

**Dutch in Dialogue**  Communicate. Comprehend. Connect.

## **Terms and Conditions**

To help and prevent any misunderstandings, we strongly advise you to read our terms and conditions carefully.

## **1. Applicable terms and conditions**

The following terms and conditions apply to all agreements and contracts with Dutch in Dialogue (hereafter DiD) unless stated otherwise in writing.

## **2. Agreement for services**

In consultation with the prospective client, DiD will prepare a quotation for services. The agreement will be confirmed by signatures on that quotation from both DiD and the client. The client will send the signed agreement in written form to DiD. If sent electronically, the client will transmit the entire document (i.e. not only the final signed page). Thereafter, DiD will confirm receipt of the agreement via post or email, or verbally.

## **3. Levels of obligation**

3.1 The agreement between the client and DiD enshrines a 'best effort' obligation on the part of DiD and not an obligation to achieve results. This means DiD is obliged to meet commitments through (state of the art) standards of care and professionalism.

3.2 If, in pursuit of its best effort obligation, DiD is dependent on information from or cooperation with the client or a participant and said information or cooperation is not forthcoming, then DiD is discharged from its obligations in this area.

3.3 The client's general purchasing terms and conditions are not applicable unless accepted in writing by DiD.

## **4. Payment**

DiD will issue invoices to the client for services rendered. The client is obliged to pay said invoices no more than one month after the invoice date using payment channels indicated by DiD. There will be no delays or reductions due to (supposed) shortcomings of DiD unless explicitly agreed to in writing by both parties.

## **5. Refunds**

Once a client has signed a quotation/proposal for a course, it can only be cancelled in writing (by post or email). The costs of such a cancellation are as follows:

- The client has the right to cancel an agreement at no cost within two weeks after signing.
- If the client cancels at least one week before commencement of the course, the client will only be liable for a €50.00 payment (for registration and administration costs).

- If the client cancels less than one week before commencement of the course, 50% of the course fee is payable.

The course can only be taken by the participant named in the quotation/proposal. Lessons are not transferable to other participants.

## **6. Cancellation by Dutch in Dialogue**

DiD has the right to do the following without explanation: 1) to cancel training and/or coaching or participation by a client or a participant assigned by the client or 2) to refuse a participant. In that case, the client is entitled to repayment of the full amount paid by the client to DiD.

## **7. Intellectual property**

Unless clearly stated on the materials concerned, DiD owns the copyrights to all lessons and other materials published by DiD (including on the website), audio and visual materials and training and/or coaching materials.

## **8. Liability**

DiD cannot be held liable for indirect damages including but not limited to consequential damages, unrealised profits and business interruption.

## **9. Complaints policy and procedure**

A client who is dissatisfied with our services should contact the director of DiD, Geert van de Ven, by phone (+31 (0)6 31045561), email ([info@dutchindialogue.com](mailto:info@dutchindialogue.com)) or post (Dutch in Dialogue, Sint Antonielaan 340, 6821 GP Arnhem, The Netherlands).

Geert van Ven will do everything he can to resolve the problem immediately.

If he cannot resolve the complaint, the complainant may contact our independent mediator, M.A. Lucas P.J.M. Vennemann, MBA, owner of DIA (Development Innovation Advice). The mediator can be reached at [l.vennemann@planet.nl](mailto:l.vennemann@planet.nl).

All complaints will be dealt with confidentially. The mediator will consider the complaint in strict confidence. A determination will be given within 28 working days and will be binding. If the complaint is judged in favour of the complainant, DiD will comply promptly.

After the complaint has been dealt with, any information related to the complaint will be registered and kept strictly confidential at DiD for a period of three years.

## **10. Force majeure**

DiD cannot be held responsible for damages suffered by the client due to force majeure. Examples include absence of trainers as a consequence of illness or due to cancellation of public transport.

### **Questions**

If you have questions, please contact DiD by phone (+31 (0)6 31045561 or email ([info@dutchindialogue.com](mailto:info@dutchindialogue.com))).