



## **General Conditions**

September 2010 version

**General registration and payment conditions laid down by law and changed on September 15, 2010 for Bodymind Opleidingen Ltd, henceforth to be named BMO, statutorily established at 270, de Raam , 2801VS Gouda.**

### **Article 1. Validity**

1.1

These general conditions apply to all offers and contracts made with parties regarding courses, trainings, workshops and lectures organised by or on account of BMO and regarding consultations and other services given by BMO.

1.2

Any possible appropriate general conditions of the contractor remain valid only in so far as they do not contest or contradict the general conditions of BMO. In the case of any instance of contestation the general conditions of BMO are binding.

1.3

A total or partial deviation from these general conditions is only possible via written agreement between the parties.

### **Article 2. Offers**

2.1

All offers made in whatsoever form by BMO are without obligation and must be taken as a whole, unless explicitly otherwise stated.

2.2

The course, training and workshop prices offered by BMO include rent, accommodation and course materials as described in the relevant brochure, unless explicitly otherwise stated. The price of the course does not include VAT (value added tax), unless explicitly otherwise stated. No claims can be made for courses or trainings currently offered by BMO regarding prices and tariffs published in old BMO publications and such.

2.3

BMO rents appropriate accommodation for all courses, trainings, workshops and supervision. The rent and accommodation costs are proportionately divided between all contractors and said costs are included in the course price. The rental and accommodation costs will be paid in proportionate part by the contractor even if the contractor, for whatever reason, does not wish to stay in the rented accommodation or does not take part in one or more of the meetings, unless explicitly otherwise agreed.

2.4

Rental and accommodation costs change according to the accommodation rented by BMO. The rental prices for accommodation given in the brochures published by BMO are to be regarded as mere indications. They are not binding and no claims can be made about them.



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### **Article 3. Registration**

#### **3.1**

Registration can take place when BMO receives a fully completed application form by post or email. Any down payment required by BMO must be received by the stated deadline. BMO sends an email to acknowledge registration after it has received an application form. When registration is not possible, for whatever reason, BMO will inform the applicant as soon as possible.

#### **3.2**

After sending the application form there is a period of seven days during which the contractor can change his\* mind and withdraw the application. After this deadline, these general conditions, and the financial obligations set forth in them form a contract between BMO and the contractor.

#### **3.3**

In the case of insufficient applications for one of the courses, trainings or workshops, BMO reserves the right to postpone the start of the course, training or workshop concerned to a later date – within a reasonable timescale to be decided by BMO - or to cancel it. Registered contractors will be informed of this by post or email. In the case of postponement the contract between BMO and the contractor remains valid. In the case of cancellation the obligations of the contract expire for both the contractor and BMO, while BMO commits to return immediately the monies paid by the contractor on registration.

#### **3.4**

In the case of over subscription to a course, training or workshop, BMO reserves the right to distribute contractors in different groups, or to choose between the registered contractors according to the objective selection criteria used by BMO.

#### **3.5**

BMO reserves the right to reject a candidate or to set additional requirements. In the case of a rejected application, the candidate will be provided with a reason for the rejection.

#### **3.6**

BMO reserves the right to postpone or cancel a participant's participation in a course, training or workshop, and will provide the reason for its decision. In such a case BMO commits to exert itself to try, in dialogue with the student, to find and establish conditions whereby the student can resume participation in the course. This does not initially lead to dissolution of the contract, unless otherwise stated.

### **Article 4. Agreement**

#### **4.1**

After accepting an application BMO is bound to the resulting contract, to the best of its knowledge and ability.

#### **4.2**

BMO emphatically reserves the right, during the contract period, to make changes to the execution of the contract by altering, for example, the time and or content of the programme, substituting (guest) teachers, as well as changing the place or time of the



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accommodation rented by BMO. Changes to the execution of the contract do not give the contractor the right to dissolve it.

### 4.3

During some trainings video recordings are made, which are used for internal training of BMO staff and therapy teachers. Participants are expected to agree to this.

## **Article 5. General Conditions of Payment**

### 5.1

Course, training, supervision and workshop fees must be paid before the start of the academic year, training, supervision or workshop in question. All monies owed by the contractor must be paid into the account indicated by BMO without reduction or compensation within 14 days of the invoice date, stating the invoice number and the name of the contractor. Tardy payment can result in the contractor's participation in the course, training, supervision or workshop being cancelled, while the obligation to pay remains.

### 5.2

Payment by instalments is only possible when BMO has given written permission in which the revised payment agreement is stated. A request for permission to pay by instalment should be sent in writing or by email at the same time as the application. When BMO agrees to payment by instalment it has the right to charge to the contractor any administration costs incurred.

BMO reserves the right to agree to payment by instalment only if the contractor signs a payment authorisation whereby BMO receives the payment instalments automatically on the dates agreed with the contractor. BMO will charge extra administration costs for authorised payments that fall through.

### 5.3

A contractor who fails to pay on time is considered to have legally defaulted, without the necessity of a default notice. BMO has the right to charge extra administration costs for sending a reminder. Late payments give BMO the right to charge the legal interest rate plus 3% on top of the owed amount from the deadline expiry date, whereby a part of a month will be counted as a whole month.

### 5.4

The contractor must pay all costs that BMO incurs in the process of collecting, judicially or non-judicially, monies owed by the contractor. The contractor is liable for non-judicial debt collection charges in every case in which BMO has contracted the help of a third party to demand payment. The said charges amount to 15% of the claimed owed payment, with a minimum amount of €500 which can be increased with turnover tax. The mere fact that BMO has enlisted the help of a third party indicates the magnitude of the non-judicial charges and the obligation to pay them.



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### **Article 6. Conditions of Payment and Cancellation for Courses, Trainings and Workshops**

#### Courses and Trainings

6.1

BMO may require a down payment to register for courses and trainings, which must be paid within 14 days of the invoice date. The remaining fees must be paid one month before the start of the course or training.

6.2

Payment by instalment is only permitted in accordance with the conditions stipulated in article 5.2.

6.3

The following conditions apply to cancellation on the part of the student:

- a. On cancellation after registration the down payment must be paid - or, if no down payment has been required – the equivalent of 10% of the course fees.
- b. On cancellation less than a month before the start the entire fee is due, unless the place is filled by someone on the waiting list. In the latter case, the down payment will be retained by BMO.
- c. On cancellation after the start no refund of fees is possible.
- d. If, for whatever reason, the contractor ends or interrupts his\* participation in a course or training during the contract period, he remains obliged to fulfil all of the obligations set forth in his contract with BMO.
- e. If the student cancels a course or training less than a month before the start, or interrupts it after the start as a result of circumstances beyond his control, the (remaining) course fees will be kept available for a period of one year to give the student the opportunity to resume his studies. On resumption the student will be liable to pay the down payment again, plus a possible rise in the fee price.

6.4

If BMO cancels, the paid fees will be returned to the student in full.

#### Workshops

6.5

The full fee must be paid on registration for the workshop concerned.

6.6

The following conditions apply to cancellations on the part of the participant:

- a. On cancellation more than a month before the workshop BMO will return the fee minus €50 administration charges.
- b. On cancellation less than one month before the start, there will be no refund, unless someone on the waiting list fills the place.
- c. On cancellation after the start no refund of fees is possible.
- d. If, for whatever reason, the contractor ends or interrupts his participation in a workshop during a contract period, he remains obliged to fulfil all of the obligations set forth in the contract he has with BMO.
- e. If the participant cancels a workshop less than one month before it starts, or interrupts it after the start as a result of circumstances beyond his control, the workshop fee will be kept available for a period of one year to give the participant



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the opportunity to participate in this, or a different workshop. At that point the participant will be charged a €50 administration fee and will be liable to pay any possible rise in the fee price.

6.4

If BMO cancels, the paid fees will be returned to the contractor in full.

### **Article 7. Cancellation of a consultation or supervision meeting**

7.1

Cancellation of a consultation on the part of a student is only possible when the cancellation is requested in writing or by email 5 working days before the meeting. If BMO is informed after this deadline it retains the right to charge the full cost of the consultation.

7.2

A supervision session cannot be cancelled once it has been confirmed in writing by BMO. In this case the student must also pay the rental charges.

### **Article 8**

8.1

BMO is in no way liable for any damages resulting from or connected to offers or contracts it has made, except in the case of gross fault on the part of BMO.

8.2

With due observance of what is already written elsewhere in these general conditions, BMO is in no way liable for any damage, in whatever form, resulting from or connected to alterations in the programme, qua content or timing, substitution or resignation of (guest) teachers, as well as changes in the place or time of BMO's rented accommodation.

8.3

The above-mentioned exclusion of responsibility is partly designed to protect employees of BMO and third parties who are employed by or because of BMO, or whose services have been used by BMO.

8.4

The contractor is bound to safeguard BMO and the persons referred to under point two of this article from possible claims by third parties.

8.5

BMO will never be held responsible for damages resulting from the use of diskettes and or software provided by or through BMO.

8.6

With due observation of the above mentioned, the responsibility of BMO will never exceed the maximum amount of the price it has charged. Furthermore BMO's responsibility will never exceed the cover of its third party insurance.

8.7

The stipulations in the above articles rule out liability on the part of BMO in so far as this is not in conflict with compelling legal stipulations.



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### **Article 9. Force Majeure**

9.1

BMO retains the right to cancel, alter and partially or entirely dissolve the contract without legal recourse if it is unable to fulfil its part of the contract due to unforeseen circumstances out of its control.

9.2

Unforeseen circumstances are considered, among other things, to be involuntary disturbances or impediments, which result in fulfilment of the agreement becoming more expensive or inconvenient. Illness of a (guest) teacher falls under this category. In case of cancellation, alteration or dissolution of the contract on the part of BMO due to unforeseen circumstances, BMO will not be liable for damage or restitution claims in any form whatsoever.

### **Article 10. Copyright**

10.1

Unless expressly otherwise agreed or stated, BMO retains the copyright for study material it provides.

### **Article 11. Disputes**

11.1

All disputes, by which is meant disputes held by one party, arising from or related to offers or contracts covered by these general conditions, or concerning the general conditions themselves and their interpretation or execution, are subject to the judgement of the BMO complaints commission.

11.2

Dutch law covers all contracts made on the basis of these conditions.

\*Please note: At times these general conditions refer to the contractor as “he” or “his”. This is merely for the sake of convenience and “she” is to be inferred where appropriate and without prejudice.