



Terms and Conditions

Enhance Facilitation will conduct her work in a professional manner and to the best of her ability and will adhere to the requirements of accuracy, validity, fairness and reliability. This means that the following provisions apply.

Article 1. Applicability

1.1 These terms and conditions apply to all agreements between Enhance Facilitation and clients concerning participation in or instruction to develop and facilitate training, coaching or other activities.

1.2 Deviations from these conditions are only binding if confirmed in writing.

Article 2. Basis

Proposals and activities are based on information provided by the client. The client warrants that to the best of his knowledge, all the essential information for the design and implementation of the assignment has been provided.

Article 3: Cancellation or delays by the customer

3.1 The client has the right to cancel with a written confirmation to Enhance Facilitation.

3.2 If canceled up to four weeks before the start of the first training day, the client is obliged to pay 50% of the amount agreed for facilitating the training and all development costs as well as any travel and accommodation costs (as referred to in article 7.2) made so far.

3.3 If canceled less than four weeks before the first training day, the client is obliged to pay 100% of the amount agreed to facilitate the training and all development costs as well as any travel and accommodation costs (as referred to in article 7.2) made so far

3.4 Upon premature cancellation of a program consisting of several training sessions, Enhance Facilitation will require payment for all work done and expenses made so far.

3.5 In the event that the client or a participant appointed by the client, prematurely terminates participation in a training or otherwise stops to participate in the training, the client is not entitled to a reduction in payment.

3.6 Refunds to the client take place within four weeks of cancellation.

Article 4: Cancellation by Enhance Facilitation

4.1 Enhance Facilitation has the right to suspend its obligations if, as a result of changes in circumstances that could not be reasonably expected at the time of signing the agreement and outside her sphere of influence, is temporarily unable to fulfill her obligations.

4.2 In addition, force majeure, natural disasters or a binding negative travel advice for a destination country and / or region is reason for cancellation by Enhance Facilitation.

Article 5: Confidentiality

Both parties are required to protect and preserve any confidential information they obtained during the period of their agreement, from each other or from another source. Information is confidential if it is designated cost accordingly by the other party or if this results from the nature of the information. In the event of termination of an agreement, for whatever reason, the intended confidentiality obligations remain in force.



Article 6. Intellectual property

6.1 Unless otherwise agreed, the models, techniques, approaches, software and training materials remain the property of Enhance Facilitation.

6.2 The client shall, without the consent of Enhance Facilitation, not disclose any information to third parties about the approach, method, etc. of Enhance Facilitation or make any materials available to third parties .

6.3 The client is allowed to reproduce training materials for internal use as far as the extent is appropriate within the purpose of the assignment.

Article 7: Prices

7.1 All prices are exclusive of VAT

7.2 The price does not include any accommodation cost, travel expenses and costs for artwork and printing of customized training materials, unless explicitly agreed otherwise in writing.

Article 8: Payment

8.1 Enhance Facilitation sends an invoice for the fees and expenses payable by the client. The fees and expenses (as referred to in Article 7.2) that are not included in the fees are invoiced monthly. Payment must be made within fourteen days after the invoice date

8.2 If the client does not pay within the agreed period, he is, without any notice, in default. Enhance Facilitation shall be entitled to charge statutory interest as of the payment due date.

8.3 If the customer is in default with payment or the fulfillment of any other obligation under the agreement, Enhance Facilitation shall be entitled, without judicial intervention, to proceed to fully or partially terminate the Agreement, whereby the right of Enhance Facilitation to claim compensation shall apply without prejudice.

8.4 If the client is in default or otherwise falls short in fulfilling one or more of its obligations, then all reasonable costs incurred in obtaining compensation, both judicial and extrajudicial, shall be charged to the client

8.5 Both Enhance Facilitation and the client may terminate this Agreement immediately if the other party has applied for bankruptcy or has been declared insolvent, or - in case the client is a natural person - has been placed under guardianship or dies.

Article 9: Liability

Enhance Facilitation is liable for shortcomings in the execution of the agreement, insofar that these are the result of disregarding the expected level of accuracy, expertise and professionalism by Enhance Facilitation in developing and facilitating training in the context of the agreement. The liability for the damage caused by the shortcomings is limited to the fee that Enhance Facilitation has received for her work in the context of the assignment.

Article 10: Involvement of third parties

Involving and engaging third parties by Enhance Facilitation in the execution of a agreement shall only happen after consultation and with written consent of the client.



Article 11. Disputes and complaints

If, in the context of, or as a result of the agreement, a dispute arises between the client and Enhance Facilitation, the parties shall endeavor to settle the dispute by amicable agreement. This includes the possibility of jointly referring the dispute to an independent expert for advice or mediation. If the dispute or complaint is not resolved by this procedure, it will be submitted to the competent court.

Article 12: Applicable law

All agreements between the client and Enhance Facilitation are governed by Dutch law only, excluding any other law.