

General terms and conditions MvB InZicht

1. Definitions

- 1.1. General conditions: these general terms and conditions of MvB InZicht and all labels that form part thereof.
- 1.2. MvB InZicht: MvB InZicht (Chamber of Commerce no. 09204926), Hond Inzicht, Hersenwerk voor Dieren, Angst voor Honden, Coachen naar Inzicht, VIK Kennisplatform and the services offered in the online store.
- 1.3. Coaching: coaching during training sessions or personal coaching and counselling processes.
- 1.4. Training course: training course or course day(s), which can be participated in by means of registration.
- 1.5. Training: training, coaching or teaching day, or any other form of training by MvB Inzicht. A training can consist of multiple training modules or multiple coaching sessions, and can also take place partly or fully online and without the intervention of a trainer.
- 1.6. Offer: any offer by MvB InZicht to enter into an agreement, whether or not at the request of a client.
- 1.7. Agreement: any agreement between MvB InZicht and a client.
- 1.8. Client: the party (private person or business) who enters into an agreement with MvB InZicht.
- 1.9. Educator: the person who provides the training, coaching or day of instruction.
- 1.10. Parties: MvB InZicht and Client together.
- 1.11. In writing: by letter or by email.
- 1.12. Corporate client: the person who as a sole proprietor or on behalf of a company concludes an agreement with MvB InZicht.

2. Applicability

- 2.1. The general terms and conditions apply to every offer and agreement of MvB InZicht and its labels, unless they are deviated from in the additional general terms and conditions or in any other way.
- 2.2. The general terms and conditions can only be deviated from in writing.
- 2.3. If MvB InZicht, when concluding an agreement, agrees with the client on a deviation from these general terms and conditions, the client cannot appeal to this in later agreements.
- 2.4. MvB InZicht is allowed to change these general terms and conditions at any time. The latest version will be published on the website(s). Existing clients will be informed.
- 2.5. Contrary to 2.4, private clients have the right to dissolve the agreement in case of substantial interim changes to the general terms and conditions.
- 2.6. Any general terms and conditions of the client are hereby expressly rejected.

3. Conclusion of the Agreement

- 3.1. The agreement is concluded after MvB InZicht has accepted the registration in writing.

3.2. The agreement is not concluded if the client does not meet the conditions of a course. If there are any conditions for registration, they are mentioned in the course information on the website concerned.

3.3. The agreement is exclusively made between Mvb InZicht and the client.

4. Execution of the Agreement

4.1. Agreements made with MvB InZicht lead to an obligation to perform to the best of one's ability, not to an obligation to achieve a certain result. In performing her activities, MvB InZicht will exercise the care of a good contractor.

4.2. MvB InZicht works with house rules and conditions for participation in a training course. These rules and conditions are an integral part of the agreement. If the client repeatedly violates these rules and conditions during the course, the client can be excluded from further participation. In such cases there is no right to reimbursement of tuition fees.

4.3. MvB InZicht has the right to have (parts of) the agreement executed by third parties.

5. Confidentiality

5.1. All information provided by the client will be treated confidentially by MvB InZicht and/or third parties it engages.

6. Prices

6.1. All prices mentioned by MvB InZicht are in Euros and include VAT, unless otherwise stipulated when concluding the agreement.

6.2. Current prices can be found on the website(s).

6.3. MvB InZicht can adjust prices at all times. The adjustments do not affect existing agreements.

7. Invoicing and payment

7.1. MvB InZicht invoices after the agreement has been concluded.

7.2. The payment must be made within 10 days after the invoice date. If the project starts within 10 days after the invoice date, the payment must be made before the start of the project.

7.3. Registrations via the online store must be paid for immediately.

7.4. If payment is not made on time, the client is not entitled to the training course.

7.5. If payment has not been made within 10 days of the invoice date, a reminder letter will be sent. If the client has not paid within 14 days after the reminder, he is automatically in default. MvB InZicht will in this case charge 15% collection costs (with a minimum amount of 40 Euros) in addition to the legal interest.

7.6. All (extra) judicial costs related to the collection of payments will be charged to the client.

8. Rescheduling or cancellation by MvB InZicht

8.1. MvB InZicht is entitled to move a training course, a training module or a coaching session to another training location, another date and/or another time without giving any reason, in which case the client has the right to cancel the moved training course, training

module or coaching session, free of costs. In this case the client is entitled to a refund of the price paid to MvB InZicht for the cancelled course, training module(s) or coaching session(s).

8.2. MvB InZicht has the right to cancel a course, a training module or a coaching session without giving any reason, in which case the client is entitled to a refund of the price paid to MvB InZicht for the cancelled course, training module(s) or coaching session(s).

9. Cancellation by the client

Right of withdrawal for private clients

9.1. With the exception of the situations mentioned in 9.3 and 9.4, every private client has the right to cancel the agreement during a period of 14 calendar days after it was concluded, without having to give reasons. In the event of a distance contract that relates exclusively to registration for a course via the website or telephone, the period of 14 calendar days starts on the day of registration.

9.2. If a training course starts partially within 14 calendar days after the agreement is concluded, the costs will be settled proportionately when making use of the right of withdrawal.

9.3. Enrolment in a training programme that takes place entirely within 14 calendar days after the agreement is concluded or the enrolment is made, is only possible if the right of withdrawal is waived.

9.4. The right of withdrawal does not apply to training courses that are fully online and where the entire content is immediately accessible to the student after payment.

Cancellation and early termination by corporate client

9.5. For corporate clients, there is no right of withdrawal or cooling-off period and the quotation is leading. In the event of cancellation before the start of the training, there will be no refund.

9.6. In the event of cancellation, the client may allow a substitute to attend the course. The substitute must meet the conditions of the course. This will be assessed by the trainer. After the substitute has paid the tuition fee, the tuition fee is refunded to the client. An administration fee of 75 Euros will be deducted from this refund.

9.7. Premature termination is possible at all times. In the event of premature termination, the client is not entitled to any refund of the costs.

9.8. Cancellations and early terminations must be made in writing.

Cancellation and early termination by a private client

9.9. The client can cancel the training course free of charge up to 21 days before the start.

9.10. When cancelling within 21 days before the training starts, there will be a partial refund. MvB InZicht can deduct 1/3 of the paid tuition fee for already made costs, salary payment and lost income.

9.11. When cancelling a course, the client can let a substitute take part in the course. The substitute must meet the conditions of the course. This will be assessed by the trainer. After the substitute has paid the tuition fee, the tuition fee is refunded to the client. An administration fee of 75 euros will be deducted from this refund.

9.12. Premature termination is possible at all times. When terminating the course, the client is entitled to a partial refund of the tuition fee. MvB InZicht can withhold the following wages and expenses at an early termination of the agreement:

- a Costs of materials
- b Costs made for the days of training already followed and still to be followed.
- c After deduction of the costs mentioned under a and b, a maximum of 1/3 of the remaining tuition fee can be deducted for incurred losses and lost profits.

9.13. Cancellations and early terminations must be made in writing.

10. Liability

10.1. MvB InZicht shall not be liable for any damage occurring during or after the execution of the agreement unless otherwise provided in this article and up to the limits stated therein.

10.2. MvB InZicht is explicitly not liable for

- failure to achieve the desired result
- sickness or injury caused to animals during training
- damage caused by an animal of the client
- indirect damage
- damage caused by not, or not properly, following instructions

10.4. The total liability of MvB InZicht for damages suffered by the client as a result of a culpable shortcoming in the fulfilment of the agreement is limited per event or a series of related events to the amount paid by the insurer of MvB InZicht, increased by the amount of own risk which results from the policy conditions. If, for any reason whatsoever, no monies are paid out under the aforementioned insurance, any liability shall be limited to the amount of the invoice.

10.5. The exclusions and limitations referred to in this article will cease to apply in the event of intent or deliberate recklessness.

10.6 The client is liable for all damages caused by themselves or by animals brought along. Liability insurance is therefore a mandatory condition for participation in a training of MvB InZicht.

10.7. If the client is a consumer, the legal liability rules will apply.

11. Intellectual property rights

11.1. As far as copyrights, brands, models, trade names or other rights of intellectual property rest on products and services delivered by MvB InZicht in execution of the agreement, MvB InZicht is and will remain the holder (by virtue of licenses from third parties), respectively the owner of these rights. The client only obtains a non-exclusive and non-transferable right of use insofar as this is necessary for the execution of the agreement.

11.2. The client may only use the material carriers of these rights for the purpose for which they have been provided to the client, may not reproduce them and may not change or remove any copyright, brand name, model name, trade name or other indications.

11.3. The use of logos and brand names of MvB InZicht is only allowed after written consent.

12. Personal Data



12.1. MvB InZicht processes personal data provided by the client in accordance with its privacy statement.

13 Applicable law and complaints

13.1. The agreement shall be exclusively governed by Dutch law.

13.2. The complaints procedure applicable to study programmes is shared via the study guide.

13.2. Other complaints can be submitted via office@mvbinzicht.nl.

The Dutch text of these General Terms and Conditions shall prevail over versions in any other language.