



Agreement: Terms of Training

Pertaining to in-company training, workshops, 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 "Bridging Spaces").

THESE TERMS APPLY TO:

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

Art. 2. Offers for in-company training or workshops will constitute a contract with a client after receipt by Bridging Spaces of a signed and dated offer by the client confirming the contract. 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 Bridging Spaces when a booking confirmation has been sent to the client.

CANCELLATION TERMS:

Art. 3. The client has the right to cancel a contract by registered mail. Confirmation of cancellation by Bridging Spaces in response to an e-mail will also be a valid form of cancellation.

Art. 4. For in-company training, workshops or team coaching, the client may exercise this right up to 31 calendar days before the first day of the training for which a cancellation fee of 20% of the sum of the contract will be paid to Bridging Spaces

Art. 5. Cancellation by the client within less than 62 calendar days before the first day of the training, workshops or team coaching, or when the client cancels the training during or after the first training day for any reasons, he will pay the full sum of the contract.

Art. 6. The client can substitute trainees provided they fulfill the admission requirements for the training or workshop provided. There are no extra charges.

Art. 7. If due to demonstrated extraordinary circumstances (force majeure) the agreed upon in-company training, workshops or team coaching cannot take place, Bridging Spaces 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 Bridging Spaces. The client will pay an additional 10% of the total cost or sum of contract if a new date is agreed upon.

Art. 8. Bridging Spaces has the right to cancel in-company training, workshops or team coaching, and/or refuse admission of a participant and will state the reasons for doing so. If Bridging Spaces cancels the training or workshop, the client is entitled to a refund of the full sum of the contract that was paid to Bridging Spaces.

Art. 9. 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. 10. The client will receive a partial invoice from Bridging Spaces for 50% of the sum of the contract and will pay this before the start of the training, workshop or team coaching. The client will receive the final invoice for the remainder of the contract after the training has finished and will pay this within 31 days of the date stated on the invoice. The client will pay the full sum of the contract for executive coaching, peer review or mediation within 31 days of the date stated on the invoice.

Art. 11. Travel, food and overnight accommodation is not included in the price of the training unless mentioned otherwise in the Bridging Spaces offer for that particular training/workshop or team coaching.

Art. 12. The client agrees to pay to Bridging Spaces all legal and other fees required if payment has not been made in time as mentioned above.

INTELLECTUAL PROPERTY:

Art. 13. 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 Bridging Spaces or its licenser. Video or audio recordings during the training are forbidden unless express written consent has been obtained from Bridging Spaces 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 BRIDGING SPACES:

Art. 14.

sub 1: Bridging Spaces will do its best to give the training, workshop or team coaching to the client's satisfaction.

sub 2: Bridging Spaces is not liable for what a participant does with the knowledge/information acquired during the training.

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

sub 4: Bridging Spaces 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 or the sum paid for the trainer(s) mentioned in the offer for in-company training. This includes Cancellation of a training, workshop or team coaching by Bridging Spaces.

RELEASE:

Art. 15. In consideration of being able to participate in the Bridging Spaces training, workshop, team coaching, executive coaching, peer review or mediation, I, the client, for myself and my Heirs, release and discharge Bridging Spaces 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 Bridging Spaces.

I understand and accept that by signing this agreement, I surrender all rights to make a claim or file a lawsuit against Bridging Spaces 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 Bridging Spaces or its trainers.

COMPLAINTS

Art. 16. 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. 17. 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.