

Application of conditions

1. The terms and conditions apply to all offers, work, proposals, contracts and agreements, possibly with third parties, that Scaffolding Training Europe (referred to as S.T.E. from now on) supplies for the services provided by S.T.E.;
2. Unless S.T.E. gives explicit and written permission, other terms and conditions than those of S.T.E. do not apply to the relationship with S.T.E..

Proposals are free of obligation.

3. All proposals by S.T.E. are free of obligation. Accepting the proposal, will lead to an agreement when both parties confirm the agreement in writing.

Liability

4. When executing the agreements, S.T.E. will take the required care to fulfil this agreement and handle to the best of their abilities.
5. If S.T.E. is provided with other details or information to work with (example technical drawings) by the other party, while executing the agreements made with S.T.E., then S.T.E. may assume that the provided details are correct and by using them there is no infringement made on the rights of third parties.
6. S.T.E. is only liable for damage, as a result of shortcoming in the performance delivered by S.T.E. herself and this shortcoming can be credited to S.T.E., as well as if a related default situation can be indicated.
7. In all circumstances the liability of S.T.E. will be limited to a compensation for the direct damages, which are as a result of the indicated shortcomings and no more than that. In any case the following situations are not seen as direct damages by S.T.E.: business damage, loss of products, revenue and/or profit loss or depreciation of stock.
8. Furthermore the liability of S.T.E. is limited to at the highest a sum corresponding to four times the value of the assignment to which the damage can be traced, unless there are personal injuries (including the death of a person). If there is liability, paired with injury (including the death of a person), then compensation obligation of S.T.E. will be limited to maximally a sum corresponding with eight times the value of the assignment to which the damage can be traced.
9. The restrictions in previously stated provisions do not apply, if the damage is as a result of the actions that are purposely or consciously reckless, by person for whom S.T.E. is liable.
10. The legal actions for damage compensations against S.T.E. expires, if a genuine liability claim doesn't reach S.T.E. within two months after the damaging event occurs, as well as if after rejection by or because of S.T.E., nothing is set within a year after, assuming the existence of a timely liability claim, with exception of situations where a term extension has been agreed upon.

Inspection

11. The client declares and on request of S.T.E. proves, that the client and/or her employee(s) possess the correct training requirements or usual medical statement and/or inspection certificates. If these are missing S.T.E. has the right to deny access to the courses and/or training facilities, without affecting the payment obligation of the client.

Cancellation

12. You can cancel agreed activities and/or use of training facilities free of charge up to 5 working days before the start of the training. This must be reported in writing to info@trainingscaffolding.com.
13. In the event of written cancellation less than 5 working days before the start of the training, the full amount will be charged unless otherwise agreed in writing over the agreed activities and/or use of training facilities.
14. If unforeseen calamities occur during training, the training can be moved once if possible. An amount of € 95.00 of transfer costs will be charged for this.
15. If S.T.E. due to circumstances outside its sphere of influence needs to cancel or reschedule a training and/or reserved training facilities, then S.T.E. has the right to do so. In consultation with the client, S.T.E. will endeavour to give the training and/or make the training facilities referred to available as soon as possible. S.T.E. will never be held liable for any costs incurred or damage suffered by the client in connection with a cancellation on its part.

Prices

16. S.T.E.'s prices are excluding VAT; this will be charged to the client, if applicable.
17. S.T.E.'s prices are excluding surcharges, these will be charged to the client, if applicable.
18. Payment for the services provided by S.T.E. needs to be made within 30 days after the invoice date, unless a different timeframe has been expressly stated. If the client does not pay in time, she will fail to follow the law and S.T.E. will have the right to lawfully charge interest, without a formal notice being required, starting at the invoice date. This does not affect any other rights S.T.E. may have. All payments have to be without any subtraction or compensation for claims placed by the client to S.T.E. S.T.E. is also authorised to charge the client for all costs, extrajudicial or judicial, that S.T.E. has to make to collect the amount owed by the client. S.T.E. takes it's right to change her prices twice a year. This is 1st of January and 1st of July of every new year.

Copyright and property laws

19. All training materials are solely for personal use by the participant of the training. S.T.E. expressly retains the copyright and property rights for all provided training material.

Retention law.

20. S.T.E. is allowed to delay her obligation of notification for discreet or other business, to the client and/or third parties, until all claims for the client have been fulfilled.

Competent court and applicable law.

21. All conflicts stemming from the content and/or execution of an agreement between S.T.E. and client, the first instant will be brought to the competent court in Middelburg. The Dutch law is applicable to the made agreements with S.T.E..