



## **General terms and condition for the AVPT program**

### **Article 1 – Definitions**

In these general terms and conditions, the following terms shall have the following meanings, unless explicitly stated otherwise:

1. **Het NIM:** Stichting Het NIM, legally registered in Nijmegen, The Netherlands, Chamber of Commerce number 84775270.
2. **Participant:** the natural or legal person who in any way makes use of the services provided by Het NIM.
3. **Program:** the Austin Vocal Psychotherapy program: a form of education in which there is direct contact between the participant and an instructor or trainer.
4. **Agreement:** the binding contract between Het NIM and the participant for the provision of the services specified in the agreement.

### **Article 2 – Applicability**

1. These terms and conditions apply to every offer, every agreement concluded, and every provision of services or products by the Het NIM.
2. Parties may only deviate from these terms and conditions if explicitly agreed upon in writing.
3. In situations where these conditions do not provide clarity, the [general terms and conditions of Het NIM](#) apply.

### **Article 3 – Agreements**

1. The prices displayed on the website are exempt from VAT unless stated otherwise.
2. If the participant does not agree with these terms and conditions, the registration for the program will not be continued.

### **Article 4 – Execution of the Agreement**

1. Het NIM shall execute the agreement to the best of its ability, expertise, and in accordance with professional standards.
2. Het NIM reserves the right to have the execution of the agreement carried out in whole or in part by third parties.
3. Het NIM is not liable for registrations that do not match the participant's level, resulting in the desired outcome not being achieved.
4. Registration for the program takes place through a selection procedure.
5. The selection procedure consists of submitting a CV and a motivation letter in English, followed by an online interview with the program leader. Afterwards, a final decision will be made regarding the applicant's admission to the program.
6. After successfully completing the selection procedure, the participant must accept the general terms and conditions and transfer (an installment) of the program fees, after which the registration is complete.

### **Article 5.1 – Payment**

1. Payment takes place as specified on the invoice for the training. Options include iDeal, Bancontact, or bank transfer.
2. Transaction fees are paid by the participant when payment is made by bank transfer.
3. The participant is required to pay invoices from Het NIM within the payment terms stated on the invoice. If the fee for participation is not fully paid on time, this may result in exclusion from participation.
4. If payment is not made within the payment term, administrative fees will be charged.

5. The participant is obliged to immediately report any inaccuracies in the provided or stated payment information to Het NIM.

## **Article 5.2 – Payment of Tuition Fees**

1. This program fees are set at € 5.500, - (five thousand five hundred euros) per year. The total cost for the two-year program is €11.000, - (eleven thousand euros). This includes accommodation (private room and all meals) for two residential weeks per year.
2. **Discounts for full payment**
  - a. In case of immediate full payment of one program year, the participant receives an invoice with a € 250, - (two hundred fifty euro) discount.
  - b. In case of immediate full payment of both the first and the second program year, the participant receives an invoice with a € 900, - (nine hundred euro) discount.
3. **Payment in instalments**

After consultation and written agreement by email, it is possible to pay in multiple instalments, with a maximum of five instalments. The full invoice amount of one year must be paid no later than three weeks before the first training day of that year.

## **Article 6 – Cancellation Policy**

1. Cancellation must be submitted by email. The date on which the cancellation is received is the determining date.
2. Depending on the time of cancellation, the participant receives the following refund of the tuition fee:
  - a. Up to four months before the first day of the program: full refund of the invoice amount. Het NIM charges € 85, - (eighty-five euro) administrative costs.
  - b. Up to three months before the first day of the program: 50% refund of the invoice amount. Het NIM charges € 85, - administrative costs.
  - c. Within three months before the first day of the program, the participant owes the full invoice amount.

3. If the participant does not attend or withdraws after the start of the program, no refund will be provided.
4. Het NIM may cancel the program if insufficient participants are registered. The decision to cancel will be made no later than three months before the start of the program and will immediately be communicated to the participants. The participant is entitled to a 100% refund of the amount already paid.
5. Refunds will be made via bank transfer as soon as possible, although not later than 30 days.

#### **Article 7 – Termination of the Agreement**

1. Within 14 days of registration, the participant has the right to cancel without charge. See 6.1 and 6.5 for the cancellation procedure.
2. In cases where the participant disrupts the program, causes disturbance to fellow participants, or prevents the instructor from carrying out their duties, Het NIM reserves the right to deny further participation.

#### **Article 8 – Intellectual Property**

1. Het NIM reserves all rights and powers granted under copyright law.
2. Copyright and/or any other intellectual property rights relating to the program and/or program materials provided by Het NIM remain the property of Het NIM and/or the respective instructor(s).
3. If applicable, program materials will be made available digitally to participants.
4. Program materials are intended exclusively for the participant's use during the program and may be kept afterward for reference.
5. Program materials may not be copied and/or distributed elsewhere without written permission from Het NIM or the instructor.
6. Program materials may not be made available to third parties without written permission from Het NIM or the instructor.
7. Het NIM reserves the right to use the knowledge gained from carrying out its work for other purposes, provided that confidentiality of information is maintained.

## **Article 9 – Confidentiality**

1. All parties are obliged to maintain confidentiality regarding all confidential information obtained from each other or from another source within the context of their agreement. Information is considered confidential if a party states it as such, or if this results from the nature of the information or the program.
2. All participants and instructors involved in the program agree to maintain confidentiality regarding all client-related and personal information discussed or shared during the training.

## **Article 10 – Complaints Procedure**

1. Complaints may be submitted in writing by email to Het NIM. Complaints regarding the program should preferably be submitted within 14 days of the incident, and no later than 4 weeks after it occurred.
2. Complaints are handled confidentially and answered within a reasonable period. If processing a complaint takes longer than 14 days, Het NIM will provide an indication of when a response can be expected.
3. A complaint does not suspend the participant's obligations unless Het NIM states otherwise in writing.
4. If a complaint cannot be resolved through mutual agreement, it will be forwarded to an external dispute committee.

## **Article 11 – Liability**

1. Het NIM works with various external parties in the execution of the agreement. Damage caused by negligence or misuse of provided materials by the participant will be recovered from the participant.
2. Het NIM is not liable for failure to obtain a certificate and/or accreditation points. No refunds will be issued in such cases.
3. Het NIM is not liable for damages resulting from information provided by or on behalf of the instructor.

4. Participants acknowledge that this program centers on their personal development, which may elicit emotional or psychological processes or responses. The program does not constitute any form of therapy, and the (lead) instructor will never act as the participant's personal therapist. All risks and responsibilities associated with participation rest solely and entirely with the participant.
5. Any (alleged) psychological or physical injury arising from participation in this program shall not be recoverable from Het NIM or the (lead) instructor.

#### **Article 12 – Force Majeure**

1. Force majeure includes, in addition to what is defined by law and jurisprudence, any external cause beyond the control of Het NIM that prevents Het NIM from fulfilling its obligations to the participant.
2. During a situation of force majeure, Het NIM's obligations are suspended or carried out by a third party with comparable expertise. If Het NIM cannot fulfil its obligations within three months, the participant will receive a full refund of the program fee.

#### **Article 13 – Governing Law**

1. Dutch law applies to every agreement between Het NIM and the participant, even when the participant resides abroad.

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