



*B. Willems*

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## **General terms of business Article 1: Definitions**

1: The initiator: the person with whom the contract/ agreement for participation in a course or training is made. 2: The participant, the person who takes part in the course or training. 3: Training: course, workshop, individual session, counseling or other gathering with as a goal the transmission of knowledge or the enlarging of capacities.

4: Open Training: training with participants from diverse background both individually and professionally. 5. Terms of business: the general terms and conditions of delivery of the trainings.

### **Article 2: Relevance**

1. The general terms are appropriate for all training offered by B.Willems. 2. In case there are changes or additions to these terms, they will have to be confirmed by the provider in writing. 3. With each quotation by B. Willems, the client will receive the general rules of business.

### **Article 3: Enrollment and confirmation**

1. Enrollment for the trainings by B. Willems can happen via mail, e mail or by telephone. 2. The participant will always receive confirmation of the enrollment by telephone , email or in case the person does not have access to email or telephone, this will happen by land mail.

### **Artikle 4: Enrollment and confirmation for trainings in training centres**

1: All enrollment and confirmation will happen according to the rules and regulations of that particular institute.

### **Artikle 5 : Prices for open training**

1. After registration by mail, e mail or telephone, the prices as mentioned in the diverse brochures are valid. 2. All teaching material is included in the price unless specifically mentioned otherwise.

### **Article 6: Prices for training in training centres**

When a training by B. Willems is offered in another trainings institute , prices are according the institute.

### **Article 7: Payment**

1. After enrolment in a training as mentioned in article 3 or after acceptance of an offer as mentioned in article 4, the initiator receives an invoice from B. Willems relevant to that training. 2. For trainings that spread over a one year period participants will have to commit to the following procedure: - 100 % payment for the first module  
- 100 % payment for the second module plus 50 % for all following modules. - for each following module the participant will pay the balance of that particular module. 3. Invoices have to be paid within two weeks of billing date in the currency of the bill. It is not allowed for the initiator to make amendments in the bill. In case of payment which come too late, the orderer is directly in fault, in which case he/she has to pay interest over the amount from the moment of being overdue until the moment of complete payment. 4. In case the initiator is not paying within the time frame as mentioned about, all the costs that B. Willems need to make will be at the expense of the initiator. E.g. costs for lawyer, court case and claims. 5. Both provider and initiator are entitled to end this agreement in case one of the parties has asked for judicial settlement or is in state of bankruptcy, or if the initiator is a natural person and is deceased or is put under probate.

### **Article 8: Cancellations by participants**

1. Cancellation is possible according to the following rules. Until one week before the start of the training there will be a refund of 80%. Until the start of the training there will be a refund of 50% of the trainings fee. After the start of the training the client has a period of 14 days for reflection. In case of withdrawal on the part of the client, the client will receive restitution minus the amount for the delivered goods.

### **Article 9: Impediment/ absence by participant**

1. In case a participant cannot participate there will be an agreement in consultation with the provider to see if this section of the training can be followed either at a later date or in another city. 2. There are no extra costs for the initiator for this substitution. In case it is not possible that the client can have a substitution , the cancellation rules from art. 8 apply.

### **Article 10: Cancellation by B. Willems.**

1. B. Willems takes the right to cancel a training until maximum 3 days before the start of the training ( because of illness, or circumstances beyond her control). The initiators will be informed as soon as possible and B.Willems will refund the billed amount by return. B.Willems will always offer an alternative date , and in case the initiator will make use of this, there will be no refund of payment.

### **Article 11: Liability**

1. B. Willems is not liable for any damage caused by or related to one of the participants, unless of course B. Willems can be proven guilty or having been intentional in creating the damage. 2. B. Willems is never liable for other forms of damage like harm to the company, harm through delay etc. 3. In case B. Willems can be held responsible in spite of what is said in point 1 or 2, the amount of the damage will not exceed the maximum invoice amount.

3. Indirect damage will not be restituted.

#### **Article 12: Intellectual property.**

1. All training material becomes property of the initiator/ participant. The rights of the training material and possible other material will be reserved to B. Willems. 2. Without clear written consent from B. Willems, the initiator/participants is not allowed to publish, duplicate or share the material with others.

#### **Article 13: Replacement of trainer or coach**

1. B. Willems is at all times entitled to replace a trainer, who is supposed to execute the training, with another trainer, this after consultation with the initiator.

#### **Article 14: Advertisement and Conflicts.**

1. In case of complaints the initiator needs to inform B. Willems as soon as possible and in any case report the complaint in writing within 10 workdays. Complaints don't free the initiator of his payment responsibility. 2. Complaints concerning the invoice need to be reported within 8 days of the invoice date. 3. The mandator needs to make complaints about the delivery clear to 'B. W.' as soon as possible and deliver them at least within 10 workdays after the delivery in writing to 'B. W.'. The expression of a complaint does not free the mandator of his duty to pay.

#### **Article 15: Applicable law.**

1. On all offers from B. Willems and the agreements between B. Willems and the initiator the local law is applicable. 2. All conflicts that arise between parties in connection with an offer, an agreement or a (legal) act, will be laid before court unless the law dictates otherwise.

#### **Article 16: Confidentiality.**

1. All the information that the client brings is strictly confidential for BW and her colleagues. With information is meant a.o. information that is sensitive to the company, work processes, clients and work strategies. All talks will be handled as personal and confidential. The content of these talks will never be shared with a third party unless the client has clearly given consent in writing.

#### **Article 17: Complaint settlements**

1. Complaints need to first be discussed with the concerned trainer from BW. The complaint will be dealt with in utmost confidentiality. In case the complaint can not be

solved in a satisfying way in the eyes of the client, he/she can file a complaint in writing to BW, within 30 days. In case the complaint can still not be solved, it can be giving in writing to a third party:

Van Vliet Advocaten, Sint Annastraat 15, 6524 EC Nijmegen The judgment of Van Vliet Advocaten is binding. BW will everything possible to handle the complaint carefully and will give an answer within 4 days. All complaints will be registered in the complaint administration of BW.

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[www.rani-willems.org](http://www.rani-willems.org)



