



## TERMS AND CONDITIONS

### Article 1 – Applicability

These conditions apply to all agreements concluded with ClvH, in regards to participation in training events, courses, workshops and/or other forms of training with an open registration.

Deviation from these conditions at the time of application means that the training agreement between ClvH and the client/applicant does not come into effect, unless ClvH agreed with the deviation in writing before the time of registration.

### Article 2 – Agreement

The agreement between ClvH and the client and/or applicant is realized when the client signs the application form or registers through the website. The client/applicant then declares that he concurs with the Terms and Conditions.

### Article 3 – Cancellation by client/applicant

After registration the client/applicant is entitled to 14 days reflection time, unless the course starts within 10 working days. After this period the following cancellation policy is applicable:

- Cancellation of the agreement is only accepted in writing.
- Cancellation up to six weeks before the start of the training is free.
- Cancellation between six and three weeks before the start of the training, will lead to a charge of 50% of the course fee.
- Cancellation less than three weeks before the start of a course, will lead to a charge of 100% of the course fee.
- If the participant cancels participation in the course after the start date, he will not be entitled to any restitution. Retaking a part of the course that was not followed, is not possible.
- Cancellation of accommodation and conference will occur as per the hotel or conference host policies.

### Article 4 – Cancellation by ClvH

ClvH has the right to make changes to the time and place of the course. A course can be cancelled or postponed if there are not enough registrations. In case of cancellation by ClvH the client/participant is entitled to full restitution of the paid course fees.

### Article 5 – Substitution

The registered participant can request ClvH to send a substitution to the training. This will have to be discussed at least 1 week before the start of the training. Once the course has started it is not possible to substitute one participant with another.

### Article 6 – Acceptance

ClvH remains the right to accept or reject participants to a course. This in relation to the group make-up and facilitation of group coherence.

### Article 7 – Prices

Prices as listed on the website or in the ClvH folder are final, unless otherwise agreed in writing.

#### Article 8 – Payment

All sums due and payable must be settled no later than two weeks after the invoice date as written on the invoice. ClvH will offset credit notes with outstanding invoices. If settlement is not or only partially possible, then payment will take place within 14 days of the invoice date.

#### Article 9 – Costs for collection

In case the invoice is not paid in time, ClvH has the right to submit the claim for collection. All related costs, such as collection agency fees, bailiff's and other legal fees, will be borne by the client/participant, even if they surpass the legally assigned costs.

#### Article 10 – Copyright and ownership

All rights are reserved on teaching material that has been handed out by ClvH. Nothing from the (work) books may be stored in an automatic file, or made public in any form or by any means, it be electronic, mechanical, by photocopying, recording or otherwise, without the prior written consent of ClvH. It is not permitted to make the teaching materials available to third parties.

#### Article 11 - Complaints

Complaints need to be submitted in writing in order to get accepted and processed; they need to contain the following information:

- place and date of the respective course;
- name of the teacher;
- reason of the complaint, and
- a proposition for a solution.

Within fourteen days after receipt of a complaint, ClvH leadership will make a decision about the acceptance of the complaint. If on the basis of evidence there is sufficient cause, the complaint will be upheld.

If ClvH leadership can not directly assign the complaint, they will contact the complainant to discuss the matter. Additional information could be requested and/or other participants from the course may be consulted. The teacher will also be contacted in the context of an adversarial process. Next, a proposal will be made to resolve the complaint. When in doubt, the evaluation forms of the course will be the decisive factor in a decision by leadership.

If the complainant and ClvH leadership can not agree on a solution, the complaint may be submitted to the Stichting Geschillencommissie Consumentenzaken (Foundation Consumer Dispute Affairs [http://www.nrto.nl/partnerorganisaties/kwaliteitslabels\\_en\\_keurmerken/geschillencommissie/](http://www.nrto.nl/partnerorganisaties/kwaliteitslabels_en_keurmerken/geschillencommissie/)). Complaints will be registered by ClvH and can only be viewed by the parties directly involved.

#### Article 12 – Applicable law

Every agreement between ClvH and a client or participant will be governed by Dutch law.