and Client Intellectual Property

The Client retains ownership of its data and of any intellectual property it provides, including internal data, documents and methodologies. CaC Management BV is granted a limited, non-transferable licence to use these solely to deliver the Services.

8.6 Confidentiality and Use of Reports

All reports and deliverables, including Three60 reports, board reports and Core Values Assessments, are for the Client's internal use only and are not shared with third parties without prior written consent from CaC Management BV. Individual reports are intended for the Participant concerned and are shared within the Client only as agreed in the Agreement.

8.7 Rights to Further Use of Methodologies

CaC Management BV may use general methodologies, processes, frameworks, or tools developed during the Services for future engagements, provided that no confidential information or Personal Data of the Client is used or disclosed.

8.8 Agreements with Other Terms

Where the Agreement includes the Client's own general conditions on intellectual property, these apply to the materials developed specifically for and delivered to the Client under the Agreement, and not to CaC Management BV's pre-existing intellectual property or the Platform, unless expressly agreed otherwise in writing.

Section 9: Confidentiality and Non-Disclosure

9.1 Confidential Information

Both parties treat as confidential any proprietary or sensitive information disclosed by one party to the other, including business strategies, financial data, organisational structure, operational information, assessment data, or any other material clearly identified as confidential (“Confidential Information”). Neither party discloses Confidential Information to third parties or uses it for any purpose other than fulfilling the Agreement, without the prior written consent of the other party.

9.2 Exclusions from Confidentiality

Confidential Information does not include information that was already known to the receiving party at the time of disclosure; is or becomes publicly available through no fault of the receiving party; is disclosed by a third party with the right to do so; or is independently developed without use of the disclosing party’s Confidential Information.

9.3 Permitted Disclosures

The receiving party may disclose Confidential Information to its employees, agents, or subcontractors who need it to fulfil the Agreement, provided they are bound by confidentiality obligations at least as strict as these.

9.4 Confidentiality of Reports and Deliverables

In addition to Section 8, reports and deliverables are Confidential Information and for internal use only.

9.5 Confidentiality towards Participants

Raters’ individual answers are never attributed to them; reports show answers only in aggregated form and only for groups that meet the minimum size stated in the report. The content of coaching sessions and of conversations with the AI Reflection Tool is confidential to the Participant and is not shared with the Client.

9.6 Duration of Confidentiality Obligations

The confidentiality obligations remain in effect for two (2) years following the termination of the Agreement, unless applicable law requires a longer period. Section 9.5 applies without time limit.

9.7 Non-Disclosure Agreement (NDA)

If necessary, the parties may enter into a separate NDA for additional protection.

Section 10: Data Protection

10.1 Compliance with GDPR

Both parties comply with their obligations under the GDPR and other applicable data protection laws with regard to the processing of Personal Data in connection with the Services.

10.2 Roles

The Client is the controller and CaC Management BV is the processor for Personal Data processed as part of the Services. CaC Management BV processes Personal Data only on the documented instructions of the Client. The Client instructs CaC Management BV to keep the content of AI Reflection Tool conversations confidential to the Participant, including towards the Client. Where required, the parties conclude a data processing agreement; where the Client is an international organisation, its own data protection policy and instruments apply as agreed.

10.3 Security

CaC Management BV implements appropriate technical and organisational measures to ensure a level of security appropriate to the risk, protecting Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access. These include encrypted connections (HTTPS) for all access to the Platform, access limited to authorised persons, and the further measures described in the Agreement.

10.4 Location and Sub-processors

Personal Data is hosted in the European Union. CaC Management BV engages Sub-processors only under written terms that offer at least the same level of protection, and keeps a current list of Sub-processors available to the Client. The Client is informed in advance of any new Sub-processor and may object on reasonable grounds.

10.5 Retention and Deletion

Personal Data is kept no longer than necessary for the Services. Assessment data is anonymised after the retention period stated in the Agreement. AI Reflection Tool conversations are deleted at the end of the access period (Section 15). At the end of the Agreement, CaC Management BV deletes or returns Personal Data at the Client's choice, unless the law requires otherwise.

10.6 Data Subject Rights

CaC Management BV assists the Client in responding to requests from data subjects to exercise their rights, including access, rectification, or deletion of Personal Data.

10.7 Data Breaches

In the event of a personal data breach, CaC Management BV notifies the Client without undue delay and provides all relevant details, including its nature, impact, and the measures taken to mitigate it.

Section 11: Force Majeure

11.1 Definition

Neither party is liable for any failure or delay in performing its obligations if caused by circumstances beyond its reasonable control, including natural disasters, fire, epidemics, government regulations, strikes, war, civil unrest, terrorism, failures of public networks or of third-party hosting and AI services, or any other event that could not have been foreseen or prevented by reasonable diligence ("Force Majeure").

11.2 Obligations during Force Majeure

The affected party promptly notifies the other party in writing, with details of the event and its expected impact, and takes all reasonable steps to minimise its effects.

11.3 Suspension of Obligations

Obligations affected by Force Majeure are suspended until the affected party can resume performance; the parties then agree revised timelines.

11.4 Right to Terminate

If Force Majeure continues for more than sixty (60) days, either party may terminate the Agreement by written notice, without liability, except for payment of Services already rendered or costs already incurred.

Section 12: Limitation of Liability

12.1 Exclusion of Indirect Damages

CaC Management BV is not liable for any indirect, incidental, special, punitive, or consequential damages, including loss of profits, revenue, data, or business opportunities.

12.2 Limitation of Liability

CaC Management BV's total cumulative liability under the Agreement shall not exceed the total fees paid by the Client under the Agreement during the six (6) months immediately preceding the event giving rise to the claim.

12.3 Use of Reports and AI Support

Reports, recommendations and AI-supported reflection are inputs to the Client's and the Participant's own judgment. Decisions taken on that basis remain the responsibility of the Client or the Participant.

12.4 Applicability

These limitations apply to the maximum extent permitted by law and do not limit liability for gross negligence, wilful misconduct, or any liability that cannot be excluded by law.

Section 13: Governing Law and Dispute Resolution

13.1 Governing Law

The laws of the Netherlands govern the Agreement, unless the Agreement provides otherwise.

13.2 Dispute Resolution

Disputes are resolved through good-faith negotiation and, if necessary, mediation in accordance with the rules of the Netherlands Mediation Federation (MfN) before litigation. Where the Agreement provides for another method, such as arbitration with an international organisation, that method applies.

Section 14: Use of the Platform

14.1 Licence

Where the Agreement includes use of the Platform, the Client receives a non-exclusive, non-transferable right to use the Platform for its internal purposes during the agreed licence period, for the agreed number of Participants.

14.2 Authorised Users

The Client designates its Authorised Users and ensures that they keep their access credentials confidential and use the Platform in accordance with these Conditions. The Client informs CaC Management BV without delay of any suspected unauthorised access.

14.3 Client-managed Dashboard

The Client may manage its programmes through the client dashboard. The dashboard shows programme information as agreed, such as participation and access states, and aggregated results. It does not show individual raters' answers, nor the content or individual use of the AI Reflection Tool.

14.4 Acceptable Use

The Client shall not attempt to gain access to data of other clients, test or circumvent the security of the Platform without prior written consent, or use the Platform to assess individuals in ways other than agreed.

14.5 Availability and Support

CaC Management BV makes reasonable efforts to keep the Platform available, and announces planned maintenance in advance where possible. Support is provided by email within one (1) working day, unless the Agreement states otherwise.

14.6 Aggregated Reporting

Aggregated figures about use of the Platform are reported only for groups of at least eight (8) Participants.

14.7 End of the Licence

At the end of the licence period, access ends. Personal Data is deleted or returned in accordance with Section 10.5.

Section 15: Use of Artificial Intelligence

15.1 Principles

CaC Management BV uses AI only where it supports the Services and under human oversight. Reports are generated from assessment data by fixed rules; their findings and recommendations are not written by AI. AI may be used to translate the fixed text of a report into another language.

15.2 The AI Reflection Tool

Where included in the Agreement, Participants may use the AI Reflection Tool to reflect on their own individual report. Use is voluntary. Access opens after the first workshop and the Participant's first coaching session, and ends on the end date of the programme. Participants are clearly informed that they are interacting with an AI system.

15.3 What the Tool Uses

The tool uses the Participant's own report data, information the Participant provides, programme materials and CaC Management BV's knowledge base. It does not use raters' comments or other Participants' data. Direct identifiers such as names are removed before text is sent to the AI model.

15.4 Confidentiality

Conversations are confidential to the Participant. Neither the Client nor the coaches have access to their content or to whether an individual Participant uses the tool. Conversations are never used for appraisal or for any decision about the Participant.

15.5 AI Model Providers

AI models are accessed through providers that process the data in the European Union, do not retain it beyond processing, and do not use it to train their models. These providers are Sub-processors under Section 10.4. Where the Client requires the use of AI services it has approved, the parties agree this in writing.

15.6 Deletion

Conversations are deleted at the end of the access period. A Participant may delete their conversations at any time.

15.7 Limits

The AI Reflection Tool supports reflection and does not replace coaching, professional advice, or the Participant's own judgment. Personal and wellbeing matters are referred to the coach.