LEGAL

Terms and conditions

This is what applies when you book a training with us: for your team, or for yourself on a fixed start date. The terms for online courses have their own page. If anything is unclear, just ask us.

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These terms consist of three parts.

Part 1 — Team Training & In-Company. For trainings supplied to an organisation on the basis of a quotation.

Part 2 — Individual trainings with a fixed start date. For open-enrolment trainings booked through this website.

Part 3 — Online Academy. For the Online Academy and other digital content. Part 3 is published on its own page.

One Part applies per contract.

These terms were drawn up in Dutch and translated into English. In case of any discrepancy between the two versions, the Dutch text prevails. The reverse applies to Part 3: that text was drawn up in English and the English version prevails there.

SUE Behavioural Design Academy is a trade name of Behavioural Design Academy B.V., registered at the Dutch Chamber of Commerce under no. 68921187.

PART 1 — TEAM TRAINING & IN-COMPANY

ARTICLE 1 — APPLICABILITY

1. These terms and conditions apply to quotations, offers and agreements relating to the business services of Behavioural Design Academy B.V., acting under the name SUE Behavioural Design Academy, hereafter referred to as SUE BDA, and the resulting work and deliveries by or on behalf of SUE BDA.
2. Deviations from these terms and conditions are only valid if agreed upon in writing between the parties.
3. Applicability of the client's terms and conditions, however designated, is expressly excluded.
4. This Part applies exclusively to agreements with business clients. Part 2 applies to individual trainings with a fixed start date booked through open enrolment. Part 3 applies to the Online Academy and other digital content.

ARTICLE 2 — QUOTATIONS AND OFFERS

1. Offers are without obligation. Offers have a validity of 30 days. Prices are excluding VAT.
2. Terms mentioned in offers and quotations are always indicative and only take effect from the moment that the client has supplied all requested information and materials correctly, completely, and usefully.

ARTICLE 3 — ASSIGNMENTS

1. The client is bound by and with effect from the issue of the order. SUE BDA is bound after having received an agreement on the budget.
2. SUE BDA will not start the execution of the assignment until it has received an agreement on the budget and a PO number if applicable.
3. SUE BDA is remunerated in accordance with the agreements laid down in the budget.
4. SUE BDA is entitled to engage third parties to carry out the assignment.

5. Changes to the order, after it has been issued, and/or the established planning must be agreed in good time and in writing. If changes are agreed upon verbally, the risk shall be borne by the client.
6. Changes to the order and/or the planning and/or the late delivery of information and materials by the client may result in the previously agreed timeframes not being achievable.
7. The additional costs resulting from changes and/or late delivery shall be borne by the client. SUE BDA shall inform the client as soon as possible of the financial and/or qualitative consequences.
8. In the event of withdrawal of the order, before its completion, the client shall owe SUE BDA the already invested hours and incurred costs.

ARTICLE 4 — CLIENT OBLIGATIONS

1. The client shall provide SUE BDA with all information and materials relevant to the proper and qualitative execution of the assignment, in a timely manner and in the desired form and manner.
2. The client guarantees the accuracy, completeness and reliability of this information and materials.
3. The client makes every effort to ensure the active participation of the persons participating for or on behalf of him in training courses in order to promote the successful completion of the assignment.
4. The client shall inform the persons taking part in training courses for or on behalf of the client with regard to the articles of these terms and conditions that are relevant to them (Article 7 Liability, Article 8 Confidentiality and Secrecy, Article 9 Intellectual Property and Article 10 Privacy).

ARTICLE 5 — SUE BDA OBLIGATIONS

1. SUE BDA provides a best-efforts obligation and performs the contract in accordance with the assignment to the best of its understanding and ability

and in accordance with the requirements of good craftsmanship.

2. SUE BDA commits itself to employ qualified supervisors and instructors in team training programmes and is committed to the successful completion of the assignment.
3. SUE BDA shall treat as confidential the information and materials received from the client in the context of the assignment and, if so desired, return them to the client at the end of the assignment and/or destroy them.

ARTICLE 6 — BILLING AND PAYMENT

1. SUE BDA invoices 100% of the amounts agreed in the approved budget prior to the training.
2. SUE BDA applies a payment term of 30 days. Objections to (part of) an invoice and/or execution does not affect the obligation to pay the invoice on time and in full.
3. In the event of non-payment, late, or incomplete fulfilment of the payment obligation, the client shall be in default by operation of law without a reminder being required. From the moment of default, the client shall owe the statutory commercial interest on the principal sum. From that moment, SUE BDA shall be entitled to suspend its obligations until the client has fulfilled its obligations in full.
4. In the event of default by the client, SUE BDA shall proceed to collection and all reasonable collection costs shall be for the client's account, with a minimum of € 250.

ARTICLE 7 — LIABILITY

1. Any liability on the part of SUE BDA and any (legal) person engaged in the conclusion and/or execution of the contract (hereinafter: SUE BDA plus) is at all times limited to direct damage and to no more than the price agreed for the order.

2. SUE BDA plus is not liable for the malfunctioning of any equipment, software, data files or other items used in the execution of the order, with no exceptions.
3. SUE BDA plus shall not be liable for damage to or loss of property of persons taking part in training courses for or on behalf of the client.
4. SUE BDA plus is not liable for errors of any kind in the documents and materials used by its supervisors and instructors and/or in the information and advice given orally by them, nor for any consequential damage resulting therefrom.
5. Liability on the part of SUE BDA plus for damage resulting from intent or deliberate recklessness is not excluded.

ARTICLE 8 — CONFIDENTIALITY AND SECRECY

1. The client and SUE BDA (hereinafter: the parties) shall reciprocally be liable for the confidential treatment and confidentiality of the data, information, assignments, work and materials made available by them, including offers, ideas, advice, concepts and other documents and materials originating from SUE, such as but not limited to syllabi, publications, templates, models, systems, strategies, structures, tools, logos and pay-offs (hereinafter: 'these data'), which by their nature are confidential and/or protected by any intellectual property right.
2. Parties shall only use 'these data' in the context of the acquisition and/or execution of the assignment and shall not share it with third parties other than those persons participating in training courses for or on behalf of the client or contributing to its execution for or on behalf of SUE BDA without permission.
3. Any further use or exploitation of 'these data' constitutes a breach of this provision.

4. The parties undertake to require both the persons referred to in the previous paragraph and third parties to treat ‘these data’ with the same degree of confidentiality and secrecy.

ARTICLE 9 — INTELLECTUAL PROPERTY

1. All intellectual property rights in the course materials, including syllabi, publications, templates, models, tools, logos and taglines, in the names SUE | Influence Framework, SUE | Behavioural Design Canvas, SUE | Behavioural Design Method, SWAC Model and SUE | Behavioural Ideation Model, and in the SUE trademark, are held by Behavioural Design Academy B.V. or its licensors.
2. The materials provided by SUE BDA are intended exclusively for the client’s own use and may only be used by the client and persons taking part in training courses within the framework thereof.
3. Any further use or exploitation of these materials shall constitute an infringement and thus a violation of this provision by the client.

ARTICLE 10 — PRIVACY

1. The data provided by the client will be used by SUE BDA exclusively for administrative and communication purposes relating to the training and its execution.
2. Photographs of participants may be taken during or at the conclusion of training courses for the purpose of SUE BDA’s training-related publicity via internet and social media. Permission will be requested prior to taking photographs. This permission may be revoked at any time.
3. SUE BDA acts in accordance with the General Data Protection Regulation (GDPR). See our privacy policy for more information.

ARTICLE 11 — IN-COMPANY TRAINING

1. In-company training can take place either at SUE BDA or at another location chosen by the client. Only when the location of SUE BDA is chosen, lunch, drinks, training materials and location costs are included in the budget.
2. If the in-company training does not take place at SUE BDA, the budget does not include external location and catering costs and the parties must agree on the location, catering and presence of the necessary presentation materials such as beamer, flipchart, pens and post-its and the costs to be incurred.
3. All costs mentioned on the budget are included; additional costs or extra deliveries will always be discussed with the client first.

ARTICLE 12 — CANCELLATION

1. Cancellation of the assignment by the client shall only be possible prior to the start date of the team training. The following cancellation costs apply (as a percentage of the agreed fee):
    - Up to two months before: 20%
    - Between two months and one month before: 25%
    - Between one month and two weeks before: 50%
    - Less than two weeks before: 100%

ARTICLE 13 — FORCE MAJEURE

1. In the event that the parties are prevented by force majeure from carrying out the agreed assignment in full and/or on time, they shall be entitled to suspend performance or, once two months have passed since the force majeure arose, to dissolve the agreement in full or in part by means of a written statement, without being obliged to pay compensation. In that case the client shall reimburse the costs of the part of the assignment already performed.

2. In addition to the provisions of Article 6:75 of the Dutch Civil Code, force majeure circumstances include: expropriation or confiscation of facilities; war, hostilities, rebellion, terrorist activities, local, regional or national emergencies, sabotage or riots; earthquake, flooding or other extreme consequences of unusually severe weather conditions; fire, explosions or other disasters; epidemics, pandemics, quarantine measures; power failure, computer virus, computer hack, telecommunication infrastructure failure; government measures; strikes and work stoppages; breach of contract by suppliers or other third parties; and in general all external unforeseeable causes and circumstances beyond the parties' control.

ARTICLE 14 — FINES AND DISPUTES

1. If the client infringes the provisions of Article 8 (Confidentiality and Secrecy) and/or Article 9 (Intellectual Property), regardless of whether the infringement is attributable to them, the client shall forfeit to SUE BDA, without prior notice of default or legal proceedings, an immediately payable penalty of € 50.000 per infringement and € 5.000 per day that the infringement continues, without prejudice to the right to claim damages.
2. These terms and conditions and any agreement concluded with SUE BDA are governed by Dutch law.
3. Disputes shall be submitted exclusively to the competent court in Amsterdam.

PART 2 — INDIVIDUAL TRAININGS WITH A FIXED START DATE (OPEN ENROLMENT)

ARTICLE 1 — APPLICABILITY AND CAPACITY OF THE PARTICIPANT

1. These general terms and conditions apply to the training courses offered and booked via the website of Behavioural Design Academy B.V., acting under the name SUE Behavioural Design Academy (hereinafter: SUE BDA).
2. Deviations from these terms and conditions are only valid if agreed upon in writing.
3. Applicability of the participant's terms and conditions, however named, is expressly excluded.
4. This Part applies to trainings with a fixed start date booked by individual participants through open enrolment. The Online Academy and other digital content are governed exclusively by Part 3.
5. In this Part, consumer means a natural person who is not acting in the course of a profession or business. Business participant means any other participant, including legal entities, businesses, self-employed persons and sole traders purchasing the training for professional purposes. Both may enrol for a training under this Part.
6. On registration, the participant states whether they are booking as a consumer or as a business participant. A registration made in the name of an organisation, made through an employer or learning platform, or for which an invoice in the name of an organisation is requested, counts as a registration by a business participant.
7. The provisions of this Part concerning the right of withdrawal and the cooling-off period apply to consumers only. Business participants have no statutory right of withdrawal; only Article 7 applies to them. If the statement made on registration proves incorrect, the regime that applies by law governs.

ARTICLE 2 — OUR TRAININGS

1. The offer of training courses is always subject to availability and sufficient interest.

ARTICLE 3 — AGREEMENT

1. The agreement is concluded by SUE BDA's written confirmation of registration for participation and is entered into for the duration of the training in question.
2. SUE BDA works according to the mission 'to unlock the power of behavioural psychology to nudge people into making better choices in work, life, and play'. SUE BDA therefore reserves the right to refuse registration to persons working or involved in an organisation that promotes racism, sexism, the use of alcohol, drugs or tobacco, violates animal rights or promotes any other form of unhealthy or unethical behaviour.
3. SUE BDA makes every effort to provide quality training with qualified instructors and to ensure that the participant completes it with the intended results.
4. The participant commits to participating in the training with full dedication and commitment in order to complete it with the intended result.

ARTICLE 4 — PRICE AND PAYMENT

1. Indicated prices include the costs for the course materials referred to on the website. Prices are stated exclusive of VAT to business participants. To consumers, the total price including VAT is stated, together with any additional costs.
2. SUE BDA invoices the training fee immediately after confirmation of registration.
3. SUE BDA operates under a payment term of 7 days, on the understanding that the full course fee must always be received by SUE BDA on the IBAN number provided, prior to the start of the training. Where the participant is a consumer, this advance payment is without prejudice to their right of withdrawal under Article 6: if they exercise that right in time, SUE BDA refunds all amounts received in full within fourteen days.

4. Payment in a maximum of 4 instalments is possible on the basis of direct debit, if requested upon registration and authorised. In that case too, the full course fee must be paid before the training begins; the instalment schedule is set accordingly.
5. In the event of non-performance, late performance or incomplete performance of the payment obligation, SUE BDA shall be entitled, after having declared the participant in default in writing, to exclude the participant from (further) participation in the course without prejudice to the fulfilment of the full payment obligation. SUE BDA may also charge the reasonable costs incurred for collection, with a minimum of € 250. This minimum does not apply to consumers; for them, the statutory scale and the statutory reminder procedure under Article 6:96 of the Dutch Civil Code apply.

ARTICLE 5 — CANCELLATION BY SUE BDA

1. If SUE BDA cancels a training course, the participant shall be offered the choice of attending on another date, receiving a credit note, or a full refund of fees already paid. Refunds are made within 14 days.

ARTICLE 6 — RIGHT OF WITHDRAWAL FOR CONSUMERS

1. The consumer has the right to withdraw from the contract without giving reasons for a period of fourteen days from the day on which the contract was concluded. As this concerns a service, the period starts on registration and not on the training date.
2. The consumer may exercise this right by an unequivocal statement to SUE BDA, by email to finance@sueamsterdam.com or by using the model withdrawal form. Use of the model form is not mandatory.
3. On timely withdrawal, SUE BDA refunds all payments received from the consumer within fourteen days of receiving the withdrawal, using the same

means of payment, unless otherwise agreed. No costs are charged for the refund.

4. If the consumer wishes the training to begin before the end of the cooling-off period — which is the case for bookings made within fourteen days of the start date — they must expressly request this on registration and declare that they are aware that they lose their right of withdrawal once the training has been fully performed. SUE BDA confirms this request and declaration on a durable medium.
5. Where the consumer has made the request and declaration referred to in paragraph 4:
   a. withdrawal after the training has been fully performed is no longer possible and the full price is due;
   b. on withdrawal after the start but before full performance, the consumer owes an amount proportionate to the part of the training performed at that point, measured against the full price.
6. Where the consumer has not made the request and declaration referred to in paragraph 4, the right of withdrawal is retained for the full period under paragraph 1, even if the training has already taken place within that period.
7. Course materials received are returned by the consumer within fourteen days of withdrawal. The consumer may inspect the materials as they would in a shop and is liable only for any diminished value resulting from handling beyond that. Return in the original packaging and undamaged condition is not a condition for withdrawal. Access to digital materials ends on withdrawal.

ARTICLE 7 — CANCELLATION BY THE PARTICIPANT

1. This Article applies to business participants from the conclusion of the contract, and to consumers only after the cooling-off period under Article

6(1) has expired or from the moment the right of withdrawal has lapsed under Article 6(5). For as long as the consumer may rely on Article 6, Article 6 prevails over this Article.

2. Registrations may be cancelled in writing before the start of the training. The following cancellation fees apply:
   - more than one month before the start: 25% of the course fee;
   - between one month and two weeks before the start: 50% of the course fee;
   - less than two weeks before the start: 100% of the course fee.
3. Failure to attend without prior cancellation incurs 100% of the course fee.
4. In case of absence or illness, a participant may designate a substitute. This substitute must meet the applicable eligibility criteria for the activity in question. The assessment of suitability lies with SUE BDA. A suitable substitute must be known to SUE BDA no later than three business days prior to the start of the activity.

ARTICLE 8 — LIABILITY

1. Any liability on the part of SUE BDA and any person or legal entity engaged in the conclusion and/or performance of the contract (hereinafter: SUE BDA plus) shall at all times be limited to direct damage and to the price of the training concerned.
2. SUE BDA plus is not liable for any damage to or loss of property belonging to the participant during the course.
3. SUE BDA plus shall not be liable for damage resulting from errors of any kind in the course material and/or in the information and advice given orally by the instructors, nor for any consequential damage resulting therefrom.
4. Liability on the part of SUE BDA plus for damage resulting from intent or deliberate recklessness is not excluded.

ARTICLE 9 — INTELLECTUAL PROPERTY RIGHTS

1. All intellectual property rights in the course materials, including syllabi, publications, templates, models, tools, logos and taglines, in the names SUE | Influence Framework, SUE | Behavioural Design Canvas, SUE | Behavioural Design Method, SWAC Model and SUE | Behavioural Ideation Model, and in the SUE trademark, are held by Behavioural Design Academy B.V. or its licensors.
2. Materials provided by SUE BDA are intended solely for the participant's own use and may only be used within the context of the training for which they are provided.
3. The participant is not permitted to use or reproduce the intellectual property rights referred to in this article in the broadest sense of the word.

ARTICLE 10 — CONFIDENTIALITY AND NON-DISCLOSURE

1. The participant has a duty of confidentiality to SUE BDA and must treat all data, information and materials provided by SUE BDA as confidential. This includes quotations, concepts and other documents and materials originating from SUE BDA, such as — but not limited to — syllabi, publications, templates, models, systems, strategies, structures, tools, logos and pay-offs (hereinafter: "the Information"), which by their nature are confidential and/or deemed to be protected by intellectual property or trade secret rights.
2. The participant shall use the Information solely for their own use and shall not share it with third parties without SUE BDA's prior written consent.
3. Any further use or exploitation of the Information shall constitute a violation and therefore a breach of this provision.

ARTICLE 11 — PENALTY CLAUSE

1. If the participant acts in violation of Article 9 (Intellectual Property Rights) and/or Article 10 (Confidentiality and Non-Disclosure), they shall owe SUE BDA an immediately payable penalty of € 10.000 per violation and € 1.000 for each day that the violation continues. The penalty shall be due regardless of whether the violation can be attributed to the participant and without requiring prior notice of default or court proceedings.
2. This is without prejudice to SUE BDA's right to claim full damages in addition.

ARTICLE 12 — PRIVACY

1. Personal data provided by the participant when booking a training course will be used by SUE BDA solely for administrative and communication purposes related to the training and its implementation.
2. Photographs of participants may be taken during or after the training for course-related publicity by SUE BDA via the internet and social media. Permission will be sought prior to taking photographs. This consent may be withdrawn at any time.
3. SUE BDA acts in accordance with the General Data Protection Regulation (GDPR). See our privacy policy for more information.

ARTICLE 13 — COMPLAINTS PROCEDURE

1. Complaints should be sent to SUE BDA by email at security@sueamsterdam.com. SUE BDA will acknowledge receipt within 5 working days and strives to resolve the complaint within 2 weeks.
2. If more time is required, the participant will be informed within that time period, with an explanation for the delay and an indication of when SUE BDA expects to be able to give a definitive answer.
3. All correspondence relating to complaints will be kept by SUE BDA for the duration of one calendar year.

ARTICLE 14 — DISPUTES

1. These general terms and conditions and the agreement concluded with SUE BDA are governed by Dutch law.
2. Disputes relating to these terms and conditions and/or the agreement concluded with SUE BDA, or arising therefrom, shall be submitted exclusively to the competent court in Amsterdam. Where the participant is a consumer, they may also bring the dispute before the court of their place of residence that is competent under the law.

For the Online Academy and other digital content, Part 3 applies. Read the Terms Online Academy.

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