



General terms and conditions of Kuunganisha Training and Coaching, version Januari 2025

Article 1 Definitions

Kuunganisha training and coaching:

Kuunganisha training and coaching means all persons performing work under this name.

Client/Participant:

“Client” or ‘participant’ means the (legal) person with whom Kuunganisha training and coaching has entered into a (training) agreement.

Work:

“Work” means the training, education, study tour, course, workshop, program seminar, conference, study day, event, supervision, consultancy or coaching organized by Kuunganisha training and coaching.

Article 2 Applicability

2.1 These General Terms and Conditions apply to all offers, activities, trainings, quotations and agreements between Kuunganisha training and coaching and the client unless otherwise agreed in writing.

2.2 General (purchase) conditions of the client are excluded.

Article 3 Agreements and tenders

3.1 An agreement between Kuunganisha training and coaching and the client will be concluded after Kuunganisha training and coaching has received the client's signed offer, order confirmation or registration form, or after Kuunganisha training and coaching has accepted an offer in writing.

3.2 The agreement is terminated as soon as the invoice has been approved and paid by the client, within a period of 14 days. If the client has not complained in writing within this period, the invoice is deemed to have been approved.

3.3 Premature termination of the agreement shall be effected by registered letter. If the client terminates the contract prematurely, he/she shall be liable for the full amount agreed and all costs incurred by Kuunganisha training and coaching as a result of the termination.

3.4 If the client cancels the contract concluded with Kuunganisha training and coaching before Kuunganisha training and coaching has begun executing the contract, the client shall owe Kuunganisha training and coaching the following compensation. For cancellation more than one month before commencement of the work 25% of the agreed amount; for cancellation less than one month before commencement of the work 50% of the agreed amount. Cancellation from 14 days to commencement is 100% of the agreed amount.

3.5. For open registrations for education, training and workshops, there is a 14-day reflection period within which the registration can be cancelled free of charge. This reflection period also applies if the participant books the education, training or workshop and the company or employer pays for it. If the company concludes the contract there is no reflection period.

3.6 SoulSafari of Kuunganisha training and coaching are subject to specific terms and conditions which are stated on the application form which must be signed and returned. These additional conditions are binding.

Article 4 Activities

4.1 Kuunganisha training and coaching will make every effort to carry out the work to the best of its knowledge and ability.

4.2 Deadlines set by Kuunganisha training and coaching are not strict deadlines. Exceeding deadlines will not lead to liability of Kuunganisha training and coaching unless there is gross fault or gross negligence.

4.4 The work is finished as soon as the deadline in Article 3.2 has passed and the conditions mentioned in that article have been met.

Article 5 Liability

5.1 Kuunganisha training and coaching shall only be liable for any damages which are the direct and immediate result of a shortcoming in the execution of the work which can be attributed to Kuunganisha training and coaching. The liability shall apply up to the amount of the agreement. Kuunganisha training and coaching shall never be liable for consequential damages.

5.2 Kuunganisha training and coaching shall only be liable for damage resulting from work done by Kuunganisha training and coaching under the contract or advice given or damage caused by persons employed by Kuunganisha training and coaching in the execution of its work if there is intent and/or gross negligence on the part of Kuunganisha training and coaching and/or third parties employed by Kuunganisha training and coaching.

5.3 The client shall indemnify Kuunganisha training and coaching against all claims by third parties for damages suffered by them as a result of the agreement between the client and Kuunganisha training and coaching, unless there is intent and/or gross negligence by Kuunganisha training and coaching.

Article 6 Confidential information/secretcy

6.1 The client is obliged to provide all information and documents required by Kuunganisha training and coaching for the proper execution of the agreement, in a timely manner in the desired form and manner. If requested by the client, the documents received will be returned or destroyed after termination of the agreement. Kuunganisha training and coaching and/or third parties engaged by her will treat the information received from the client as confidential.

6.2 The costs of delay of the execution of the agreement as a result of not, not timely or not properly providing the requested information and documents will be borne by the client.

Article 7 Intellectual property

7.1 The intellectual and industrial property rights to the services and materials provided by Kuunganisha training and coaching belong to Kuunganisha training and coaching. Participants in open activities are allowed to use the materials provided by Kuunganisha training and coaching for their own activities only if the source is mentioned.

7.2 Client is not authorized to offer services or products originating from Kuunganisha training and coaching to third parties, unless with written permission. For each violation of this provision, the Client shall owe Kuunganisha training and coaching a penalty of €5,000.00 per occurrence, without prejudice to Kuunganisha training and coaching's right to claim compensation for full (in)direct damages.

Article 8 Terms of payment and invoicing

8.1 Unless otherwise agreed, participant shall pay 50% of the total invoice after signing the registration form and 100% before the training starts unless otherwise agreed in an established contract.

8.2 Payment of the invoice must be made by return receipt and within 14 days of receipt, unless otherwise agreed in writing.

8.3 All prices charged by Kuunganisha training and coaching are exclusive of VAT. For so-called tax "non-exempt" activities, the applicable VAT will be charged.

8.4 In case of refund, Kuunganisha training and coaching uses a refund period of 14 days.

Article 9 Force majeure

9.1 Force majeure means any situation beyond the reasonable control of Kuunganisha training and coaching which prevents us from fulfilling our obligations under the agreement.

9.2 In the event that there are not enough participants to carry out a course, training, education or other event, we reserve the right to cancel or reschedule the course, training, education or event to a later date.

9.3 In case of cancellation, Kuunganisha training and coaching shall refund the paid participant fee to the participant(s). However, the provider is not liable for other costs or damages incurred by the participant(s) such as booked accommodation or travel expenses. This is where our payment terms apply.

9.4 If the trainer is unable to conduct the course, training or event due to illness or other personal circumstances, the provider will make every effort to arrange a replacement trainer.

9.5 Should it not be possible to find a replacement trainer, the provider reserves the right to cancel or reschedule the event.

Article 10 Complaint procedure

10.1 Should there be a complaint, please refer to the extensive complaints procedure which can be found on the website www.marianneverrijt.nl.

Article 11 Disputes

Dutch/Kenyan law applies to all agreements made with Kuunganisha training and coaching. The competent court is the court in whose district the office of Kuunganisha training and coaching is located.