

General terms and conditions Barens Consultancy

General terms and conditions apply to agreements regarding training and coaching, unless otherwise discussed and recorded in writing.

General conditions for training, group work and team coaching

Article 1. Confirmation

1. Barens Consultancy and the client confirm their collaboration orally and by means of a written signed order confirmation.

Article 2. Materials and intellectual property

1. Only when agreed in writing does each participant receive a hand-out with the topics, cases, assignments and exercises discussed. Up to 2 months after the last training day, participants can contact the trainer for questions regarding the training topics.

2. The materials made available by the trainer during courses, training and advisory relationships are the (intellectual) property of Barens Consultancy and can be copied with Barens Consultancy if previously agreed.

Article 3. Liability

1. Barens Consultancy undertakes to carry out the assignments given to the best of its knowledge and ability. There is always an obligation of best efforts and never an obligation of result.

2. Barens Consultancy or its employees, employees or the specialists hired by Barens Consultancy are not liable for any - direct or indirect damage, in whatever form and regardless of the cause, which the client and participants might suffer as a result of - or during or after the execution of an assignment that is or could be related to the training.

3. Any damages to be determined will not amount to more than the set fee that Barens Consultancy has charged.

Article 4. Additional work, payments and cancellations

1. Additional work is confirmed in writing after consultation between the client and Barens Consultancy.

2. Payment within 14 days after the invoice date. Invoicing takes place afterwards. If the due date is exceeded, Barens Consultancy is entitled to charge the statutory interest.

3. Cancellation by the client must be done in writing. The cancellation costs amount to 25% of the costs if the cancellation occurs within 28 days prior to the execution date, and 50% if the cancellation occurs within 7 days prior to the execution date. 100% if cancelled less than 48 hours prior to training.
4. Any costs incurred by Barens Consultancy to third parties that cannot be claimed will be charged in full.
5. When Barens Consultancy cancels a training, a new training date will be set up as soon as possible, in accordance with the client.
6. If a trainee cannot be present at the training designated for him / her, Barens Consultancy offers the trainee a personal feedback. This is offered at actual costs. All possible additional costs for accommodation, transport and food are for the account of the client.

Article 5. Other costs

1. Costs of renting a location, facilities and the meals and refreshments of both students and trainer (s) for the purpose of the training are for the account of the client and will be invoiced directly to the client.
2. Barens Consultancy passes on 0.37 eurocent per kilometre to the client.
3. For training sessions after 6 pm and on weekends, Barens Consultancy will charge a surcharge of 25% for the agreed rates, unless otherwise agreed in writing.

Article 6. Professional secret and carefulness

1. Barens Consultancy treats all information from participants as professional secrecy. There is no prescription here.
2. Barens Consultancy only provides information about participants to third parties after the trainee has given his (oral and / or written) permission.
3. All information from participants is stored for a maximum of 5 years and then destroyed.
4. The digital results of the Insights Discovery® profile are stored by the Insights Benelux B.V., established in Haarlem. The details of a client can only be consulted by a certified Insights Discovery consultant who has the client's permission for this. When transferring their data to another certified Insights Discovery consultant, clients are always asked for written permission orally in advance.