

GENERAL CONDITIONS

Clause 1. General

1. These general conditions shall apply to all agreements with Essence Trainingen Amsterdam B.V. or Essence Trainingen Nijmegen B.V., hereinafter called Essence, regarding participation in or instruction to give courses, training sessions and other forms of education, or provision of advice in the broadest sense, hereinafter called 'training programme'.
2. Departures from these conditions shall only be binding if and insofar as the director of Essence has confirmed them in writing.

Clause 2. Conclusion of the agreement

1. The agreement between Essence and the participant shall come about through by:
 - a. the participant's signature on the relevant registration or application form;
 - b. written confirmation by Essence to the participant of the latter's application or instruction by telephone;
 - c. written confirmation by Essence to the participant of the latter's application or instruction by email or via the website.
2. By signing the registration or application form, the participant declares to agree to Essence's general terms and conditions.

Clause 3. Cancellation / suspension / postponement

1. The participant is entitled to cancel participation in a training programme, on the understanding that the participant shall owe 100% of the registration fee already paid.
2. Essence is entitled to cancel the training programme or deny participation of a participant; in which case the participant is entitled to reimbursement of the full amount paid to Essence.
3. Essence is entitled to deny participation of a participant in a training programme or to suspend performance of an instruction if the participant does not meet his/her payment obligation on time.
4. If a training session cannot be held on the planned dates, the participant shall be informed of this within 24 (twenty four) hours; new dates will be set in consultation. Postponement for this reason does not give the right to cancellation or reimbursement.
5. If a participant cannot attend a training session on the planned dates, he/she is entitled to register for other training dates, subject to that set out in the first paragraph. Any registration fee already paid will not be reimbursed; this will be charged as cancellation costs.
6. If a participant withdraws from the training programme, he/she shall not be entitled to reimbursement, unless explicitly agreed otherwise.

Clause 4. Invoicing and payment

1. The participation costs owed must be paid before commencement of the training programme, unless explicitly agreed otherwise.
2. The prices of the training programmes are listed on Essence's website. The prices are in euros and inclusive of VAT. These prices are binding. Essence is entitled to change the prices at all times, on the understanding that after confirmation of a training programme, the price that applied on confirmation will continue to apply.
3. The costs can be paid either by the participant or his/her employer. The chosen method of payment must be indicated on the registration form. If the participant does not pay the fee on time, he/she shall owe interest for overdue payment of 1% per month. If collection of the fee has to be assigned to third parties, all collection costs, both in and out of court, shall be for the participant's account. The participant shall at all times be jointly and severally liable for payment of the participation costs.

Clause 5. Intellectual property

The copyrights on the brochures, project material and course material belong to Essence, unless a different copyright owner is mentioned in the material. Without Essence director's explicit written permission, the participant shall not publish any information from the material or parts/excerpts thereof or reproduce or make public said information and/or material in any way.

Clause 6. Liability

1. Essence shall accept liability for loss incurred by the participant on account of an attributable failure on the part of Essence in performing the agreement, but only to the extent that such loss is covered by its liability insurance and insofar as the insurer pays the claim.
2. Essence cannot be held liable for what the participant does with the acquired knowledge after the training programme.
3. Essence shall not be liable for any loss incurred by the participant in the event of the training programme not going ahead.

Clause 7. Designated court and choice of applicable law

1. All agreements between Essence and a participant shall be governed by Dutch law.
 2. The parties shall endeavour to resolve disputes arising from agreements through mediation in accordance with the relevant regulations of the Netherlands Mediation Institute (*Stichting Nederlands Mediation Instituut*) in Rotterdam as these apply at the time.
- If it proves impossible to resolve a dispute as referred to above through mediation, the dispute shall be brought before the Court of Amsterdam, unless there are mandatory provisions of relative competence that preclude this choice.