

*[This document is provided for information purposes only as an English translation of the original Dutch text. In case of any discrepancy, the Dutch version shall be decisive and legally binding.]*

## **GENERAL TERMS AND CONDITIONS – Nederlandse Stichting Gestalt (NSG)**

### **Article 1 – Definitions**

In these General Terms and Conditions, the following definitions shall apply:

**General Terms and Conditions:** these general terms and conditions.

**Client:**

any private individual who purchases a Gestalt Training from NSG, or (ii) any company, institution, or private individual who purchases an In-company / Custom Training from NSG.

**In-company / Custom Training:**

a Training provided by NSG for a Client in a closed setting for a group of participants designated by the Client.

**Location Costs:**

the costs for the venue that is made available by NSG during a Training.

**Study Materials:**

training, teaching, or instructional materials, documentation, or any other material in whatever form, used as part of the Training.

**Training:**

a training, course, refresher training, further education, course of study, theme day, workshop, or any other form of education provided by NSG.

NSG provides a Training in the form of an In-company / Custom Training or a Training.

A Training may be divided into one or more training module(s) and may be spread over several academic years.

**Distance Contract:**

a Training Agreement that has been concluded in such a way that exclusive use has been made of one or more techniques for distance communication within the meaning of Article 6:230g sub e of the Dutch Civil Code, such as electronic communication (e-mail).

**External Examination:**

an examination for a Training other than an NSG examination as referred to in Article 8 paragraph 7, and which does not form part of the relevant Training.

**Price:**

the price for a Training, including all additional costs and taxes.

**Training Agreement:**

an agreement, including a Distance Contract, between NSG and a Client relating to the provision of a Training by NSG, whether or not for the benefit of employees of that Client.

**Website:**

the NSG website: [www.nsgestalt.nl](http://www.nsgestalt.nl)

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**Article 2 – CRKBO, NVAGT, EAGT**

NSG is recognised by CRKBO, NVAGT, and EAGT.

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**Article 3 – Applicability**

1. These General Terms and Conditions apply to all quotations, offers, and services of NSG and to all Training Agreements concluded by NSG, unless expressly deviated from in accordance with Article 3 paragraph 3.
  2. By enrolling in a Training, the Client accepts the applicability of these General Terms and Conditions. NSG expressly rejects the applicability of the Client's general terms and conditions, under whatever name.
  3. Deviations from these General Terms and Conditions are valid only if expressly agreed in writing between NSG and the Client. For the purposes of these General Terms and Conditions, "in writing" also includes any form of electronic communication (for example e-mail or via the Website).
  4. In cases where the relevant Training Agreement and/or these General Terms and Conditions do not provide, NSG shall make arrangements in accordance with reasonableness.
  5. The full or partial invalidity or unenforceability of one or more provisions of these General Terms and Conditions does not affect the validity or enforceability of the remaining provisions. If a provision proves to be invalid or unenforceable, NSG and the Client shall replace the invalid or unenforceable part with a provision that is valid and enforceable and whose legal consequences, having regard to the content and purpose of the relevant provision, correspond as closely as possible to those of the invalid or unenforceable part.
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#### **Article 4 – Offer**

1. NSG issues the offer preferably in writing.
  2. The offer contains a description of the Training and/or of the Study Materials that form part of the Training.
  3. The offer states at least the following information clearly and comprehensibly:
    1. the manner in which the Training Agreement will be performed;
    2. when the Training commences;
    3. the conditions under which the Training may not take place;
    4. where applicable: the admission requirements for participation in the Training;
    5. the Price, including all additional costs and taxes;
    6. the method of payment;
    7. the duration of the Training Agreement.
  4. These General Terms and Conditions are expressly brought to the Client's attention prior to the conclusion of the Training Agreement and form an integral part of NSG's general information provision. At the Client's request, NSG will send a copy of the General Terms and Conditions free of charge.
  5. Without prejudice to the provisions of paragraphs 1 to 4, in the case of a Distance Contract the offer additionally includes the following information:
    1. the identity and address of NSG, including the visiting address of its establishment;
    2. the Client's right to dissolve the Training Agreement within 14 calendar days in accordance with Article 7 paragraph 1;
    3. the period during which the offer remains valid.
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#### **Article 5 – Training Agreement**

1. The Client enters into a Training Agreement with NSG by enrolling in the Training. Enrollment takes place via the registration form or by e-mail using the digital registration form provided by NSG, or via an e-mail to the NSG secretariat.
2. The Training Agreement is concluded when NSG accepts the enrollment in writing and is deemed to have been concluded at the moment NSG confirms the enrollment in writing to the Client. This confirmation also serves as proof of enrollment for the relevant Training. Compliance with any admission requirements for a Training is not a condition for the conclusion of the Training Agreement. The Training Agreement is concluded even if the admission requirements are not met.
3. In the case of in-person education, commencement of the Training means the date of the first session. In the case of distance education, commencement of the Training means the granting of access to the Study Materials offered electronically.

4. NSG is entitled to obtain information from third parties regarding the creditworthiness of a Client who has enrolled in a Training. If the outcome of such a creditworthiness check is negative, NSG is entitled to terminate the Agreement.
  5. The Client is not entitled to transfer the rights and obligations arising from the Training Agreement to a third party without the written consent of NSG. NSG may attach additional conditions to such consent.
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## **Article 6 – Cancellation of Training**

1. If, in NSG's opinion, the number of enrollments for a Training or a training module is insufficient, NSG is free to cancel the Training or to agree with the Client that the relevant Training or training module will take place at a different location, on a different date and/or at a different time. If NSG and the Client do not reach agreement on these changes, the Client is entitled to cancel the Training or training module free of charge. In that case, the Client is obliged to pay the costs for the training components already attended. No rights may be derived by the Client from cancellation of a Training by NSG due to insufficient participants.
2. Prior to the commencement of a Training, the Client has the right to cancel the Training. Cancellation may only take place in writing. The moment of receipt by NSG of the cancellation is, in the case of (i) a letter: the date of the postmark, and (ii) an e-mail: the sending date of the relevant e-mail. The scheduled commencement date of the (rescheduled) Training is decisive for determining the amount of the cancellation costs as referred to in paragraphs 3 and 4.
3. In the event of cancellation as referred to in paragraph 2 (without prejudice to the cooling-off period referred to in Article 7 where applicable), NSG is entitled to charge the Client the following costs:
  1. cancellation up to two months before commencement: 10% of the Price with a minimum of EUR 50;
  2. cancellation between two months and one month before commencement: 25% of the Price;
  3. cancellation between one month and two weeks before commencement: 50% of the Price;
  4. cancellation less than two weeks before commencement: the full Price.
4. If the Client cancels a Training after it has been rescheduled by NSG at the Client's request as referred to in Article 7 paragraph 6, NSG is entitled to charge the following costs:
  - a. cancellation between the date of rescheduling and two weeks before commencement of the rescheduled Training: 50% of the Price;
  - b. cancellation less than two weeks before commencement: the full Price.
5. If the Client cancels a Training after it has been amended by NSG at the Client's request as referred to in Article 7 paragraph 7, NSG is entitled to charge the following costs:

- a. cancellation between the date of amendment and two weeks before commencement of the amended Training: 50% of the Price of the Training for which the Client was originally enrolled, unless the Price of the amended Training is higher, in which case 50% of the Price of the amended Training applies;
  - b. cancellation less than two weeks before commencement: the full Price of the originally enrolled Training, unless the Price of the amended Training is higher, in which case the full Price of the amended Training applies.
6. Cancellation of an In-company / Custom Training by the Client may only take place before NSG has commenced execution of that Training and must be made in writing by registered letter. The date of the postmark applies as the date of receipt. Written confirmation by NSG serves as proof of cancellation.
  7. In the event of cancellation as referred to in paragraph 6, NSG is entitled to charge the following costs:
    1. after conclusion of the Training Agreement: 20% of the costs;
    2. between two months and one month before commencement: 25%;
    3. between one month and two weeks before commencement: 50%;
    4. less than two weeks before commencement: 100% of the costs.

## **Article 7 – Termination / Rescheduling / Distance Contract**

### **Distance Contract**

1. If the Client is a private individual, the Client has the right to dissolve a Distance Contract within 14 calendar days after the conclusion of the Distance Contract, without giving reasons.  
In the case of a Distance Contract that exclusively concerns the purchase of Study Materials, the period of 14 calendar days commences on the day following the day of receipt of the Study Materials.
2. In the event of dissolution in accordance with paragraph 1 of this Article, the Client must return the received Study Materials to NSG as soon as possible. NSG is entitled to charge the direct costs of return shipment to the Client. The return shipment is at the Client's risk.

### **Interim termination of the Training Agreement**

1. If the Client terminates the Training Agreement prematurely after commencement of the Training, there is no right to any refund of the amount paid or still owed by the Client to NSG, with the exception of (i) what is determined in paragraphs 4 and 5 of this Article, and (ii) the costs of Study Materials that have not (yet) been delivered.
2. In the event of interim termination of a multi-year Training, refund of the amount paid or still owed by the Client to NSG shall only take place insofar as this (i) relates to years

following the academic year in which the interim termination of the Training Agreement took place and/or (ii) insofar as this does not relate to sessions that have already taken place prior to the interim termination or modules of the Training whose costs are spread over the various academic years of the Training.

In that case, the Client is additionally liable to NSG for the surcharge for the academic years already completed and the current academic year, which surcharge shall be determined on the basis of the costs for comparable, separate (one-year) Trainings, increased by costs for enjoyed multi-year components such as portfolio supervision. Refund pursuant to this paragraph can only take place if the interim termination has occurred no later than four weeks prior to the commencement of the subsequent academic year.

3. Full or partial refund of the Price of a Training or training component(s) is at the sole discretion of NSG and is only possible in the event of interim termination of the Training Agreement as a result of serious illness or a calamity — in which case NSG may require proof thereof in the form of a medical certificate or otherwise — and insofar as the Training or training component(s) has/have not yet commenced or been scheduled. The medical certificate or other evidence must show the (medical) circumstance relied upon by the student.

### **Amendment of Training**

1. In exceptional cases, NSG may, at the request of the Client, amend a Training to another Training. The decision whether or not to amend a Training lies exclusively with NSG. NSG shall charge the Client an administrative fee of EUR 125 (EUR 50 if the Price excluding VAT is equal to or less than EUR 250), excluding VAT, for the administrative processing of such amendment.  
The Client must pay these costs, together with the full costs of the modules of the Training already commenced, within 14 days after NSG's decision to amend the Training. An In-company / Custom Training cannot be amended.
2. NSG reserves the right to amend a Training in the event of reprogramming of the requirements of an External Examination or for the purpose of a qualitative improvement of the Training.
3. In cases of force majeure, NSG reserves the right to introduce changes to Training dates, locations, and trainers.  
If Clients, due to unforeseen circumstances, decide to terminate the Training prematurely and thereby reduce the number of participants below the minimum stated in the Training Agreement, NSG may decide to adjust the Training programme.
4. NSG reserves the right to increase the group size stated in the Training Agreement by a maximum of two participants.

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### **Article 8 – Examinations**

1. Where applicable, a Training is concluded with an External Examination. Reference is made to the Training Agreement in this respect.
  2. If an examination institute administers an External Examination for a Training, the Client is responsible for timely registration and for complying with the other (payment) conditions of such External Examination.  
NSG accepts no responsibility or liability whatsoever in connection with External Examinations.
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## **Article 9 – Payment**

1. If the Client is a private individual, payment takes place by means of an invoice. The Client shall pay the amounts due to NSG. In some Training Agreements it is stipulated that the Client may pay in instalments.  
The Client is responsible for ensuring that payments are made no later than the due date stated on the relevant invoice.
2. If this option is offered, the Client may pay the costs of a Training in instalments or by a single payment. In that case, the Client must indicate the chosen method of payment upon enrolment for the Training. This choice cannot be changed after enrolment.  
A surcharge is applied for payment in instalments.
3. Payment must be made no later than the due date stated on the relevant invoice. NSG aims to send the (first) invoice to the Client two weeks prior to commencement of the Training. NSG applies a payment term of 14 days.
4. The Client must have paid the full costs of an In-company / Custom Training to NSG prior to the first session of that Training.
5. If the Client has not paid the amount due in full within the specified period, NSG shall send the Client a payment reminder offering the Client the opportunity to pay within 14 days.  
If the Client has not paid the amount due in full within that period, the Client shall be in default without further notice of default.
6. If a Client fails to pay within the specified period, additional costs incurred by NSG to collect the amount due shall be borne by the Client. These costs amount to at least 10% of the amount due, with a minimum of EUR 115.  
If the Client is a private individual, the additional costs shall be calculated in accordance with applicable statutory regulations.  
In the event of late payment, NSG shall transfer the claim to a collection agency.
7. Without prejudice to the Client's other obligations, the Client owes statutory interest on the outstanding amounts from the due date of the invoice until the date of full payment.  
If the Client has chosen payment in instalments and fails to meet the payment obligation, all instalments shall become immediately due and payable from the moment of default.

8. If the Client is a private individual and the Client's employer has jointly entered into the payment obligation in connection with the Training and/or has co-signed the Training Agreement, both the Client and the employer are jointly and severally liable and obliged to pay all amounts that the Client owes or may at any time owe to NSG under the Training Agreement.

The employer's joint and several liability remains in full force in the event of interim termination of the employment relationship between the Client and the employer.

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#### **Article 10 – Identification**

1. Upon enrolment for a Training, the Client is obliged to state the correct and complete name of the Client as shown on a valid identification document and, where applicable, of the participant who will attend the Training, on the enrolment form.
  2. Anyone attending a Training is obliged to carry, during the Training sessions, the written confirmation referred to in Article 5 paragraph 2 in combination with a valid identification document and to present these upon request by the instructor or another official of NSG.
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#### **Article 11 – Price**

1. The costs of each Training and the method of payment (as well as whether payment in instalments is possible for that Training) are stated in the brochures and on the Website. The Location Costs and arrangement costs form an inseparable part of the total costs of the Training.
  2. Interim cost-increasing factors (including but not limited to purchase prices, exchange rates, wages, taxes, duties, charges, and freight) arising after the conclusion of the Training Agreement may be passed on by NSG to the Client.
  3. If the Client is a private individual and the cost-increasing factors referred to in paragraph 2 lead to a price change of a Training within three months after conclusion of the Training Agreement, the Client has the right to dissolve the Training Agreement.
  4. All amounts stated by NSG are inclusive of VAT.
  5. NSG shall always charge the applicable VAT rate on any arrangement costs.
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#### **Article 12 – Liability of NSG**

1. In the event that NSG is liable for damage suffered by the Client or by participants in a Training, such liability, regardless of the legal basis, is in all cases limited to direct

damage (liability for indirect damage — such as consequential damage, delay damage, loss of profit, and loss of turnover — is therefore excluded).

The foregoing does not apply in the event of intent or gross negligence on the part of NSG's senior management.

NSG's liability towards the Client for any damage suffered is limited to the amount paid out under its public liability insurance.

2. NSG is not liable for damage to property of the Client or of participants in a Training.
3. NSG is in no way liable for damage of whatever nature resulting from (possible) incorrect or incomplete information / recommendations / advice provided in connection with the Training.  
This includes, among other things, information / recommendations / advice provided by the instructor or via the Study Materials, the brochure, or any other work arising from or related to a Training.
4. NSG is not liable if a participant fails to observe (safety) instructions. The Client bears responsibility for their own psychological functioning during the Training.
5. The limitation of liability described in this Article also extends to all persons for whom NSG is responsible (such as persons employed by NSG or appointed by NSG for the performance of the Training Agreement).
6. If the Client does not personally participate in the Training, the Client warrants that the participants for whose benefit the Training was purchased have accepted the above limitations of liability.

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### **Article 13 – Delivery of Study Materials**

1. NSG shall deliver the Study Materials to the Client in a timely manner prior to commencement of the Training.
2. All delivery periods applied by NSG for Study Materials are determined to the best of its knowledge on the basis of information known to NSG at the time of conclusion of the Training Agreement.  
NSG accepts no responsibility for exceeding delivery periods.
3. NSG is not bound by delivery periods that cannot be met due to unforeseen circumstances arising after conclusion of the Training Agreement.
4. In the event of shipment of Study Materials abroad, the actual costs according to the applicable basic rates of PostNL shall be charged, increased by 10% for administrative processing.

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### **Article 14 – Instructor / Examiner Unavailability**

1. In the event of illness and/or unavailability of an instructor or an examiner, NSG shall, insofar as possible, arrange equivalent replacement.  
If replacement proves impossible, NSG shall inform the Client as soon as possible and make a proposal for alternative dates on which the Training or the NSG examination will nevertheless take place.
  2. In the event of illness and/or unavailability of an instructor or an examiner, the Client is not entitled to any (damage) compensation.  
NSG shall not charge any additional costs for providing training days arising from illness and/or unavailability of an instructor.
  3. A Client may not free of charge (i) cancel a Training or an examination due to the unavailability of an instructor or examiner, or (ii) terminate the Training Agreement prematurely due to the unavailability of an instructor.
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### **Article 15 – Confidentiality**

NSG, its staff, and/or persons working for NSG shall treat the information provided by the Client confidentially. NSG complies in this respect with applicable privacy legislation.

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### **Article 16 – Personal Data**

NSG processes the personal data provided by the Client in accordance with the guidelines of NVAGT and EAGT and the privacy legislation (GDPR) introduced on 25 May 2018.

The Client guarantees that the data subjects whose personal data are provided have been informed about the processing of their data by NSG.

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### **Article 17 – Intellectual Property Rights**

1. All intellectual property rights, including copyright, relating to the Study Materials provided and compiled by NSG (excluding commercially available books) are vested in NSG.  
Nothing from these publications may be reproduced and/or made public without NSG's written consent.
  2. The Client warrants that drawings, models, materials, or other works provided by the Client or by participants for whose benefit the Training was purchased do not infringe or violate any intellectual property rights of third parties.
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## Article 18 – Amendment of the General Terms and Conditions

The General Terms and Conditions may be amended by NSG. Notification shall take place by means of a personal notice or by means of a general notice on the Website.

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## Article 19 – Complaints Procedure

1. During the Training programme, events and situations may arise that lead the student to wish to submit a formal complaint. These events may occur between students mutually or in relation to staff members or members of the organisation. Confidentiality is considered a primary requirement in the complaints procedure.
2. The Training Agreement is governed by Dutch law.
3. If the Client is a private individual, disputes between the Client and NSG concerning the conclusion or performance of agreements relating to services and goods to be supplied or supplied by NSG may be submitted by either the Client or NSG in accordance with the complaints procedure described in the NSG Study Guide.
4. The Board of NSG shall only consider a dispute if the Client has first submitted the complaint to NSG and this has not led to a solution satisfactory to both parties.
5. **Procedure**

Complaints must be submitted in writing to the training coordinator. Within four weeks after the date of submission, receipt shall be confirmed in writing. The coordinator shall investigate the complaint and, if necessary, contact all parties involved for further information, opinions, and possible solutions.

If necessary, a meeting with all parties involved shall be held in order to discuss the complaint further and thus arrive at a decision acceptable to both parties.

The maximum period for this is six weeks from confirmation of receipt of the complaint. If no solution satisfactory to all parties is reached, the complaint shall be forwarded to the chair of the NSG Board. The chair shall review all information again and organise a meeting with the student to further discuss the problem and possible solutions.

The chair, in cooperation with the coordinator of the education committee, shall reach a final decision. The maximum period for this is four weeks.

Complaints must be handled within the established time limits. If a longer period is required for investigation, the complainant must be informed thereof within the established time limits, with an explanation of the delay and an indication of when a decision is expected.

In all circumstances, a written record of the complaint, the procedure followed, and the final decision shall be sent to the complainant, the coordinator of the education committee, and placed in the confidential file of the secretariat, where it shall be kept for at least ten years.

If a student does not reach a satisfactory resolution of the complaint, the student may submit the complaint to the Chamber for Ethical Issues of the NVAGT, in which case the

procedures and time limits of the NVAGT shall apply.

The decision of the Chamber for Ethical Issues is binding on NSG. Any consequences shall be handled promptly by NSG.

6. If NSG wishes to submit a complaint to the Board or to the Ethical Chamber of the NVAGT, NSG must first ask the Client in writing to state within five weeks whether the Client agrees. NSG must announce that after expiry of this period NSG considers itself free to submit the dispute to the ordinary courts.
  7. Only in those cases for which, in formal education, a binding statutory dispute resolution scheme applies — such as for examinations of the Client — shall the provisions of paragraphs 2 through 8 of this Article not apply.
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**Drawn up in Amsterdam, June 2018.**