

Consultants in business communication

- 1. The price of the training reserved must be paid to managing director H.L.D. (Jet) van Holland or Van Kessel Trainingen before the start of the training.**
- 2. If timely payment has not been made, Van Kessel Trainingen may deny the participant(s) access to the training.**
- 3. Cost-free cancellation is possible only four weeks before the date of the training reserved.**

General

These general conditions apply to all offers, quotations, reservations, advice, agreements and contracts regarding the training activities to be performed by Van Kessel Trainingen and are governed by Dutch law. Any disputes arising from or related to an agreement will be submitted exclusively to the competent court in the Netherlands.

The client or applicant accepts these General Conditions by registering for and/or applying for and/or reserving a programme, course, training session, private coaching and/or customised programme (by e-mail, fax or in writing) and/or by giving an assignment to Van Kessel Trainingen to organise a training programme.

An assignment to train a participant or a group is not final until the assignment is confirmed by e-mail or the application is confirmed in writing by H.L.D. (Jet) van Holland on behalf of Van Kessel Trainingen.

Van Kessel Trainingen reserves the right not to accept an assignment without stating any reasons.

Van Kessel Trainingen has the right to replace its principal instructor Jet van Holland with another instructor who has the same qualifications.

Departures from these General Conditions are valid only if expressly accepted in writing by H.L.D. (Jet) van Holland on behalf of Van Kessel Trainingen.

The training is a **best efforts obligation** on the part of Van Kessel Trainingen.

If Van Kessel Trainingen cancels the training reserved, the price is not payable by the client. If the client has already made the payment, Van Kessel Trainingen will refund the amount already paid.

With regard to cancellation by a participant and/or the client, there is a difference between the cancellation of participation in an Open Registration programme and the cancellation of a private coaching or corporate programme and/or an exclusive/customised programme.

Cancellation

Principal rule: cancellation without cancellation costs is possible only four weeks before the date of the training reserved.

4. Open Registration general provisions – two programmes

Van Kessel Trainingen also offers Open Registration programmes, such as:

- 1. Sales Consulting Skills; and**
- 2. Business Presentation Skills.**

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These Open Programmes are organised on specific days from 10 a.m. to 5 p.m. The available days are stated on Van Kessel Trainingen's website (www.vankesselpartners.com).

Open registration means that the course programme is available to participants from different companies, subject to a maximum of ten participants per training day. The price of an Open Registration programme is €1,389, excluding 21% VAT, per participant. The course fee must be paid to Van Kessel Trainingen before the training session. If timely payment has not been made, Van Kessel Trainingen may deny the participant access to the training.

General Conditions regarding the cancellation of an Open Registration programme

An Open Registration programme may be cancelled free of charge up to four weeks before the date of the training reserved. After that time, within four weeks before the start of the training session, the entire amount of €1,389, excluding VAT, is payable by the client (participant or company) to Van Kessel Trainingen.

The participant may also be replaced free of charge by a colleague on the day of the training reserved. The client and/or participant must state the name of the replacement in good time. The course fee of €1,389, excluding VAT, will remain payable to Van Kessel Trainingen by the client/participant, also if the replacement does not attend the training.

Van Kessel Trainingen will offer a participant who cancels an Open Registration programme **no later than two weeks** before the date of the training reserved an alternative, namely another day scheduled by Van Kessel Trainingen, on which the same Open Registration programme is on the agenda, so that the participant can follow the programme for which he or she registered at a later date. The costs involved in this postponement arrangement are €350, excluding VAT, per participant. In that case Van Kessel Trainingen will offer the participant a date within three months after the date originally reserved.

Within two weeks before the date of the training reserved Van Kessel Trainingen is no longer under any obligation to offer the cancelling party an alternative day and the entire course fee of €1,389, excluding VAT, will be payable to Van Kessel Trainingen by the cancelling party.

5. Conditions for Corporate and/or Private Coaching and/or customised programme

These are training sessions exclusively for participants of one specific company and/or private coaching for one person or several persons of one and the same company and/or customised training for one company and participant(s). The training sessions may be attended only by participants sent by the client.

If a larger number of participants attend the customised/exclusive programme than the number originally agreed on between Van Kessel Trainingen and the client, Van Kessel Trainingen has the right to send an additional invoice for the number of extra participants, in addition to the agreed total price. If the number of participants is lower than that originally agreed on, Van Kessel Trainingen will not pay any refund.

Cancellation of Corporate/Private/Customised programme – principal rule

An exclusive or customised programme cannot be cancelled free of charge, also in light of the preparations made by Van Kessel Trainingen (€350 per hour, excluding 21% VAT) and location and material costs.

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Cancellation costs Corporate/Private/Customised programme

In the event of **cancellation up to four weeks** before the date reserved, 40% of the agreed price is payable by the client for a customised programme, private coaching or an exclusive programme. If the client **postpones** rather than cancels the training session, the postponement costs will be charged. The postponement costs amount to 20% of the agreed price.

In the event of postponement the total amount due (120%) must be paid immediately before the new training date can be scheduled. A second postponement is not possible. The entire price, plus the postponement costs, will be and remain payable by the client. Cost-free cancellation will then no longer be possible. The training fee and postponement costs paid will not be refunded.

Within four weeks before the date of the training reserved Van Kessel Trainingen is no longer under any obligation to offer the cancelling party an alternative day and the entire course fee excluding VAT, will be payable to Van Kessel Trainingen by the cancelling party.

Application of the postponement arrangement

If a client wishes to use the postponement arrangement, it applies only if the newly selected date for the postponed training is less than three months later than the training date originally reserved and H.L.D. (Jet) van Holland or Van Kessel Trainingen also agrees to the date chosen.

The client must first make a postponement request by telephone and subsequently in writing in the form of a signed fax to Ms H.L.D. (Jet) van Holland of Van Kessel Trainingen, fax: 035 582 8807.

6. Timely payment and default

The client will be in default on the mere expiry of the due date stated in the invoice, without any notice of default from Van Kessel Trainingen being required. The client will owe Van Kessel Trainingen the statutory commercial interest on overdue payments from the moment of default, plus judicial and extrajudicial debt collection charges.

7. Material – Copyright

All intellectual property and other rights in the materials, manuals, forms, etc. provided will remain vested exclusively in H.L.D. (Jet) van Holland. Copyright infringement and the copying of material are not permitted. For copyright reasons Van Kessel Trainingen/H.L.D. van Holland will not make any materials available to the participants that are copyright sensitive.

8. Timely payment – principal rule: no timely payment in advance, no training

Each invoice states a deadline for payment. That deadline is always before the reserved training date. If timely payment has not been made before the training programme (open registration or customised), Van Kessel Trainingen therefore reserves the right to deny the participant (s) access to the training programme reserved.

Van Kessel Trainingen reserves the right not to appear if a private coaching or customised/corporate training session has not been paid (in whole or in part) before the training.

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If Van Kessel Trainingen denies a participant or a group access or does not appear at a private coaching or customised training session, because timely payment has not been made, the entire amount will remain payable by the client.

Van Kessel Trainingen will inform the participant/company in question of this intention by e-mail or by telephone and will give it the opportunity to make timely payment to ensure that the training session can go ahead.

www.vankesselpartners.com