

Article 1: Definitions

- 1.1. Enroller: the person who enrolls himself or another for a training programme with the trainer.
- 1.2. Tuition fee: the training fee and/or examination costs.
- 1.3. Participant: the person who has been enrolled for a training programme with the trainer and/or participates in a training programme with the trainer.
- 1.4. Examination: an examination to be held by or on behalf of the trainer or by a third party after a training programme.
- 1.5. Trainer: the organisation providing the training programme and/or organising the examination, either under licence or otherwise.
- 1.6. Agreement: a written or unwritten agreement between the trainer and the enroller in which the trainer undertakes to provide one or more training programmes to the enroller against payment by the enroller of the applicable fee.
- 1.7. Training programme: a coherent system of organised didactic activities contained in training material and/or education. This may also be a training course, a workshop or a modular course.

Article 2: Applicability

- 2.1. These general conditions will apply to the agreement to be entered into between the trainer and the enroller, but will also apply to the participant in the training programme with the trainer.
- 2.2. Any derogations from these conditions will be valid only if expressly approved by the trainer.

Article 3: Enrolment for participation in, or ordering of, a training programme

- 3.1. Enrolment for participation in a training programme or ordering of a training programme can be effected either in writing or by telephone. Acceptance by the trainer of an enrolment/order will at all times be subject to contract and change. The trainer may at all times reject an enrolment or order for reasons of its own.
- 3.2. Any enrolment/order will be confirmed by an order confirmation to be sent by the trainer. Such order confirmation will state the name of the training programme, the number of participants, the agreed rates and the place and time of the training programme. The training data provided by the trainer will be subject to change.
- 3.3. As a result of the order confirmation an agreement will be formed between the enroller and the trainer which will be governed by these conditions.
- 3.4. Based on the order confirmation, the amount associated with the training programme will become due to the trainer.
- 3.5. If enrolment for a training programme is effected within 14 days prior to commencement of the training programme, the enrolment will be binding.

Article 4: Substance of a training programme

- 4.1. The substance of training programmes will be in accordance with the outlines set forth in the order confirmation. The trainer will at all times be entitled to make changes to the substance of the training programme, provided that the outlines represented in the order confirmation will not be derogated from.
- 4.2. The trainer will make the training materials required for the training programme available to the participant, except to the extent provided otherwise in the order confirmation.
- 4.3. If during the training programme it turns out that the enroller/participant requires expansion of the services, such expansion and the associated costs will be offered and/or confirmed to the enroller separately.

Article 5: Cancellation and suspension of training programmes

- 5.1. The trainer will at all times be entitled to change the training date or to cancel the training programme. The trainer will notify the enroller thereof as soon as possible. To the extent possible, the trainer will offer a new training programme. If this is not possible or if the enroller and/or the participant so prefer, the amounts already paid will be refunded by the trainer to the enroller.
- 5.2. Cancellation of the agreement or revocation of the enrolment by the enroller/participant will be possible only subject to the following provisions:

- Notice of cancellation is at all times to be given in writing;
- In the event of cancellation until 4 weeks prior to commencement of the training programme no tuition fee will be due; In the event of cancellation until 14 days prior to commencement of the training programme 50% of the tuition fee will be due;
- In the event of cancellation within 14 days prior to commencement of the training programme the full tuition fee will be due by the enroller; Any amounts already paid will, after deduction of the tuition fee due in connection with the cancellation, be deducted from the cost of a new training programme, to the extent possible. If this is not possible or if the enroller and/or the participant so prefer, this amount will be refunded by the trainer to the enroller.
- In the event of cancellation of a digital training programme 25%, subject to a minimum of EUR 75, will be due; In the event of cancellation of a digital training programme after provision of the login code to the enroller/participant, 100% of the tuition fee will be due;
- In the event of cancellation of the examination the applicable examination regulations will apply;
- In the event of cancellation or rescheduling of the training programme prior to commencement of the training course, an amount of EUR 25 in administrative charges will be invoiced.

- 5.3. In the event that a participant is prevented from participation, for any reason whatsoever, the enroller will be entitled to send a replacement, provided that such person satisfies the conditions for admission, if applicable.
- 5.4. In the event of misconduct by the participant or violation by the participant of the applicable order and safety measures, the trainer will be entitled to deny the participant access to the building and to remove the participant from the class and the building without being liable to refund any tuition fees.

Article 6: Payment conditions

- 6.1. Together with the order confirmation, the trainer will send the enroller an invoice for the training programme to be taken, unless agreed otherwise in writing.
- 6.2. The invoice is to be paid in advance before commencement or provision of the training programme and credited to the trainer's bank account stated in the invoice, unless agreed otherwise in writing.
- 6.3. In the event of late payment, the trainer will be entitled to suspend its obligation to perform, decide not to admit the enroller/participant to the training programme, invoke rescission of the agreement and claim compensation of all costs incurred and profits lost by the trainer.
- 6.4. Without prejudice to the provisions of article 6, paragraph 2, above, the invoices sent by the trainer will be subject to a maximum payment period of 30 days.
- 6.5. In the event that the enroller is in default or fails to perform one or more of its obligations, the extrajudicial costs of collection will be fully payable by the enroller. If the enroller continues to be in default in respect of punctual payment of the tuition fee, it will in any event forfeit an immediately payable penalty equal to 15% of the outstanding amount, subject to a minimum of EUR 75.
- 6.6. Any higher costs incurred by the trainer that can be considered reasonably necessary will also be eligible for compensation.
- 6.7. The statutory commercial interest will be due by the enroller on the costs of collection incurred.
- 6.8. If, for any reason whatsoever, the participant does not, or does not fully, exercise the right to attend the classes forming part of the training programme for which he has been enrolled, there will not be any right to a refund of all or part of the tuition fee.

Article 7: Intellectual property and confidentiality

- 7.1. The trainer will at all times be the sole owner of the intellectual property rights in the items, materials and electronic or other information made available to the enroller and/or the participant, unless expressly indicated otherwise by the trainer.
- 7.2. The enroller and/or the participant will be granted a non-transferrable right of use in respect of the training programme or programmes indicated in the order confirmation only.

- 7.3. The enroller and/or the participant will not reproduce any of the items, materials and electronic or other information referred to in paragraph 1 nor disclose same to third parties. Third parties will be understood to include anyone who cannot be equated to the enroller.
- 7.4. In no event will the enroller and/or the participant be permitted to make any changes to the items, materials or electronic or other information referred to in paragraph 1, the security thereof, or the intellectual property rights notices associated therewith.
- 7.5. The enroller and/or the participant will at all times be under the obligation to keep confidential the items, materials and electronic or other information referred to in paragraph 1, and the contents thereof, and to use same solely for the purpose for which they have been granted a right of use.

Article 8: Non-competition

- 8.1. Without the express written consent of the trainer, the enroller and/or the participant will not be permitted, either alone or in cooperation with third parties, to develop or provide a similar educational programme based on the educational programme provided by the trainer, curriculums developed, or the teaching materials to be used therein.

Article 9: Liability

- 9.1. If, for any reason whatsoever, the trainer is unable to provide part of a training programme or training day, the trainer will, in consultation with the enroller or the participant or participants, still provide the relevant part at a later stage.
- 9.2. The trainer will not be liable in any way whatsoever for any costs and/or damage as a result of cancellation of a training programme and/or non-provision of part of a training programme or training day.
- 9.3. The trainer will not be liable for any damage that may be caused to the enroller and/or the participant as a result of, or in connection with, or based on, the contents of the teaching materials or classes, recommendations and/or instructions provided by the trainer. The enroller's/participant's use of the teaching materials and the enroller's/participant's application of instructions given and recommendations provided will be entirely at the enroller's/participant's own expense and risk.

Article 10: Examination

- 10.1. All examinations provided or organised by or on behalf of the trainer will be governed by examination regulations to be provided by the trainer to the participants in the training programme.
- 10.2. In the event that examinations are taken by third parties, the trainer will endeavour to notify the participants of the examination requirements in good time.
- 10.3. Participants in a training programme and/or an examination will be under the obligation, at the request of a teacher, a staff member of the trainer or a staff member of the external examination agency, to produce identification in accordance with the requirements of the Dutch Compulsory Identification Act [Wet op de identificatieplicht].
- 10.4. In situations not provided for in the examination regulations, the trainer will decide.

Article 11: Final provisions

- 11.1. All agreements and disputes that may arise as a result of and/or in connection with these general conditions and the agreements to which these general conditions apply will be governed by the laws of the Netherlands.
- 11.2. The competent court in the district of The Hague will have exclusive jurisdiction to hear any disputes within the meaning of article 11, paragraph 1.