



General conditions of Majak BV

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1. Contact

- Ilja De Coster, MInstF(Cert)
Senior Fundraising Consultant
- Fundraising & Data Strategist
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2. About the consultant

Ilja De Coster, MInstF(Cert), is senior consultant fundraising. More than 20 years now he supports the fundraising of different bigger and smaller organisations and is a regular presenter in Belgium as well as internationally. He was the first in the Benelux with the European Certificate in fundraising. In Belgium he is b.o. vice president of the Fundraisers Belgium and was organizer of the Belgian Fundraising Day.

For Ilja De Coster consulting for civil society organisations isn't just a job – it is a passion and political engagement for a democratic society. He is specialised in general fundraising strategy and donor retention research. As fundraising data strategist he also has expertise in data processing, data analytics and automation for fundraising.

Ilja De Coster works as a freelance fundraising consultant with the leading international consulting agency The DonorVoice (USA/UK).

The legal contracting entity is Majak BV, represented by Mr. Ilja De Coster, registered in the Belgian commercial register under BE0701.724.229, at Paul Fredericqstraat 70, 9000 Gent.

3. General conditions

These general conditions are applicable to all proposals and contracts of Majak BV and to all legal relations between Majak BV, Mr. Ilja De Coster and their contracting parties, hereinafter referred to as the client.

These general conditions can only be derogated from by means of an explicit mention in the special conditions or through a written document drawn up by Majak BV.

Majak BV reserves the right to amend these general conditions in line with the changes in its trade policy and economic and legal requirements. Amendments shall also apply to agreements already concluded. Amendments take effect one month after being announced by means of written notification. If the client does not wish to accept the amendments in the general conditions, he shall have the right, until these amendments come into force, to terminate the agreement by serving notice by registered letter on the day on which the amended conditions come into force. After entry into force, the client is deemed to have accepted the amendments.

The client is responsible for any consequences of incorrect or incomplete communication of his identification data or of failure to immediately report adjustments to these data in writing to Majak BV.

3.1. Proposal

Proposals are conditional on written acceptance of the order by Majak BV. The proposals shall remain valid for three months. The client places the order by returning the signed offer in duplicate to Majak BV. If it is accepted, Majak BV then sends one original copy to the client.

3.2. Fee

Majak BV shall calculate a fixed amount per assignment on the basis of the proposed tasks and an estimate of the time required to complete them.

This rate does exclude VAT, travel and accommodation costs.

For any additional assignments falling outside the proposal, a new proposal shall be drawn up.

Majak BV does not work on a commission basis.

3.3. Acceptance of the invoice

Every invoice is deemed to have been accepted if no precise, written objection is submitted within eight days after its dispatch.

3.4. Payment

Save as provided otherwise, a minimum of 50% of the agreed amount shall be paid when the contract is signed. The balance shall be paid in tranches to be agreed depending upon on the project concerned.

Save as provided otherwise, the invoices of Majak BV are payable in cash to the address indicated on the invoice, without any discount, and in euro.

A lump-sum compensation shall be owed, also ipso jure and without having to serve any notice of default and without prejudice to the amount of interest owed for delay of payment, equal to 12% of the outstanding amount of the invoice, with a minimum of 50 euro, without prejudice to the right of Majak BV to demand higher compensation subject to proof of greater actual damage suffered.

3.5. Cancellation

In case of a one off project or project with a fixed time frame, the client can cancel the assignment without cancellation fee up to 3 months before agreed start date.

- In case of cancellation between 3 months and 1 month before agreed start date, a 25% cancellation fee, calculated on the on the total contract amount will be charged.
- In case of cancellation less than 1 month before start date the cancelation fee will be 75%.
- In case of cancellation after the start date the total contract amount is due.

In case of monthly sustainer contracts without end date, the client can cancel the assignment without cancellation fee up to 4 months before agreed start date

- In case of cancellation less than 4 months before the agreed start date, the cancelation fee will equal 4 months of the contract month value.
- Starting from 6 months after the start day, assignments can be cancelled any moment respecting a 4 months notice, starting the first of the month following the notice date.

In mutual agreement the client and Majak BV can move the start date without a cancellation fee. Unilateral move of a start date by the client will be considered as cancellation.

3.6. Intellectual Property Rights

Cooperation between Mr Ilja De Coster and the client, contains no transfer of any intellectual property rights from Mr. Ilja De Coster to the client, unless otherwise explicitly stated. Only a non-transferable use license is provided.

In case a transfer of intellectual property rights is foreseen, only upon full payment of any outstanding sums and in compliance with the obligations set forth in the General Conditions, the client shall acquire the agreed copyright.

The parties acknowledge that the material delivered by Mr. Ilja De Coster or his partners hereunder may contain pre-existing material developed by Mr. Ilja De Coster or his partners under similar terms and conditions for others, and they shall retain all right, title and interest in such pre-existing material.

The intellectual property rights of Mr. Ilja De Coster or his partners extend to any syllabuses, reports, methodologies, training brochures or data-analytics models both within the specific client assignment and outside this assignment.

The client commits to respect the intellectual property rights of Mr. Ilja De Coster and his partners. When they notices an infringement, they will inform the client and admonish to stop the infringement. If the client does not take action, further steps will be taken.

3.7. Donor relations

In the case of advice and coaching assignments in the field of fundraising, liability with regard to donor relations shall in all cases rest with the client. A specific request for support, and the follow-up of pledges by donors, shall remain the exclusive task and responsibility of the client concerned.

3.8. Conflict of interest

There is no discernible conflict of interests between this assignment and other assignments. If, however, a conflict of interest should arise, this will be discussed with the client.

3.9. Confidentiality

Because of the work for various clients, Majak BV, Mr. Ilja De Coster and his partners are used to working with strictly confidential information. They guarantee to the client, and to other clients, the highest discretion with regard to this information, in compliance with internationally accepted standards.

Confidential information shall mean any non-public information, technical data of know-how, including, documentation, specifications, object code, research, inventions, processes, designs, drawings, products, services, customers or which (i) has been marked as confidential or proprietary, (ii) is identified as confidential at the time of disclosure either orally or in writing, or (iii) which due its character and nature, a reasonable person under like circumstances would treat as confidential.

Contact information and information from donors and donor relations provided by the client, remain the property of the client. Majak BV may use these data only for the purpose of this assignment and never for other clients.

The client undertakes to keep confidential all information (written or oral) of a confidential nature regarding the business operations, strategies, plans and way of working of Majak BV which have been obtained or received prior to the contract or which the client will obtain or receive during the term of the contract.

The parties hereby agree the specific financial terms are and shall be treated as the Confidential Informations for each party.

3.10. Data protection

In all cases working with data sets of a client, Majak BV only acts as a *data processor*, never as a *data controller*, as defined by Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data

and on the free movement of such data. The client continues to have full ownerships and full responsibilities for their data.

All original data-sets transferred from the client to Majak BV, will be destroyed by Majak BV at the end of the contracted assignment.

The client ensures that the supplied information, has been obtained fairly and lawfully from the customers.

The data obtained from the client will be used according to the instructions of the client, which are set out in the Data Processing Agreement, unless Union or Member State law requires to take other action.

3.11. Liability

All obligations of Majak BV under the contract are obligations of means. If Majak BV fails to execute the obligations of means, he is bound to provide the services again.

Neither Party will in any event be liable under this Agreement or the termination thereof or any loss of profits, loss of data, loss of revenues, loss of use, loss of anticipated savings or indirect or consequential damages of any kind.

In case of force majeure, Majak BV won't be bound to execute the obligations. The obligations will be suspended for the duration of the force majeure event. Majak BV will inform the client about the delay.

Majak BV's liability for all damages and indemnities arising out of or related to the contract, shall be limited to half of the fees actually paid by the client or limited to the last 3 months for monthly assignments. Notwithstanding anything to the contrary, our limitations of liability under this clause shall not apply to gross negligence or wilful misconduct.

3.12. Limitation of liability

Majak BV alone is liable for the provision of the services. The client therefore agrees not to institute any claim arising from or related to the assignment whether on contractual, non-contractual or other grounds, against any of the persons associated with Majak BV (including but not limited to the representative, partners, directors, workers, employees, independent service providers, agents, whether as a natural person or legal entity). However, the foregoing exclusion does not apply to any liability that cannot be excluded under Belgian law.

The client undertakes to stipulate in its contractual relations with third parties (including but not limited to the client's customers and/or suppliers) the contractual immunity of the Majak BV as the client's executive agent, in particular stipulating that such third parties shall not institute any claim arising from, or in connection with, the agreement between the client and the third party, whether on contractual, non-contractual or other grounds, against Majak BV or its executive agents.

3.13. Code of conduct

As a full certificated member, Mr. Ilja De Coster is bound to the code of conduct of the British Institute of Fundraising (www.institute-of-fundraising.org.uk).

As a member Mr. Ilja De Coster is bound to the Code of Ethics of EUConsult, The European Association of Consultants to and about Not-For-Profit Organisations (www.euconsult.org).

Majak BV, Mr. Ilja De Coster or his partners reserve the right to terminate the collaboration unilaterally if the client systematically infringes the codes of conduct governing fundraising.

3.14. Miscellaneous

If any provision of these General Conditions is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to give effect the intent of the Parties and will be reformed to the extent necessary to make such provision valid and enforceable.

Any failure of either Party to insist upon or enforce performance by the other Party of any of the provisions of these General Conditions or to exercise any rights or remedies under these General Conditions will not be interpreted or construed as a waiver of such Party's right to assert or rely upon such provision, right or remedy in that or any other instance.

The General Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the Belgian laws.