



Agreement: Terms of Training

Pertaining to training and workshops by open registration, team and executive coaching, peer review and mediation.

Govert van Ginkel and Bridging Spaces provide training in the field of Effective & Compassionate Communication, Emotional Intelligence, stress prevention and management, which is offered in the form of workshops and trainings, (team) coaching, peer review and mediation under the name of Bridging Spaces and Govert van Ginkel (here after "Govert van Ginkel").

THESE TERMS APPLY TO:

Art. 1. These terms apply to all agreements between Govert van Ginkel and its trainer(s) and clients who enter into a contract for training, a workshop, executive coaching, peer review, mediation, or other form of education or consultation on their behalf.

Art. 2. Offers for training or workshops through the website of www.bridgingspaces.nl or govertvanginkel.nl will constitute a legally binding contract based on these terms with a client after registration by the client through the website or when a client registers by email and the registration is accepted and confirmed by Govert van Ginkel. A booking for team or executive coaching, peer review and mediation brings into existence a legally binding contract based on these Terms between the client and Govert van Ginkel when a booking confirmation has been sent by email to the client.

Art. 3. Any deviations from these terms of contract are only binding if confirmed in writing by Govert van Ginkel.

CANCELLATION TERMS:

Art. 4. The client has the right to cancel a contract by registered mail. Confirmation of cancellation by Govert van Ginkel in response to an e-mail will also be a valid form of cancellation.

Art. 5. For training, workshops or team coaching booked through the website, the client may exercise this right up to 14 calendar days before the first day of the training free of charge.

Art. 6. When the period of 14 days in art. 4 has expired, the client may exercise the right of cancellation up to a minimum of 31 calendar days before the first day of the training for which a cancellation fee of 20% of the participation fee or sum of the contract will be paid to Govert van Ginkel. Cancellation by the participant or client within less than 31 calendar days before the first day of the training day, or if the participant or client cancels the training during or after the first training day or ends his participation for other reasons, he will pay the full participation fee, including any outstanding installments of a staggered payment.

Art. 7. The client can substitute trainees provided they fulfill the admission requirements for the training or workshop provided. There are no extra charges.

Art. 8. If due to demonstrated extraordinary circumstances (force majeure) the agreed upon contract cannot take place, Govert van Ginkel is willing to consider an alternative date suggested by the client for the same event. The decisions on this matter lies fully and only with Govert van Ginkel. The client will pay an additional 10% of the total cost or sum of contract if a new date is agreed upon.

Art. 9. Govert van Ginkel has the right to change the date of a training, cancel any training, workshop and/or refuse admission of a participant and will state the reasons for doing so. If Govert van Ginkel cancels the training or workshop, the client is entitled to a refund of the full sum of the contract, or part thereof when the training had already started, that was paid to Govert van Ginkel. Govert van Ginkel has the right to change the location for a training as long as it is within the same city.

Art. 10. Appointments for individual executive coaching and peer review can be cancelled up to 48 hours before the agreed time. An appointment for a mediation can be cancelled up to 7 days (7 x 24 hours) before the agreed time. When a cancellation takes place less than 48 hours (for executive coaching and peer review) or 7 days (for mediation) before the agreed time, the client will pay the full sum of the contract for that appointment.

PAYMENT:

Art. 11. Participants will receive an invoice from Govert van Ginkel. Unless direct payment was made at the time of registration through the website, full payment of the participation fee needs to be made 30 days prior to the start of the training, if that time has already expired payment needs to be made at least within 14 days after receiving the invoice but always before the start of the training.

Art. 12. Travel, food and overnight accommodation is not included in the price of the training unless mentioned otherwise in the offer for that particular training or workshop.

Art. 13. The client agrees to pay to Govert van Ginkel all legal and other fees required if payment has not been made in time as mentioned above.

INTELLECTUAL PROPERTY:

Art. 14. All rights concerning intellectual property, including copyright, pertaining to all training materials, manuals, brochures, sheets, audio and video recordings etc. are and remain the sole property of Govert van Ginkel or its licensor. Video or audio recordings during the training are forbidden unless express written consent has been obtained from Govert van Ginkel for this purpose. The handing out of any material to the client or the participant for the benefit of or during the training does not constitute a transfer of any right of intellectual property.

LIABILITY GOVERT VAN GINKEL:

Art. 15.

sub 1: Govert van Ginkel will do its best to give the training, workshop, mediation or coaching to the client's satisfaction.

sub 2: Govert van Ginkel is not liable for what a participant does with the knowledge/information acquired during the training, workshop, mediation or coaching.

sub 3: Govert van Ginkel is only liable in case of mal intent or gross violation of responsibilities as stated by Dutch law. In other cases Govert van Ginkel is exempt from liability for any damage whatsoever unless Govert van Ginkel has an insurance policy that covers the claim and the insurance company recognizes and pays the claim.

sub 4: Govert van Ginkel is never liable for consequential loss and therefore never required to pay any damage pertaining to loss of: profits, sales, business, revenue, business opportunity, anticipated savings, goodwill or other trading indirect or consequential loss, personal injuries, any claims of third parties that are made against the client or any other damage whatsoever.

sub 5: All liability is limited to the amount of the sum of the contract the client has paid. This includes Cancellation of a training, workshop or team coaching by Govert van Ginkel.

RELEASE:

Art. 16. In consideration of being able to participate in the Govert van Ginkel training, workshop, executive coaching, peer review or mediation, I, the client, for myself and my Heirs, release and discharge Govert van Ginkel and its trainers from all claims or causes of action, present or future, arising from physical, emotional, or psychological injury, death and/or property damage suffered by me or any other person, resulting directly or indirectly from my participation and the associated activities, including, without limitation, injury or damage caused in whole or in part by errors in judgment and/or any other negligence by Govert van Ginkel.

I understand and accept that by agreeing to the contract and or participating in a training, workshop, coaching, mediation or peer review, I surrender all rights to make a claim or file a lawsuit against Govert van Ginkel and its trainers for personal injury, property damage, wrongful death, product liability (including strict liability), breach of warranty or contract, or under any other legal theory, unless the claim arises from the intentional wrongful act, recklessness, or gross negligence of Govert van Ginkel or its trainers.

COMPLAINTS

Art. 17. A complaints procedure applies to this agreement. All parties involved in this agreement commit at first instance to resolve possible disputes through mediation. Download the procedure here: [Complaints Procedure](#)

APPLICABLE LAW AND COURT:

Art. 18. The terms of this agreement have been made under Dutch law. Any and all conflicts pertaining to this agreement will only be presented and decided by Her Majesties court in Amsterdam, The Netherlands. If any portion of the agreement is held invalid, the remainder of the Agreement will still continue in full legal force and effect by any law and court. By executing this agreement I am expressly waiving any and all rights to litigate any claim in any state or (federal court) other than mentioned here.

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