



Terms and Conditions Dessaur Trainingen

Article 1 Application

1. These terms and conditions are applicable to all agreements between Dessaur Trainingen and clients regarding participation or involvement in courses, training sessions, workshops, performances as training actresses and any other forms of schooling, coaching, supervision or consultancy in all aspects, hereafter to be referred to as 'training'.
2. Deviations from these terms and conditions are only binding when confirmed in writing by Dessaur Trainingen.
3. General terms of business of the client are not applicable, unless confirmed in writing by Dessaur Trainingen.

Article 2 Realization of the Agreement

1. The agreement between Dessaur Trainingen and the client is established by the client signing a confirmation of the assignment, sent to him in writing by Dessaur Trainingen, or by a written confirmation by Dessaur Trainingen of the client's assignment sent by email.
2. After signing, the client is entitled to 7 days for reflection on the assignment. Only within these 7 days can the assignment be withdrawn.

Article 3 Cancellation of the Agreement by the client

1. The client holds the right to cancel participation in training or the organisation hereof by means of registered mail only.
2. Cancellation by the client must be submitted six weeks prior to the commencement of the training. Amounts already paid to Dessaur Trainingen shall be reimbursed to the client, less €90 administration costs.
3. For cancellations submitted between three and six weeks prior to commencement of training, the client is obliged to pay 50% of the participation fee as well as preparation costs.
4. Cancellations submitted less than three weeks prior to commencement of training are not eligible for any refunds and the client is obliged to pay 100% of the total participation fee.
5. When the client, or any trainees assigned by him, cancels participation after commencement of the training, or for any other reason withdraws from participation in training, the client is not eligible for any refunds.

6. Incurred (development) expenses will always be charged to the client.

Article 4 Cancellation by Dessaur Trainingen

1. Dessaur Trainingen has the right to cancel a training without cause, or refuse participation of a client or a trainee assigned by the client. Under these circumstances the client shall be reimbursed all amounts paid to Dessaur Trainingen.

Article 5 Substitution

1. The client or any trainee assigned by the client can substitute his or her participation by another assigned trainee, if notified to Dessaur Trainingen within 24 hours after the substitution is decided upon. After training has commenced, substitution of trainees is prohibited. This article applies notwithstanding article 4.

Article 6 Costs of Training

1. The prices of training and coaching sessions are not binding unless stated in a signed agreement as indicated in article 2.

Article 7 Payment

1. Costs and expenses for training by Dessaur Trainingen are presented to the client via invoice. All amounts shall be paid by the client after completion of training, no later than 14 days after the invoice was sent. Payment must be made only by methods indicated by Dessaur Trainingen, without postponing or deductions following (presumed) failing by Dessaur Trainingen, unless clearly agreed otherwise.
2. Travel expenses and costs for accommodation of Dessaur Trainingen are not included in the total participation fee, unless clearly agreed otherwise.
3. If the client fails to pay the invoice within the agreed period of time, the client will be in default without notice. Dessaur Trainingen reserves the right to charge interest at the rate of 8% per annum from the due date until the date of actual payment.
4. If the client is overdue for payment, he or she is required to compensate Dessaur Trainingen for all reasonable judicial and extrajudicial collection costs incurred, including the costs of collection agencies, as well as the actually incurred costs and fees of bailiffs and lawyers, also if these exceed the legal costs as allocated by law.

Article 8 Intellectual Property

1. All Intellectual Property rights on all documents and training material published by Dessaur Trainingen is the copyright or similar rights of Naomi Dessaur, unless otherwise expressly stated. Reproduction, duplication or distribution of any of these materials are prohibited and against Intellectual Property Law, unless written consent by Naomi Dessaur.
2. Copyright on other materials and documents performed by employees of Dessaur Trainingen belong solely to the relevant author.

Article 9 Liability

1. Dessaur Trainingen strives to fulfil and execute any given assignment to the fullest satisfactory level.
2. Dessaur Trainingen shall not accept any liability for any damage, if not covered by its liability insurance. In the case of its liability insurance covering any damages, Dessaur Trainingen can be held liable only to the remitted amount by the insurance company.
3. Besides the cases referred to in paragraph 2, liability is limited to the amount charged for the action causing the damages. Or, when it regards a long-term training, liability is limited to the total participation fee based on a duration of 6 (six) months.
4. Dessaur Trainingen is never liable for any secondary damages, including consequential damages, lost profits and damages resulting from corporate stagnation.
5. Dessaur Trainingen shall not be held liable if the client holds the possibility to directly address his liability insurance or that of a third party first.

Article 10 Confidentiality

1. Client and Dessaur Trainingen shall, also after completion of training and therewith the mutual agreement, maintain the highest form of confidentiality regarding all information which was presented to both parties during the establishment and execution of the assignment, of which confidentiality is expressed, unless reasonably can be assumed otherwise.
2. Confidential information excludes commonly known information or information obtained without utilizing confidential information.

Article 11 Complaints

1. Dessaur Trainingen considers complaints to be any grievances relating to performance of the contract. Complaints regarding supplied services of Dessaur Trainingen can be made known in writing by the client within 14 days after the service was rendered or after completion of the assignment. The written complaint must state a clear description of any failings or misdoings and elaborate on any witnessed shortcomings. Filing complaints shall not lead to suspension of the obligation of payment for the client. See the Complaints Regulations for further information.