

## **GENERAL TERMS AND CONDITIONS NALIVENA**

### **1. General information**

1.1 These terms and conditions apply to all agreements with NALIVENA regarding participation in courses, training and other forms of education. They also apply to orders to organise courses, training, other forms of education and advice (in the broadest sense). All activities will hereafter be referred to as 'training'.

1.2 Deviation from these terms and conditions is only binding if this is confirmed in writing by NALIVENA.

### **2. Agreements**

2.1 The agreement between Roots Movement and the customer is established by:

a Registration or request by the customer through email or website, and;

b. Written confirmation by NALIVENA to the customer of their registration or order.

2.2 By signing the registration the customer agrees to the terms and conditions of NALIVENA.

### **3. Cancellation / Suspension / Moving of dates**

3.1 The customer can cancel participation in a training free of charge, up until 6 weeks before the start of the training.

3.2 The customer can cancel participation in a training from 6 weeks up until 2 weeks before the start of the training, understanding that the customer owes NALIVENA 100% of the down payment.

3.3 The customer can cancel participation in a training within 2 weeks of the start of the training, understanding that the customer owes NALIVENA the full costs of the training.

3.4 NALIVENA has the right to cancel the training or refuse participation of the customer. The full amount paid to NALIVENA will be refunded.

3.5 NALIVENA has the right to cancel the training, to refuse participation of the customer or to refuse the execution of an order if the customer has not met the payment terms.

3.6 If a training can not take place on planned dates, the customer will be informed within 24 hours before the start of the training. New dates will be planned. Rescheduling for this reason gives no right to cancel the participation/order or to a refund.

3.7 If a customer can not attend a training on the planned dates, they have the right to register for other dates (taking into consideration what is stated in articles 3.1, 3.2 and 3.3).

3.8 If a customer refrains from participation during the training there will be no refund, unless explicitly agreed upon beforehand.

### **4. Prices and payment**

4.1 The costs of the training have to be paid before the start of the training, unless explicitly agreed upon beforehand.

4.2 The down payment amount, which can be found on the website, has to be paid upon registration.

4.3 The prices of the training are mentioned on the website of NALIVENA. Said prices are inclusive of VAT and are binding. NALIVENA has the right to alter prices at any time, however after confirmation of a training the price will remain unchanged.

4.4 If a customer does not pay within the agreed term, NALIVENA is entitled to charge an interest of 1% per month from the day the customer is in default. If the payment remains unsettled, it will be forwarded to a debt collection agency. The extra costs this brings will be paid by the customer. The customer is always responsible for payment of the costs..

## **5. Intellectual property**

5.1 Copyright on all material published by NALIVENA lies with NALIVENA, unless clearly stated otherwise on the material.

5.2 The customer will not publish or copy any material or parts of material created by NALIVENA without explicit written confirmation.

## **6. Liability**

6.1 NALIVENA accepts liability for any damage the customer suffers if and insofar this damage is caused by intent or gross negligence. However, this only applies if said damage is covered by NALIVENA's liability insurance and payment is limited to the amount the insurance company covers.

6.2 NALIVENA can not be held liable for that which the customer does with acquired knowledge after the training.

6.3 NALIVENA can not be held liable for any damages suffered by the customer caused by cancellation of a training.

## **7. Applicable law and competent court**

7.1 Dutch law is exclusively applicable to all agreements between the customer and NALIVENA.

7.2 Should any dispute arise from an agreement with NALIVENA between the customer and NALIVENA, both parties will do their utmost to solve this by means of mediation according to the regulations of Stichting Nederlands Mediation Instituut in Rotterdam.

7.3 If it appears to be impossible to solve said dispute through mediation, it will be settled in Dutch court in the district where NALIVENA is established.