

Mellaart Trainingen

Terms & Conditions

Article 1 – Definitions

In these general terms and conditions, the following definitions apply:

Mellaart Trainingen: the company that offers training courses, workshops, advice, guidance and related services.

Client: any natural person or legal entity who enters into or wishes to enter into an Agreement with Mellaart Trainingen.

Participant: the person who participates in a training course, workshop, session or other programme of Mellaart Trainingen.

Services: all training courses, workshops, presentations, coaching, consultancy, adoption guidance, tailor-made programmes and other activities offered or delivered by Mellaart Trainingen.

Agreement: any agreement between Mellaart Trainingen and the Client regarding the provision of Services.

Article 2 – Applicability

2.1 These general terms and conditions apply to all quotations, offers, activities, agreements and deliveries of Mellaart Trainingen.

2.2 Deviations from these terms and conditions are only valid if agreed in writing.

2.3 The applicability of any purchase or other terms and conditions of the Client is expressly rejected, unless otherwise agreed in writing.

2.4 If one or more provisions of these terms and conditions prove null and void or are annulled, the remaining provisions will remain in full force and effect (severability clause).

2.5 Mellaart Trainingen reserves the right to change these terms and conditions. The most current version is available on the website: mellaart-trainingen.nl.

Article 3 – Quotations and conclusion of the Agreement

3.1 All quotations and offers from Mellaart Trainingen are without obligation, unless explicitly stated otherwise.

3.2 A quotation is valid for 30 days, unless otherwise indicated.

3.3 An Agreement is concluded as soon as the Client accepts a quotation or order confirmation in writing or electronically, or when Mellaart Trainingen starts performing the Services at the Client's request.

3.4 Obvious errors or mistakes in quotations, on the website or in other communications are not binding on Mellaart Trainingen.

3.5 Mellaart Trainingen reserves the right to refuse a registration or an Agreement without giving reasons.

Article 4 – Performance of the Services

4.1 Mellaart Trainingen will perform the Agreement to the best of its knowledge and ability. Mellaart Trainingen is subject to a best-efforts obligation and does not guarantee any specific result. Results partly depend on the efforts of the Client and/or the Participant.

4.2 Mellaart Trainingen has the right to engage qualified third parties in the performance of the Agreement.

4.3 The Client will provide all information and cooperation that is reasonably necessary for the proper performance of the Agreement in a timely manner.

4.4 If the Client does not provide the required information, or does not provide it completely or in time, Mellaart Trainingen is entitled to suspend performance and/or charge additional costs.

4.5 The Client is responsible for a suitable location, working facilities and the availability of Participants, unless otherwise agreed.

Article 5 – Prices and payment

5.1 All prices are stated in euros and exclude VAT, unless expressly stated otherwise.

5.2 Invoices must be paid within 14 days of the invoice date, unless otherwise agreed in writing.

5.3 In the event of late payment, the Client will be in default as a matter of law. Mellaart Trainingen is entitled to charge statutory interest and reasonable extrajudicial collection costs.

5.4 If payment is not forthcoming, Mellaart Trainingen may suspend the performance of ongoing work until full payment has been made.

5.5 Objections to an invoice do not suspend the payment obligation.

Article 6 – Modification, relocation and additional work

6.1 Changes to the Agreement or additional work may have consequences for price, planning and performance.

6.2 If, during performance, it appears that additional work is required, Mellaart Trainingen is entitled to charge this as additional work, after consultation with the Client.

6.3 Rescheduling a training date at the request of the Client is only possible in consultation and subject to availability.

Article 7 – Cancellation by the Client

7.1 Cancellation must be submitted in writing or by email to Mellaart Trainingen.

7.2 The following cancellation conditions apply:

Cancellation period	In-company / customization	Open registration
More than 30 days before the start	Free of charge	Free of charge
14 – 30 days before the start	50% due	Free of charge
Less than 14 days / no-show	100% due	100% due

7.3 Replacement of a Participant by another Participant is permitted free of charge, provided that this is notified in writing in advance.

7.4 If preparatory work, intake, coordination or custom development has already taken place at the time of cancellation, Mellaart Trainingen may charge this work separately, to the extent it has demonstrably been carried out and can reasonably be attributed to the Client.

Article 8 – Cancellation or change by Mellaart Trainingen

8.1 Mellaart Trainingen has the right to reschedule or cancel a training, session or assignment in the event of force majeure, illness, insufficient participation or other compelling circumstances.

8.2 Mellaart Trainingen will inform the Client as soon as possible and propose a new date, or credit amounts already paid for the part that has not been performed.

8.3 Mellaart Trainingen is not liable for other costs incurred by the Client or the Participant as a result of cancellation, such as travel or accommodation expenses.

8.4 Mellaart Trainingen reserves the right to replace a trainer with another qualified trainer.

Article 9 – Intellectual property

9.1 All materials, presentations, handouts, models, templates, advice and other documents provided by Mellaart Trainingen remain the intellectual property of Mellaart Trainingen, unless otherwise agreed in writing.

9.2 It is not permitted to copy, publish, modify, exploit or make available to third parties any materials, in whole or in part, without the prior written permission of Mellaart Trainingen, other than for the Client's internal use.

9.3 Training concepts, content and documentation developed by Mellaart Trainingen may not be used for the independent provision of comparable training courses or for other commercial purposes, without written permission.

Article 10 – Confidentiality and privacy

10.1 Both parties shall treat as confidential any confidential information they receive in the context of the Agreement and shall use such information exclusively for the performance of the Agreement.

10.2 Information is regarded as confidential if it has been communicated as such by a party or if this reasonably follows from the nature of the information.

10.3 Mellaart Trainingen processes personal data in accordance with the General Data Protection Regulation (GDPR). For more information, Mellaart Trainingen refers to the privacy statement on the website: mellaart-trainingen.nl.

10.4 The Client and the Participant have the right to access, rectify and erase their personal data. Requests can be submitted to Mellaart Trainingen using the contact details on the website.

Article 11 – Liability

11.1 Mellaart Trainingen is only liable for direct damage that is the direct result of an attributable failure in the performance of the Agreement.

11.2 The liability of Mellaart Trainingen is limited to a maximum of the amount paid by the Client under the Agreement in question, up to a maximum of € 5,000 per event, unless there is intent or wilful recklessness.

11.3 Mellaart Trainingen is not liable for indirect damage, including consequential damage, loss of turnover, loss of profit, reputational damage, business interruption or damage caused by incorrect or incomplete information provided by the Client.

11.4 Any claims will lapse if they are not reported to Mellaart Trainingen in writing within 12 months after the damage has arisen.

11.5 The Client indemnifies Mellaart Trainingen against claims of third parties that are connected with the performance of the Agreement.

Article 12 – Force majeure

12.1 Force majeure is understood to mean any circumstance beyond the reasonable control of Mellaart Trainingen that makes performance temporarily or permanently impossible, including illness, extreme weather conditions, government measures and strikes.

12.2 In the event of force majeure, Mellaart Trainingen has the right to suspend performance or to dissolve the Agreement in whole or in part, without any obligation to pay compensation. Amounts already paid for parts not performed will be credited.

12.3 Where possible, Mellaart Trainingen will consult with the Client regarding a suitable alternative performance.

Article 13 – Complaints

13.1 Complaints about the performance of the Agreement must be reported in writing as soon as possible and, in any event, no later than 14 days after the complaint has arisen or could reasonably have been discovered.

13.2 Mellaart Trainingen takes every complaint seriously and strives to answer it within 10 working days.

13.3 Submitting a complaint does not release the Client from its payment obligation.

Article 14 – Termination

14.1 If the Client does not fulfil its obligations, Mellaart Trainingen has the right to suspend performance or to dissolve the Agreement, without prejudice to its right to claim damages.

14.2 In that case, work already carried out and costs incurred may be charged immediately.

14.3 Obligations that by their nature are intended to continue even after termination — such as payment obligations, confidentiality and intellectual property — will survive termination of the Agreement.

Article 15 – Online training and technical requirements

15.1 This article applies to training courses that are provided in whole or in part via an online platform.

15.2 The Participant is responsible for a stable internet connection, a working device and the necessary software or access to the platform used. Mellaart Trainingen is not liable for technical problems on the part of the Participant or the Client.

15.3 If Mellaart Trainingen's online environment or platform is temporarily unavailable due to a malfunction beyond its control, Mellaart Trainingen will make every effort to reschedule the training as soon as possible or to continue it in an alternative manner. The Client is only entitled to a refund of the relevant part of the amount paid if the training does not take place at all and no reasonable alternative can be offered.

Article 16 – Recordings of training courses

16.1 Participants are not permitted to record training courses, sessions or parts thereof — in any form whatsoever (audio, video, screen recording) — without the prior written permission of Mellaart Trainingen.

16.2 Mellaart Trainingen may record a training course or session solely for internal quality and evaluation purposes. Participants will be informed about this prior to the training. Recordings are not shared with third parties and are deleted once the quality or evaluation goal has been achieved, or within a reasonable period thereafter.

16.3 If recordings are made in which Participants are recognizable in image or sound, Mellaart Trainingen acts in accordance with the GDPR. Participants have the right to object to the recording of their person.

Article 17 – Photo and video permission

17.1 During live training sessions, workshops or events, atmospheric images may be made by or on behalf of Mellaart Trainingen for use on the website, in newsletters or on social media.

17.2 Prior to the training, Mellaart Trainingen asks Participants for permission to use visual material in which they are recognizable. Participants who do not give permission will not be recognizable in such materials. Consent may be withdrawn at any time.

17.3 Already published visual material can be removed at the request of the Participant in question. Requests for this can be directed to Mellaart Trainingen via the contact details on the website.

Article 18 – Applicable law and disputes

18.1 All legal relationships between Mellaart Trainingen and the Client are exclusively governed by Dutch law.

18.2 Disputes are preferably resolved by mutual agreement. If this is not possible, disputes will be submitted exclusively to the competent court in the district where Mellaart Trainingen is located, unless mandatory law provides otherwise.

Article 19 – Location and version

19.1 These general terms and conditions apply from 17 March 2026.

19.2 The most recent version of these general terms and conditions is available on the website of Mellaart Trainingen and will be provided free of charge upon request.

Questions about these conditions? Contact us via info@mellaart-trainingen.nl.