

General Terms and Conditions

Article 1. General

1. These general terms and conditions are applicable for all agreements with Essence Trainingen B.V., hereinafter referred to as 'Essence', concerning participation in (also by order of) courses, training, other forms of education, and advice in the broadest sense of the word, hereinafter all referred to as 'training'.
2. Deviation from these terms and conditions is only binding if and when this has been confirmed in writing by the deputy director of Essence.

Article 2. Formation of contract

1. The agreement between Essence and the participant will be established by:
 - a. signing the designated application- or registration form by the participant;
 - b. registration or order to by the participant via email or website and;
 - c. written confirmation by Essence to the participant after registration or order to by phone.
2. By filling in the application- or registration form, the participant agrees on the General Terms and Conditions of Essence.

Article 3. Cancellation / suspension/ postponing

1. The participant has the right to cancel their registered training, with the understanding that the participant owes 100% of the registration fee.
2. Essence has the right to cancel the training or refuse participation of a participant, in such cases the participant is entitled to reimbursement of the full amount paid to Essence.
3. Essence has the right to refuse participation of the participant in a training, or to suspend or cancel the participation of the traininf, if the participant has not fulfilled his payment obligation in time.
4. If a training cannot take place on the planned dates, the participant will be informed about this within 24 (twenty-four) hours before the start of the training. New dates will then be determined in consultation. Shifting for this reason does not give the participant the entitlement to cancel with compensation.
5. If a participant cannot follow the training on the planned dates, he/she has the right to register for other training dates with due observance of the stipulation in the first paragraph. The registration fee already paid will not be refunded, but will be charged as cancellation costs.
6. If a participant withdraws during a training, there is no right to a refund, unless explicitly agreed otherwise.

Article 4. Prices and payment

1. The participation costs of the registered training must be paid before the start of the training, unless explicitly agreed otherwise.
2. The prices of the training courses are listed on the Essence website. Prices mentioned are in Euros and include VAT. These prices are binding. Essence has the right to change the prices at any time, with the proviso that after confirmation of a training the then current price will remain unchanged.

3. The costs can be paid by the participant or by his or her employer. The chosen method of payment must be indicated on the registration form. If payment is not made on time, the participant will owe default interest of 1% per month from the due date. If the collection has to be transferred to third parties for collection, all related costs, both in and out of court, are also at the expense of the participant. The participant remains at all times jointly and severally liable for the payment of the participation costs.

Article 5. Intellectual property

The copyright on the brochures, project material and course material issued by Essence is vested to Essence, unless another copyright owner has been indicated on the work itself. Without the explicit and written permission of the deputy director of Essence, the participant will not publish any data, parts of excerpts and/or any material in any way in public.

Article 6. Accountability

1. Essence accepts liability towards the participant for damage resulting from a shortcoming attributable to Essence in the execution of the agreement, only if this is covered by its liability insurance and insofar the insurer proceeds in payment.
2. Essence cannot be held liable for the actions of the participant with the gained knowledge after the training.
3. Essence is not liable for the damage that the participant has suffered as a result of not finishing the training.

Article 7. Forum and applicable law

1. Dutch law applies to every agreement between Essence and a participant.
2. When disputes arise between agreements with Essence and the participant, the parties will endeavor to resolve this by means of mediation in accordance to the current and relevant regulations of the Stichting Nederlands Mediation Instituut in Rotterdam.
3. If it has proved impossible to solve a dispute as referred to above with the help of mediation, this dispute will be settled by the District Court of Amsterdam, except to the extent that mandatory rules of relative competence would stand in the way of this choice.