



General Terms and Conditions Including Complaints Procedure

de Werff

Article 1 Definitions

- 1.1 The contractor: de Werff
- 1.2 The client: The natural or legal person who orders the contractor to deliver services.
- 1.3 Services: Training, courses, group guidance and coaching and / or consultancy provided by the Werff to the client within the agreed period / time block.
- 1.4 The start of a service is the start time on the agreed delivery date of the service and the end of a service is the end time on the end date as agreed between the contractor and the client.

Article 2 Applicability

- 2.1 These conditions apply to all quotations made by the contractor and to all agreements it has entered into with the client.
- 2.2 The applicability of delivery and / or other conditions of the client is hereby explicitly rejected, unless otherwise agreed in writing.

Article 3 Performance, Registration, Cancellation & Payment

- 3.1 Services of the Werff are carried out by certified PSYCH-K instructors and / or under the supervision of Paula van der Werff.
- 3.2 Courses / training only start with complete groups. For non-complete groups contact is made for an alternative.
- 3.3 An enrollment for a course / training is valid via the registration form filled in by the client on the website: www.dewerff.net with which the client automatically agrees to the General Terms and Conditions of the Werff and the other agreements that are sent via e-mail correspondence. have been agreed between contractor and client.
- 3.4 When registering for a service, a reflection period of 14 days applies to the client. The date of registration applies as stated to the contractor at the time of entry.
- 3.5 When enrolling for a course / study program, 15% cancellation costs apply to the entire invoice amount of the service from 30 days prior to the first course / training date, even if a payment has been agreed in installments.

- 3.6 When registering for a course / training, 50% cancellation costs apply to the entire invoice amount of the service from 15 days prior to the first course / training date, even if a payment in installments has been agreed.
- 3.7 When registering for a course / training, 100% cancellation costs apply to the entire invoice amount of the service from 8 days prior to the first course / training date, even if a payment has been agreed in installments.
- 3.8 When registering for an individual coaching session, 100% cancellation costs apply to the entire invoice amount from 72 hours prior to the scheduled session. This includes a no-show of the coachee, independent of the reason. When applicable travel costs will be invoiced as well.
- 3.9 In case of a refund, the Werff applies a refund period of 14 days.
- 3.10 In case of illness, injury or any other reason whatsoever of the client during the service and / or training / education / course period, no refund of (part of) the invoice amount will be granted.
- 3.11 If one of the trainers / teachers / coaches is ill or injured on the agreed service date / dates, an alternative date will be sought and submitted.
- 3.12 When registering for a service at the contractor, the amount due must be transferred to IBAN bank account NL53INGB0005270143 in the name of the Werff, Leiderdorp, the name of the service, name of the participant and / or company and invoice number before or on the agreed payment (date) date / dates.
- 3.13 In case of later payment than mentioned under 3.10, the client is automatically in default and default interest owed of at least 2% of the entire invoice amount for each month that the client is in default with payment.
- 3.14 The Client will have to pay both the extrajudicial and the legal costs incurred for the collection of the outstanding invoice, with a minimum of 15% of the invoice value.
- 3.15 The contractor is entitled to refuse participants without giving any reason.
- 3.16 Client allows photographic and / or film / sound material made during the training / education / course to be used for promotional purposes. If a participant does not want this, he / she must make this known to the contractor in writing and this is valid at the time that the contractor has sent a confirmation of receipt of this message to the client.

Article 4 Liability & Complaints Procedure

- 4.1 The Contractor is not liable, except in case of intent or gross negligence on the part of the Contractor, for any direct and / or indirect damage caused by whatever cause, or as a result of the execution. or not execution of the assignment. The liability is limited to a maximum of the amount of the reimbursement of the services to be provided.
- 4.2 The contractor is not liable, except in the case of intent or gross negligence on the part of the contractor, for any direct and / or indirect damage caused by whatever cause to the property of the client and / or participant. The liability is limited to a maximum of the amount of the reimbursement of the services to be provided.

- 4.3 The contractor is not liable, except in case of intent or gross negligence on the part of the contractor, for any direct damage that the client and / or participant have / has suffered as a result of the non-continuation of the order.
- 4.4 The Client indemnifies the Contractor against all third-party claims arising from this Contractor, unless there is gross negligence or intent on the part of the Contractor.
- 4.5 If the client has a complaint about the service provided by the contractor, it is recommended that the complaints procedure be observed, to be found in Article 8 of these General Terms and Conditions.

Article 5 Intellectual Property

- 5.1 Without the express written consent of the contractor, the client is not entitled to disclose, exploit or in any way whatsoever copy data from and / or parts and / or excerpts of the training material provided.
- 5.2 The intellectual property 'copyright' of the training and course material is entirely vested in the contractor.

Article 6 Confidentiality and Confidentiality

- 6.1 The privacy data provided will not be shared with third parties and treated confidentially.
- 6.2 Each participant in training / courses commits to the rules of privacy. This means that all stories of a personal nature must be treated confidentially. Participants in the study program / training / course may discuss this between themselves. Participants in the training / course are not allowed to bring personal stories out of the environment of the course / training / course, unless the person in question has explicitly given his permission.

Article 7 Applicable law

All offers, general offers, (legal) acts and the like of the contractor and agreements between the contractor and the client are subject to Dutch law.

Article 8 Complaints procedure

- 8.1 The Contractor intends at all times to refute and / or resolve a complaint or dispute with the Client in mutual consultation and to the best of their ability to mutual satisfaction. You can address your complaint to Paula van der Werff, info@dewerff.net. Within 1 week you will receive a confirmation of receipt of your complaint. We will try to find a solution within 4 weeks. If more time is needed, you will be informed within these 4 weeks.
- 8.2 If the client nevertheless still has a complaint against the contractor in accordance with 8.1, he / she can turn to Drs. Tara Dik from NLPerception, who will act as an independent third party regarding a complaint against the relevant contractor concerning a service of the relevant contractor.

Mrs Dik is the owner and founder of NLPerception, an institute that provides NLP training, among other things. Ms Dik will only carry out the task of an independent third party after she has received a message from the relevant client in writing and / or by e-mail (addressed to info@NLPerception.com) stating:

- the name of the service of the contractor
- the date / dates of the service of the contractor
- the following (s) of the (relevant) participant (s) to the relevant service of the contractor
- the nature of the complaint / dispute

Details of Mrs. Tara Dik:

NLPerception

Herikerberg 89 2716 EV Zoetermeer

email: info@NLPerception.com

After Ms. Dik has carried out an investigation with both the client and the contractor within 4 weeks after the relevant complaint has been confirmed in writing for receipt by Ms Dik, she will make a statement, which is binding for both client and contractor. Any consequences of the decision will be handled by both the contractor and the client within 21 days to the best of its ability.

- 8.3 Should the client and / or contractor not be able to live with the decision of the independent third party as mentioned in article 8.2, then the next step will be a meeting under the representation of legal representatives and / or take the step to court. The contractor falls under the district court of The Hague.
- 8.4 A complaint will always be treated confidentially by both the contractor and the client.
- 8.5 A settled complaint is kept in the appropriate file for a period of 1 year.