

GENERAL TERMS AND CONDITIONS HUMANICATION B.V.

Article 1. General

1. These general terms and conditions apply to all agreements with Humanication B.V., hereinafter referred to as 'Humanication', regarding participation or assignment to hold courses, training courses and other forms of education, or advice in the broadest sense of the word, hereinafter referred to as 'training courses'.
2. Deviation from these terms and conditions is only binding if and insofar as this has been confirmed in writing by the statutory director of Humanication.

Article 2. Conclusion of the agreement

1. The agreement between Humanication and the participant is concluded by:
 - a. signature by the participant of the registration or registration form provided for this purpose;
 - b. registration or remote assignment by the participant via e-mail or website or;
 - c. written confirmation by Humanication to the participant of his telephone registration or assignment.
2. By signing the registration or registration form, the participant declares to agree to the general terms and conditions of Humanication.

Article 3. Cancellation / Rescheduling

Personal/relationship development/Coach academy trajects

1. The participant has the right to dissolve this agreement without giving reasons for 14 calendar days after the conclusion of the distance contract.
2. Cancellation before the start of the first training day by the participant of the agreed course or training is made by telephone via 020 – 5062070 or by e-mail: info@humanication.nl
3. In case of cancellation more than 30 days before the start of the first or originally agreed training, 5% of the total training costs will be charged. In case of cancellation between 30 days and 15 days before the start of the first or originally agreed training, 10% of the total training costs will be charged. In case of cancellation within 14 days before the start of the first or originally agreed training day, 20% of the total training costs will be charged, even if the registration has taken place within this period.
4. At the request of the participant, it can be decided in consultation to follow the training at a later time. If the course is moved within 30 days before the start of the first or originally agreed education or training day, an amount of € 100 excluding VAT will be charged. If the customer has made use of this option and subsequently wishes to cancel, the cancellation costs (see article 3, paragraph 3) will be calculated with the moment of requesting this transfer compared to the first or originally agreed training.

In-company processes

5. In-company processes can only be cancelled in writing and before the start. In the event of such cancellation, Humanication is entitled to charge the following costs to the client:
 - a. in case of cancellation up to one month before the start: the actual costs incurred by Humanication (to be specified by Humanication), including in any case an amount of € 100 in administration / cancellation costs.
 - b. in case of cancellation within one month before the start: the part of the price that has already been invoiced by Humanication, as well as the actual costs incurred by Humanication (to be specified by Humanication).
6. Humanication has the right to cancel the training or to refuse participation of a participant or client, in which cases the participant is entitled to a refund of the full amount paid to Humanication.

7. Humanication has the right to refuse participation of the participant in a training or to suspend or cancel the execution of the assignment, if the participant has not fulfilled his payment obligation in time.
8. If a training cannot take place on the planned dates, the participant will be informed no later than 24 (twenty-four) hours before the start of the training. New dates will then be determined in consultation. Shifting for this reason does not entitle you to cancellation or compensation.
9. If a participant is unable to follow the training on the planned dates, he has the right to register for other training dates with due observance of the provisions of the first paragraph.
10. If a participant withdraws during a training, there is no right to a refund, unless expressly agreed otherwise.

Article 4. Prices and payment

1. The participation costs due must be paid before the start of the training, unless expressly agreed otherwise.
2. The prices of training courses are listed on the Humanication website. Prices are in Euros and include VAT. These prices are binding. Humanication has the right to change the prices at any time, on the understanding that after confirmation of a training, the then current price will remain unchanged.
3. The method of payment must be indicated on the registration form. If the collection has to be transferred to third parties for collection, all associated costs, both judicial and extrajudicial, will also be borne by the participant. The participant remains jointly and severally liable for the payment of the participation costs at all times.

Article 5. Intellectual

The copyright to the brochures, project material and course material published by Humanication rests with Humanication, unless another copyright holder is indicated on the material itself. Without the express written permission of the statutory director of Humanication, no data from, parts of and/or extracts or any material will be published by the participant or reproduced or made public in any way whatsoever.

Article 6. Liability

1. Humanication accepts liability towards the participant for damage caused as a result of a shortcoming attributable to Humanication in the execution of the agreement, but only if this is covered by its liability insurance and insofar as the insurer proceeds to pay out.
2. Humanication cannot be held liable for what the participant does with the acquired knowledge after the training.
3. Humanication is not liable for the damage suffered by the participant as a result of the cancellation of the training.

Article 7. Forum and applicable law

1. Dutch law applies to every agreement between Humanication and a participant.
2. In the event of disputes arising from agreements with Humanication, the parties will make every effort to resolve them by means of mediation in accordance with the then applicable and applicable regulations of the Stichting Nederlands Mediation Instituut in Rotterdam.
3. If it has proved impossible to resolve a dispute as referred to above by means of mediation, this dispute will be settled by the Court of Amsterdam, except insofar as mandatory rules of relative competence would prevent this choice.