



## BEAR AT WORK

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# GENERAL TERMS AND CONDITIONS

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2020-2021

## **General Terms and Conditions Bear at Work 2020 - 2021**

### **Article 1 Bear at Work**

These are the General Terms and Conditions for (participation in) the (online) presentations, workshops, discussions and master classes (further referred to as 'training'), which are provided or supervised by Susan Boonman-Berson, owner of the company Bear at Work. In order to increase readability, I have chosen to use the following terms:

- o *Training*: the (online) presentation, workshop, discussion, master class, or other specific activity provided by Bear at Work;
- o *Client*: the natural or legal person who enters into an agreement with Bear at Work;
- o *Agreement*: the agreement between Bear at Work and client;
- o *Participant*: the person who participates in a training, as well as the person for whom the client has entered into the agreement with Bear at Work;
- o *Materials*: all advice, concepts, quotations, visual material or (electronic) files developed or made available by Bear at Work.

There is chosen to use the first person as much as possible for the readability of the document.

### **Article 2 Conditions of participation**

1. The trainings are intended for participants who want to be stimulated to think and discuss about dilemmas, challenges and solutions around human-animal conflicts and living together with wild animals. Details about the possibilities can be found on the website or have been agreed upon between the client and me.

2. During trainings I share my knowledge, experience and tips to make sure you broaden your view around human-wild animal dilemmas, reflect on your own relationship between humans and wild animals and/or collaborate with co-participants towards other ways of coexistence with associated strategies that you could not have developed by yourself. More information about the offer can be found on the website [bearatwork.org](http://bearatwork.org).

### **Article 3 Deductible**

1. Participation in the trainings is entirely at one's own risk.



## **Article 4 Offers, proposals and billing**

1. All offers and prices are always without any obligations and do not automatically apply to future training sessions.
2. The client guarantees providing correct and complete requirements and specifications about the performance to Bear at Work on which Bear at Work bases her offer or proposal. This includes providing any other – correct and complete – information that should be included in the offer or proposal.
3. All that is provided by Bear at Work in the context of an offer remains her ownership and must be returned immediately by the client at Bear at Work's first request.
4. All prices are excluding VAT and other taxes which are imposed by the government unless otherwise indicated.
5. The client is required to pay the invoices received from Bear at Work within the payment period stated on the invoice.
6. If the client fails to pay the amount invoiced in advance on time, Bear at Work will be authorized to suspend performance of the agreement until the full outstanding invoice has been paid. Bear at Work will not be liable for any damage suffered by the client as a result of the suspension.

## **Article 5 Establishment and modification of the agreement**

1. The agreement has been realized at the moment that the client has accepted Bear at Work's proposal in written form or by e-mail or by other means in which the client has explicitly accepted Bear at Work's proposal.
2. If the agreement is modified or supplemented, this may have financial or other consequences. This will be in consultation with the client.

## **Article 6 Cancellation and rescheduling of a training**

1. Up to one month before the start of a training can be cancelled. The cancellation fee is 40% of the agreement.
2. The above (6.1) does not apply if in the offer and/or agreement it is explicitly agreed otherwise.



3. If the client would like to reschedule the training to a new date and/or would like the training to be held at another location, and/or would like the training to be converted from live to online or vice versa, Bear at Work will be entitled to charge the additional costs resulting from this to the client.

### **Article 7 Use of materials**

1. All training materials have been developed and written by me. They are subject to copyright. Presentations, including photographic material, remain the property of Bear at Work. It is not allowed to share the content of these presentations with participants or third parties, unless I have given my written permission. Providing a simplified handout is one of the possibilities.

2. It is also not allowed to commercially use the gained knowledge or to include it in your own training, unless I have given written permission for this.

### **Article 8 Obligations of the client**

1. The client ensures that all data, materials and facilities, of which I indicate that these are necessary for the realization of the agreement, are provided or made available to me in a proper, complete and timely manner. If the data, materials and facilities necessary for the realization of the agreement are not provided or made available to me with delay or incomplete, I have the right to suspend the realization of the agreement and/or to charge the additional costs resulting from the delay to the client according to the usual rates.

2. The client must refrain from any conduct that makes it impossible for me to carry out the agreement properly.

3. The client is obliged to inform me without delay of facts and circumstances that may be important with regard to the realization of the agreement. If possible, client shall inform Bear at Work in advance of any changes of personal information, such as a change of address and a change in his telephone number, in written form or by e-mail.

4. The client is obliged to ensure that the participant complies with the terms and conditions of these General Terms and Conditions. Client is responsible for the conduct of the participant who has registered for the training.

## **Article 9 Training**

1. Bear at Work is authorized to exclude a participant who misbehaves or otherwise unreasonably interferes with the proper execution of the training or prevents the particular participant further access to the training. In that case, the agreed compensation from the proposal/agreement will remain due in full, without prejudice to Bear at Work's right to compensation for any damages.
2. The participant is expected to actively participate in the training.
3. The use of alcoholic beverages or drugs during training is not allowed.
4. Smoking on the venue (inside) where the training is given is not allowed. If a training is given outside, smoking is not allowed on the specific location where the training is given. Elsewhere on the venue might be possible if the venue/local rules allow it.
5. During the training the participant has switch his/her phone off or on silent.
6. If the participant(s) are not present at the agreed location and time for whatever reason, the agreed fee remains due.
7. Costs arising from damage and / or destruction caused by participants will be paid by the client who has registered participants, only to the extent that these costs are not to be reclaimed from the perpetrator (s) themselves.

## **Article 10 Complaints**

1. If you are dissatisfied with (a part of) the (online) training, you should let me know as soon as possible by sending an email to [info@bearatwork.org](mailto:info@bearatwork.org). You need to send me a clear description of the complaint, subsequently I can respond. If the complaint is well-founded, I can make amends. A complaint that is not clearly formulated cannot be processed.
2. After submitting the complaint, the client needs to give me the opportunity to investigate the justification of the complaint and, if necessary, allow me to still carry out the work agreed upon.
3. The fact that I proceed to investigate a complaint does not imply that I acknowledge that the work carried out is inadequate.



4. Complaints must be reported to me within 14 days after the (online) training. If you report the complaint later, you will in any case no longer be entitled to receive any compensation.

5. Even if you send a complaint, your obligation to payment continues to exist.

### **Article 11 Liability and force majeure**

1. I have the right to suspend the made agreements if I am temporarily hindered from fulfilling my obligations due to circumstances beyond my control or of which I was or could not have been aware at the time the agreement was made, or if I am temporarily hindered due to illness.

2. If fulfillment becomes permanently impossible, the agreement can be cancelled for that part that has not yet been fulfilled. In that case, neither party is entitled to compensation for damages suffered as a result of the cancellation.

3. Force majeure is understood to mean abnormal and unforeseeable circumstances which are independent of the party invoking them and of which the consequences could not be avoided despite all precautions. The following circumstances are in any case included, but are not exhaustive: weather conditions; natural disasters; theft; fire; terrorism, riots or war; obstructions by third parties; traffic obstructions; traffic accident; strikes; the consequences of epidemics and pandemics, internet malfunctions; energy failure; virus infection or breakdown of computer systems by third parties (intrusion of computer systems); loss of data as a result of computer malfunctions and government measures.

4. If possible, the client will be notified as soon as possible by telephone or e-mail and in consultation with the client a rescheduling of the training will be examined.

### **Article 12 Cancellation of the agreement**

1. Bear at Work is entitled to cancel the agreement if the client fails to comply with its obligations towards me and if the client has not complied with a sent notice of default. If fulfilment is permanently impossible, a notice of default may be dropped.

2. Furthermore, I am authorized to cancel the agreement (have the agreement terminated) if certain circumstances arise that makes fulfilment of the agreement impossible or can no longer be required according to principles of reasonableness and fairness. Or, if other circumstances arise that makes it impossible or it is no longer reasonable to expect the continuation of the unmodified agreement.



## **Article 13 Privacy**

1. I from Bear at Work will treat all personal data of clients and participants confidentially and abide by the Dutch Personal Data Protection Act (DPA), the Dutch Telecommunications Act, and the General Data Protection Regulation (GDPR) from the EU. I will only provide these personal data to third parties if:

- a. a legal regulation requires this;
- b. it is necessary for conducting legal proceedings;
- c. it is necessary to have an accountant conduct an audit;
- d. the client or participant has given written permission to do so.

## **Article 14 Other**

1. Deviations from these General Terms and Conditions will only apply if they have been agreed upon in written form between Bear at Work and the client or participant.

2. If one or more articles in these General Terms and Conditions are completely or partly declared invalid, the remaining articles of these General Terms and Conditions will still remain in effect at all times. I will then consult the client in order to agree on new terms to replace them, taking into account as much as possible the objective and scope of the original terms and conditions.

3. If Bear at Work is not strictly complying with these General Terms and Conditions at all times, this does not mean that the terms and conditions do not apply, or that Bear at Work would in any case be deprived of the right to demand strict compliance with the articles of these General Terms and Conditions in other cases.

4. Bear at Work will never be obligated to do any work that is contrary to her professionalism, a right of third parties, a legal obligation or what is considered to be a social obligation.

5. Bear at Work is not liable for any misinterpretation by the client/participant of the content of the training.
6. Bear at Work holds the right to use the work performed for the client for her own promotion.
7. It is not allowed to make video and/or audio recordings of the training without prior permission from Bear at Work.
8. In addition, if there are high quality pictures taken at the event, I will gladly share them on social media afterwards. Send the photo(s) including the name of the photographer to [info@bearatwork.org](mailto:info@bearatwork.org).
9. For the marketing of Bear at Work's trainings, it is appreciated when one person is allowed to come and observe an event, including the making of video and/or photographic material (in accordance with the AVG/GDPR guidelines) only for the purpose of the marketing and fine-tuning of the trainings. It is greatly appreciated when the client agrees to this. If this becomes difficult, please let me know prior to the collaboration.
10. By written is also understood e-mail.

### **Article 15 Disputes**

1. In case of any disputes, I will always do my best to resolve the dispute myself, before I submit a dispute to court.
2. If we are unable to solve the dispute ourselves, I will submit the dispute to a competent Dutch court.

### **Article 16 Applicable Law**

1. This agreement is governed by Dutch law.

### **Article 17 Modification of the General Terms and Conditions**

1. I am authorized to make changes to these General Terms and Conditions. These changes will come into effect at an announced time.
2. You will be notified of the revised terms and conditions by email in a timely manner. If no time is indicated, the changes will come into effect for you as soon as you receive the revisions.

