

Disclaimer

Participation terms and conditions for seminars and courses by HumanMotion

Article 1. Application

1.1 These conditions apply for all agreements made with HumanMotion concerning the participation of courses, trainings, seminars and conventions. 1.2 Any derogation of the conditions stated here are only binding if and within the confirmed writings of HumanMotion.

Article 2. The realisation of the agreement

2.1 The agreement between HumanMotion and participant or contractor shall be realised through the contractor's signing of the therefore agreed upon online application form, or through a by HumanMotion and contractor signed confirmation in writing, or through a by HumanMotion written confirmation directed at the participant or contractor, as a response to his/her by fax or email sent application form or request.
2.2 By sending the online application form, the participant or contractor thereby declares to know and accept the terms and conditions stated for participation. These conditions control the legal relations between HumanMotion, the participant and the contractor, unless explicitly mentioned otherwise.
2.3 A contractor as mentioned in paragraph 1 can be a for this matter authorized representative of the registered participant's employer, as well as the participant him- or herself. 2.4 When subscribing, a participant can choose to use, if relevant, either the maiden name or the married name for participation. These data will be used for a possibly to be presented certificate. 2.5 The customer has 7 days to alter or void the agreement.

Article 3. Cancellation by the contractor or participant

3.1 The contractor or participant of a course or convention has a right to cancel participation of a course, or the order for an in company course activity.
3.2 Cancellation can only take place in writing, by fax or by email. The contractor or participant must at any time confirm cancellation by phone in writing. HumanMotion will, when receiving an order for cancellation, at any time send a confirmation of this annulment.
3.3 With cancellation until two weeks before the start of an open course, HumanMotion will not charge any administration costs. For an in company course, cancellation will be free of charge until four weeks before the start. For annulment up until a week in advance the participant will be charged 40 euros administration costs, when the course will not be taken at another moment. After that, 50% of the course fee will be charged. In case of an in company course, the client is required to pay 50% of the course fee for cancellation until a week in advance, after that 100% of the course fee will be charged. The reason for cancellation will be of no importance in any case. The cancellation date will be determined by the date of the postal stamp or email, i.e. the date on which the cancellation in writing is sent.

Article 4. Premature termination by contractor or participant

4.1 In case the contractor or the by the contractor assigned participant terminates his or her participation, or by any cause can no longer participate in the activities after the commence of a course or seminar of more than one day, the contractor or participant will be charged to pay the full fee and will have no right to any refunds or remissions.
4.2. In case of premature termination of the participation, there will be no possibility to send a substitute.

Article 5. Replacement

5.1 The contractor can send another person in stead of the registered participant to take place in a course or seminar, but only if this replacement will be informed to HumanMotion at minimum a week before the start of the activities.

Article 6. Cancellation, postponement and refusal by HumanMotion

6.1 HumanMotion keeps the right to cancel or postpone a course or seminar, when HumanMotion sees sufficient reason to do so. HumanMotion will be free of charges for any caused damage arisen from postponed or cancelled activities. HumanMotion is obliged to announce any postponed or cancelled activities to the participant at least one week before the start of the activities. In case of cancellation by HumanMotion, any participation fee that has already been paid will be fully refunded.
6.2 When enough reason will be found, HumanMotion has the right to decide to replace (a part of) a course or convention to another location than initially informed.
6.3 When HumanMotion postpones or changes the date of a course or convention, no fee will be charged for the participant if the new date is not suited. The contractor or participant can in this case cancel his or her participation without any cancellation fee.
6.4 HumanMotion keeps the right to refuse entrance to any participant, in which case, the contractor or participant

will be not be charged any fee. Already paid fees will be fully refunded by HumanMotion.

6.5 In default of payment, HumanMotion keeps the right to exclude the contractor or participant from future participation of the course or seminar programme.

6.6 HumanMotion keeps the right to deny entrance to a course or seminar to any participant, if that participant shows signs of behaviour that can and will have negative influence on the learning process of the other participants. If the participant's behaviour threatens to cause excluding from the programme, HumanMotion will contact the contractor, of course after speaking to the participant him or herself about this matter.

Article 7. Invoice and payment

7.1 Costs for courses and conventions, unless mentioned otherwise, always include costs made for study materials (syllabi, participant booklets), coffee and tea, and if relevant, lunch.

7.2 Prizes for in company trainings and courses will be made public in a beforehand shown brochure or offer. This offer will state which costs the contractor or participant will make. Before an in company course or training will be executed, there must be a confirmed order or offer, signed by both parties.

7.3 No taxes will be charged over any by HumanMotion charged fees.

7.4 Fees for a course or convention will be invoiced beforehand. Payment must be done within 30 days after receiving the bill, or up until a week before the start of the activity. If the contractor or participant can not fulfil the payment in time, HumanMotion will keep the right to exclude the participant from participation from the course or seminar. The contractor or participant has a duty to fulfil his payment at all times.

Article 8. Privacy of participant's data

8.1 The necessary registration of HumanMotion only limits itself to the contractor's NAW data, followed by data about current function and employer, and possibly data about previous education or any membership of professional association. It is for the participant him or herself to inform the employer about the content of the course or seminar and possible obtained results. If no agreement has been made about this matter, HumanMotion will not, without the participant's permission, provide the employer with any information about results, behaviour, absence or attendance.

8.2 NAW data will be used by HumanMotion to keep participants informed about offered courses and conventions. These data can be placed at the disposal of third parties for the same purpose as been set by HumanMotion. If the concerned parties indicate not to appreciate the information sent by HumanMotion or the distribution of their NAW data to third parties, HumanMotion will immediately respect these wishes. Participation terms and conditions for seminars and courses by HumanMotion 29 January 2009

Article 9. Certification

9.1 A participant to a course or seminar is entitled to a KNGF certificate, if accreditation is granted for the concerning activity and only when the participant has attended more than 80 per cent of the activity and has successfully concluded that activity, this following the judgement of the teacher.

Article 10. Complaints

HumanMotion does everything in its power to satisfy the client, if the client has complaints about the service or product(s) that HumanMotion offers, they can file a well based complaint within a time limit of two weeks after completing the service or sale. This complaint has to be filled, by writing to the directors of HumanMotion (Mr. J Smeenge, mr. N. Smeenge en mr. A. Oltrop). The directors of HumanMotion will care for the timely and suitable solution of the complaint within two weeks after receiving the complaint. If the client isn't satisfied with the solution HumanMotion provides HumanMotion has a independent mediator that will give a final say on the matter both parties, client and HumanMotion. Complaints will always be confidential. Complaints will be saved in our system as long as the complaint is relevant for both sides.

Article 11. Film and/or audio material(s)

The contractor or the contractor assigned participant agrees by signing up and partaking in a course or congress that his image and his voice can be used by Humanmotion for promotional reasons