



Purspective General Terms and Conditions

General

1. These general terms and conditions apply to all instructions, trainings and courses, of any kind whatsoever, that Purspective provides for its account for the benefit of students, as a group or otherwise. In addition, these terms and conditions apply to all other services to be provided by Purspective, such as consultancy, process coaching etc.
2. The principal is the natural person or legal entity who pays the costs for the activities to be performed by Purspective, also when the persons for whom the activities are actually performed are other persons.
3. Purspective shall perform its paid activities by order of an agreement that is understood to consist of the whole of rights and duties ensuing from the signed order agreement and in as far as applicable the General Terms and Conditions, the enrolment form, the training information, the course roster and the documents (course information) that are included in the study material.

Individual students

4. In as far as instructions and/or trainings for individual students are concerned, the agreement is concluded by enrolment of the student for a training or for one or more modules as listed on the enrolment form. In as far as the student is not a contract party, he or she is assumed to legally represent the contract party for enrolment purposes. The enrolment form must be sent to Purspective. On receipt of the form Purspective shall send a confirmation of the enrolment to the student, thereby concluding the training agreement.
5. Training positions are allocated by order of received enrolment forms. Purspective reserves the right to enrol students within its responsibility according to the law.

Group trainings and other services

6. Group trainings are understood to be trainings where Purspective provides the same instruction or training for the benefit of more than one person employed by or connected with the organisation of the principal. In as far as their tenor does not oppose this, the provisions of articles 4 and 5 similarly apply.
7. An agreement to provide group trainings and/or other services is concluded by returning a signed quotation sent by Purspective to the principal for that purpose, or any other kind of written confirmation, including via e-mail.

Performance

8. If after the agreement has been concluded it is found that the activities to be performed or the training/module cannot take place for any reason whatsoever on the part of Purspective, the agreement shall be dissolved and the contract party shall be entitled to restitution of any amounts already paid.
9. At all times, Purspective shall make every effort to provide sufficiently qualified trainers/instructors to carry out the activities that Purspective has pledged to undertake.
10. In as far as it has been specifically agreed that certain persons shall perform the activities, Purspective shall make every effort to ensure that these persons perform the activities, barring force majeure like for instance illness. In that case Purspective shall make every effort to substitute sufficiently qualified staff and if this proves to be impossible the activities are postponed until a later date.
11. In as far as instructions and/or trainings are concerned, Purspective and/or its trainers have the right to make minor changes in the predetermined training programme on the basis of their experience and skills, in as far as this is deemed to be in the interest of the training.
12. The copyright on materials that Purspective makes available to students and/or the principal remains with Purspective or its hired trainers. Principal and students are not allowed to copy materials without prior written permission.



Payment

13. The costs for the activities to be performed must be paid before the start of the activities on the basis of the invoice sent to the principal. In case of other agreements every (partial) invoice from Purspective must be paid within 30 days after the date of invoice.

14. If payment is not received in time, Purspective is entitled to charge legal interest over the invoice amount, as well as extrajudicial costs with a minimum of 10 % of the invoice amount.

Cancellation

15. Principal or students may cancel the activities, provided this is done by means of a registered letter. Depending on when Purspective receives the notice of cancellation, the agreement can be dissolved with the following penalties:

- up to 90 days before the start of the course period an amount of €250.-- must be paid;
- from 90 to 60 days before the start of the course period the principal must pay 25% of the total training costs (costs for instruction/training, plus any costs for reserved accommodation);
- from 60 to 30 days before the start of the course period the principal must pay 50% of the total training costs;
- from 30 to 15 days before the start of the course period the principal must pay 75% of the total training costs
- from 15 days before the start of the course period the total amount for the services to be provided must be paid.

16. In the case of individual trainings students are allowed, in consultation with Purspective, to have themselves replaced by other persons, provided that these persons are sufficiently qualified (such at the sole discretion of Purspective). In the case of group trainings, the principal is authorised to appoint the students up to the agreed number of participants. In any case training certificates are only issued to students who have completed an entire course.

Liability

17. Purspective shall carry out its activities with all due care and attention that may be expected of Purspective and shall make every effort to achieve the goal that the parties have agreed upon when they concluded the agreement. However, unless expressly agreed otherwise and with reference to this article, Purspective shall not be obliged to achieve a result.

18. Purspective shall not be liable for any damage, either direct or consequential that is caused as a result of the application of skills and/or knowledge from the trainings. Nor shall Purspective be liable for damage, either direct or consequential that is caused by and/or during the use of matters and/or services supplied by or on behalf of Purspective. This exclusion of liability also applies if Purspective uses third party services to execute the agreement.

19. In any case the liability of Purspective shall be limited to the amount of the (partial) invoice that is payable for the services that give rise to the perceived liability.

20. The contract party shall together with the students be severally liable for the whole of any damage caused by students and/or employees of the principal to properties of Purspective or third parties that Purspective uses to execute this agreement.

Applicable law

21. These Terms and Conditions are subject to Dutch law.