

# General Terms and Conditions

Enter Network - March 2020

## 1. Definitions

“We”, “provider”, “Enter Network” or “us” means JPJ Gerritsen, with trade name Enter Network, a one-person business (“*eenmanszaak*”) under the law of the Netherlands, and having its registered address at Rembrandtkade 62-2, 3583TS, Utrecht.

“You” means any (legal) entity or person that has reached an agreement with us;

“Agreement” or “participation” means the arrangement in written or digital recording, based on which you can participate in a selected event;

“Event” means any workshop, course, mastermind group or other event offered by us, or parties acting on behalf of Enter Network;

“Trainer” means any natural person representing, or acting on behalf of us who is responsible for facilitating, teaching or offering an event;

“Force majeure” means any external cause, expected or unexpected, including those specified in Dutch Law and jurisprudence, over which we have no control and that hinder us from facilitating, teaching or providing an event or honor commitments we made to you.

## 2. Applicability

- 2.1. These terms and conditions apply to all agreements that come into effect by registering for one of the events offered by us on our website or designated platforms managed by us (such as Eventbrite and Meetup). This includes registrations done by yourself and registrations performed by us, acting on your request, or by a third-party acting on your behalf;
- 2.2. By entering into an agreement with us, you agree to our full terms and conditions;
- 2.3. Our terms and conditions continue to apply fully even when we do not strictly enforce them;
- 2.4. These terms and conditions supercede any of your purchase conditions and other terms and conditions you may want to use, unless agreed differently by you and us, explicitly and in written form.

### **3. Agreement**

- 3.1. The agreement between you and us starts after you receive confirmation of your registration by written or electronic means;
- 3.2. If you have not already paid in full as part of your registration, you are required to pay in full before participating in the event;
- 3.3. A VAT-invoice is provided in certain cases. You can also request a VAT-invoice for your registration after which we provide one to you.

### **4. Cancellation of your participation**

- 4.1. You may cancel your participation for up to 7 days before the event starts. We will refund the invoiced amount. If you cancel within 7 days, the following rules apply:
  - If you cancel between 7 days and 72 hours before the event starts, we will refund 50% of the invoiced amount;
  - If you cancel within 72 hours before the event starts, you are not entitled to a refund and remain required to pay the invoiced amount;
  - The rules specified in the first two bullets apply to all situations, including force majeure;
- 4.2. Cancellation prior to the commencement of the event will take place in writing or by electronic means; a cancellation becomes effective only after you receive our explicit and unambiguous confirmation.

### **5. Cancellations or rescheduling an event**

- 5.1. We are not required to uphold any commitments that we have made to you as part of the agreement in the case of a force majeure situation;
- 5.2. We have the right to reschedule or cancel an event when the trainer is unable to provide the event through a force majeure situation or illness.
- 5.3. We have the right to reschedule or cancel an event when the number of participants is too low. The decision of what is too low is entirely up to us;
- 5.4. When we are required to cancel an event as per 5.1, 5.2 or 5.3, you will be refunded the full amount that you paid us for your participation, regardless of the terms defined in 4.1. We will not compensate any other costs that you have made, directly or indirectly, or that have been made for you by others, including loss of income;
- 5.5. In the case of cancellation or the rescheduling of an event to a future date (5.1, 5.2 and 5.3), we will do our very best to inform you in written or electronic form as soon as possible. We will also do our very best to reschedule the event to the earliest possible date and give you the opportunity to participate;

- 5.6. When we are required to reschedule an event (5.1, 5.2 or 5.3), you have the right to cancel your participation and receive a full refund of the money you paid us for your participation, regardless of the terms defined in 4.1. We will not compensate any other costs that you have made, directly or indirectly, or that have been made for you by others, including loss of income.

## **6. Pricing**

- 6.1. All prices are excluding VAT and administrative fees for the handling of registrations, unless specified otherwise;
- 6.2. All prices are including event learning materials, coffee and tea, unless specified otherwise;
- 6.3. Prices are based on the circumstances applicable at the time of the registration. If the circumstances change after your registration but before the commencement of the event, we retain the right to adjust the prices accordingly. In the case that prices are adjusted after your registration, you have the right to cancel your participation within 48 hours of the price adjustment and receive a full refund of the money you paid us for your participation, regardless of the terms defined in 4.1.

## **7. Registration and payment**

- 7.1. You are required to pay for your participation in full before the event takes place. We reserve the right to decline you access to the event if you have not paid in full, in which case you remain obligated to pay for your participation in full and are not entitled to any compensation;
- 7.2. If you register less than 48 hours in advance, your attendance cannot be guaranteed.

## **8. Liability**

- 8.1. We are not liable, on the basis of the law or under agreement, for consequential loss which you or a third party might suffer with regard to the performance of the agreement or (the use of) the events, also including loss of profits, intangible loss or environmental damage. In all events, our liability is limited to the invoiced amount of that part of the agreement from which the damage has arisen;
- 8.2. Unless the damage is caused by intention or gross negligence on our part, you will indemnify us from all claims of third parties, directly or indirectly related to the performance of the agreement, or as the case may be (the use of) the events and will compensate us for all damage that we suffer as a result of such claims;

- 8.3. We are not liable for any compensation of damage if an event is interrupted, rescheduled and/or cancelled due to unforeseen circumstances as referred to in article 5;
- 8.4. We reject any liability for damages resulting from disfiguration of information, delay, lack of clarity and/or other errors in the communication between you and us as a result of the use of the Internet or any other means of communication;
- 8.5. We reject any responsibility for issues, bugs, delays or lack of clarity caused by the intermediate platforms we use for handling registrations (including but not limited to Meetup and Eventbrite).

## **9. Intellectual property**

- 9.1. The intellectual properties of all training materials, documents, sheets, formats and facilitation techniques that are made available to you before, during or after an event remain entirely with us or with our trainers;
- 9.2. You are not allowed to disclose any of materials mentioned under 9.1, unless you have our explicit permission by written or electronic means.

## **10. Applicable law**

- 10.1. To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with Dutch law and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the competent courts in Utrecht, the Netherlands.