



Agreement: Terms of Training

Govert van Ginkel and Bridging Spaces provides training in the field of Empathic/Compassionate Communication, stress prevention and management which is offered in the form of workshops and trainings under the name of Bridging Spaces and Govert van Ginkel.

THESE TERMS APPLY TO:

Art. 1. These terms apply to all agreements between Bridging Spaces/Govert van Ginkel and its trainers (here after "Bridging Spaces") and participants of Empathic/Compassionate Communication training or workshops or other clients who contract Bridging Spaces to give a (in-company) training, workshop or other form of education or consultation on their behalf.

Art. 2. The agreement comes into existence when a registration form has been signed by a participant or letter or e-mail of confirmation confirming receipt of registration has been sent to the participant or client. Offers for in-company training will constitute a contract after receipt by Bridging Spaces of a signed and dated offer confirming the contract.

CANCELLATION TERMS:

Art. 3. The participant or client has the right to cancel participation or the assignment of a contract by registered mail. Confirmation of cancellation by Bridging Spaces in response to an e-mail will also be a valid form of cancellation.

Art. 4. The participant or client may exercise this right up to 31 calendar days before the first day of the training for which a cancellation fee of 20% of the participation fee or sum of the contract for in-company training will be paid to Bridging Spaces

Art. 5. Cancellation by the participant or client within less than 31 calendar days before the first day of the training day, or if the participant or client cancels the training during or after the first training day or ends his participation for other reasons, he will pay the full participation fee, including any outstanding instalments of a staggered payment.

Art. 6. The participant or client can substitute trainees provided they fulfill the admission requirements for the training provided. There are no extra charges.

Art. 7. If due to demonstrated extraordinary circumstances (force majeure) the agreed upon training cannot take place, Bridging Spaces is willing to consider an alternative date suggested by the client for the same training. The decisions on this matter lies fully and only with Bridging Spaces. The participant or client will pay an additional 10% of the total cost or sum of the training of training if a new date is agreed upon.

Art. 8. Bridging Spaces has the right to cancel a training or to refuse admission of a participant and will state the reasons for doing so. If Bridging Spaces cancels the training, the participant or client is entitled to a refund of the full sum paid to Bridging Spaces.

PAYMENT:

Art. 9. Participants will receive an invoice from Bridging Spaces and full payment of the participation fee needs to be made 30 days prior to the start of the training, if that time has already expired payment needs to be made at least within 14 days after receiving the invoice but always before the start of the training. Clients need to pay within 30 days after receiving the invoice for the (in-company) training.

Art. 10. Travel, food and overnight accommodation is not included in the price of the training unless mentioned otherwise in the Bridging Spaces brochure or offer for that particular training.

Art. 11. The participant agrees to pay to Bridging Spaces all legal and other fees required if payment has not been made in time as mentioned above.

INTELLECTUAL PROPERTY:

Art. 12. All rights concerning intellectual property, including copyright, pertaining to all training materials, manuals, brochures, sheets, audio and video recordings etc. are and remain the property of Bridging Spaces or its licensor. Video or audio recordings during the training are forbidden unless express written consent has been obtained from Bridging Spaces for this purpose. The handing out of any material to the participant during the training does not constitute a transfer of any right of intellectual property.

LIABILITY BRIDGING SPACES:

Art. 13.

sub 1: Bridging Spaces will do its best to give the training to the participant's satisfaction.

sub 2: Bridging Spaces is not liable for what a participant does with the knowledge/information acquired during the training.

sub 3: Bridging Spaces is only liable in case of mal intent or gross violation of responsibilities as stated by Canadian law. In other cases Bridging Spaces is exempt from liability for any damage whatsoever unless Bridging Spaces has an insurance policy that covers the claim and the insurance company recognizes and pays the claim.

sub 4: Bridging Spaces is never liable for consequential loss and therefore never required to pay any damage pertaining to: loss of profits or other trading loss, personal injuries, any claims of third parties that are made against the participants or any other damage whatsoever.

sub 5: All liability is limited to the amount of the participation fee the participant has paid or the sum paid for the trainer(s) mentioned in the offer for in-company training. This includes Cancellation of a training by Bridging Spaces

RELEASE:

Art. 14. In consideration of being able to participate in the Bridging Spaces training, I, the participant, for myself and my Heirs, release and discharge Bridging Spaces and its trainers from all claims or causes of action, present or future, arising from physical, emotional, or psychological injury, death and/or property damage suffered by me or any other person, resulting directly or indirectly from my participation in the Bridging Spaces training and the associated activities, including, without limitation, injury or damage caused in whole or in part by errors in judgment and/or any other negligence of Bridging Spaces.

I understand and accept that by signing this agreement, I surrender all rights to make a claim or file a lawsuit against Bridging Spaces and its trainers for personal injury, property damage, wrongful death, product liability (including strict liability), breach of warranty or contract, or under any other legal theory, unless the claim arises from the intentional wrongful act, recklessness, or gross negligence of Bridging Spaces or its trainers.

APPLICABLE LAW AND COURT:

Art. 15. The terms of this agreement have been made under Canadian law. Any and all conflicts pertaining to this agreement will only be presented and decided by the Provincial court of Alberta, Canada. If any portion of the agreement is held invalid, the remainder of the Agreement will still continue in full legal force and effect by any law and court. By executing this agreement I am expressly waiving any and all rights to litigate any claim in any state or federal court other than mentioned here.