

Terms and conditions, version September 2025

We keep this page so you can check which text applied when you booked.

Last updated: September 2025

This is a previous version of our terms and conditions, last updated in September 2025. It was online until the version of 17 September 2026. The current terms are at [Terms and conditions](#).

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.

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.

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 always limited to 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, as referred to in Article 8a below, 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. The materials provided by SUE BDA to the client in the context of the agreement and to the persons taking part in training courses for or on behalf of the client, such as but not limited to syllabi, publications, templates, models, systems, strategies, structures,

tools, logos and pay-offs, are subject to intellectual property rights belonging to SUE BDA and/or third parties with whom SUE BDA has licensing agreements.

2. SUE | Influence Framework, SUE | Behavioural Design Canvas, SUE | Behavioural Design Method, SWAC Model and SUE | Behavioural Ideation Model are trade names of Behavioural Design Academy B.V.. SUE is a registered trademark of SUE BDA.
3. 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.
4. 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 to dissolve the agreement in full or in part by means of a written statement, without being obliged to pay compensation.
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.
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PART 2: INDIVIDUAL TRAINING

ARTICLE 1 — APPLICABILITY

1. These general terms and conditions apply to the training courses offered and booked via the SUE | Behavioural Design Academy B.V. website (hereinafter: SUE BDA).
2. Deviations from these terms and conditions are only valid if agreed upon in writing.
3. Applicability of the customer's terms and conditions, however named, is expressly excluded.

ARTICLE 2 — OFFER

1. The offer of training courses is always subject to availability and sufficient interest.
2. Customers may revoke their registration free of charge within 14 days after the conclusion of the contract by sending an email to finance@sueamsterdam.com. Course materials already received must be returned simultaneously in their original packaging and undamaged.

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 and are excluding VAT.
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.
4. Payment in a maximum of 4 instalments is possible on the basis of direct debit, if requested upon registration and authorised. The full participation fee must always be paid before the start of the course.
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 client in default, to exclude the client 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.

ARTICLE 5 — CANCELLATION

1. **Cancellation by SUE BDA:** 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.
2. **Cancellation by the participant:** The participant may cancel their registration in writing before the start of the training. The following cancellation fees apply:
 - Up to one month before the start: 25% of the course fee
 - Up to two weeks before the start: 50% of the course fee
 - Up to one week before the start: 100% of the course fee
3. If no start date is applicable (as with coaching, self-study or e-learning), 100% of the cost will always be charged.

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 6 — 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 7 — INTELLECTUAL PROPERTY RIGHTS

1. The intellectual property rights, such as copyrights, model rights, trademark rights, and trade name rights, on the graphical interface of SUE BDA's website and on the texts and images thereon, as well as the materials provided by SUE BDA to the participant under the contract - such as but not limited to syllabi, publications, templates, models, systems, strategies, structures, tools, logos and pay-offs - belong exclusively to SUE BDA and/or third parties with whom SUE BDA has licensing agreements.
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. SUE | Influence Framework, SUE | Behavioural Design Canvas, SUE | Behavioural Design Method, SWAC Model and SUE | Behavioural Ideation Model are trade names of SUE Holding BV. SUE is a registered trademark of SUE BDA.
4. The participant is not permitted to use the intellectual property rights of SUE BDA in the broadest sense of the word.

ARTICLE 8 — 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 9 — PENALTY CLAUSE

1. If the participant acts in violation of Article 7 (Intellectual Property Rights) and/or Article 8 (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. This is without prejudice to SUE BDA's right to claim full damages in addition. 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.

ARTICLE 10 — 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 11 — 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 12 — 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.