

## *Perfactor acting in training*

## *Terms and Conditions 2018*

The following conditions apply to all agreements concluded with Perfactor, unless agreed otherwise. These conditions have a term of one year starting on the first day of each new year. If the client confirms the agreed training course (s) by telephone, in writing or by e-mail, it declares to be in agreement with these terms and conditions, provided these have been sent in advance. In the following text 'actors' should be read as 'training/game actors and actresses' as well as Perfactor should be read as Perfactor Performances/Perfactor acting in training.

### *Article 1. Prices*

The 6% VAT rate applies to all prices stated by Perfactor. For the evening and weekend performance(s), 150% will be charged unless otherwise agreed. The preparation costs for a training, workshop, game, assessment or event will be determined in consultation. As a rule, this is our day part price. At follow-up training courses or programs, there is the possibility of a price arrangement.

### *Article 2. Payment and refund*

For clients, a payment term of 28 days after the invoice date applies. In the event of non-compliance with the aforementioned term, after a payment reminder, administration costs and, if necessary, any collection costs will be charged in accordance with the applicable statutory provisions. The course participant will have transferred the full course fee to IBAN NL64INGB 00004068309 in the name of Perfactor acting in training, stating the course code, no later than one month before the first course day. No refund will be granted if the student leaves the course prematurely or prematurely. In case of cancellation by Perfactor, within one month before the start of the course, a refund will be granted (see also move/cancel).

### *Article 3. Day part times*

In all half-day/day part sessions, half an hour is included which is used by the Perfactor actors as preliminary meeting time with the trainer or assessor. No later than one day before performance, the actor will also have contact with the trainer/process leader or assessor by telephone. A morning session runs from 8.30 am to 12.30 pm; An afternoon session runs from 12.30 to 17.00; An evening half-day runs from 17.30 to 21.00, including a meal.

### *Article 4. Confirmation/booking*

Bookings must be requested exclusively via Perfactor. Agreements and order confirmations are sent by the client or e-mailed and are returned by mail or mail to Perfactor within 5 working days before agreement.

### *Article 5. Competition clause*

The client is not allowed to approach the actor, who at that time works via Perfactor for the relevant client, directly or outside Perfactor and / or to book for work for the client himself, or for third parties without permission from Perfactor.

### *Article 6. Move or cancel*

Moving or canceling a performance must always take place by e-mail or in writing after approval of the assignment by Perfactor.

The free cooling-off period runs up to 14 days before the planned first execution day.

- In the event of cancellation of a training request up to 7 working days before the start of the performance, the full price is due.
- In case of cancellation of a training request of 14 working days before the execution day, 50% of the total price is due.
- In the event of cancellation of an assessment up to 3 working days before the assessment, the full price is due.
- In case of cancellation of an assessment up to 5 working days before the assessment, 50% of the total price is due.

Moving or canceling a course, by Perfactor, takes place up to 14 days before the first course day. This is done by e-mail or in writing.

The free reflection period for a course participant runs up to 14 days before the planned first course day.

- In the event of cancellation/relocation of a course, Perfactor undertakes to propose alternative dates to the student.
- If the student is unable to follow the course on the alternative dates, then the refund of the previously paid course fee will take place within 30 days after cancellation/transfer.

### *Article 7. Liability*

Perfactor, or the trainer or actor on behalf of Perfactor, is not liable for psychological dysfunction, suffering or physical injury to the participant, damage or loss of personal property, damage to the workspace provided by the client or materials on loan.

The client fully indemnifies Perfactor against claims from third parties or participants that have been notified by the client in respect of the above described events, unless the intention or gross negligence of the actor and/or trainer in the service of Perfactor is involved. In case of sporting activities and/or physical participation which is considered training and/or as a necessity for the training, presentation or workshop, assessment and responsibility of participation in such an activity rests entirely with the participant.

### *Article 8. Right*

In the event of a dispute, an attempt is first made to resolve this with the person (s) concerned. If this fails, mediation will be applied by the NvT (Dutch Association of Training Actors). The statement of this association is binding on Perfactor. (*See Complaints Procedure*).

### *Article 9. Privacy*

At all times applies to all persons acting on behalf of Perfactor, as well as all who have followed an information day, workshop, course, internship, game or evaluation, that they observe the privacy legislation as described in the provisions of the law on privacy.

This also applies to the content of all services provided by Perfactor, but also to all info of the trainer/assessor and course participants/candidates/participants and all Perfactor clients.

### *Article 10. Copyright and property right*

At all times applies to all persons acting on behalf of Perfactor, as well as all students that the right of ownership and copyright of all available information, brochures and case histories is and remains the property of Perfactor.