

Additional terms and conditions of delivery regarding training courses

Article 1 Applicability

1.1 These terms and conditions apply to all agreements between De Vertrouwenspersoon, hereinafter referred to as Contractor, and Clients, regarding participation in, or the assignment to organize courses, trainings and other forms of education in the broadest sense of the word, hereinafter referred to as course.

1.2 Deviations from these terms and conditions are only binding if and insofar as they have been confirmed in writing by the Contractor.

1.3 In these terms and conditions, cancellation means: the termination of the order for a course, or rescheduling the start time of the course.

1.4 General purchase conditions of the Client do not apply unless they have been accepted by the Contractor in writing.

Article 2 Establishment of the agreement

The agreement between the Contractor and the Client is established by the Client signing the Contractor's quotation.

Article 3 Cancellation or rescheduling by the Client

3.1 For a quoted course, the Client has the right to cancel participation in, or the assignment of, a course by registered letter.

3.2 Cancellation by the Client of the quoted assignment can be done free of charge up to six weeks before the start of the first course day. Between six and four weeks before the start of the course, client is obliged to refund 50% of the course fee.

3.3 In case of cancellation less than four weeks before the first course day of a quoted assignment, the Client is obliged to pay 100% of the course fee.

3.4 In case the Client or the participant appointed by the Client prematurely terminates participation after the commencement of the offered course, or otherwise does not take part in the course, the Client shall not be entitled to any refund.

3.5 For open enrolment via our website, a different cancellation policy applies: In case of incapacity to join, the enroller can be replaced by a fellow confidant for the totality of the course. If this fails, the following cancellation fees apply:

- 4 weeks prior to the training: 50% of the training fee

- 3 weeks prior to the training course: 100% of the training fee

3.6. After the signing of the training contract, the Client has a 14-day reflection period, during which time the Client may cancel their participation in the course without providing a reason.

3.7. Article 3.6. shall not apply if this article conflicts with the deadlines as stated in Articles 3.2. to 3.5.

Article 4 Cancellation by the Contractor

The Contractor shall be entitled to cancel the course or refuse participation of a Client or the participant appointed by the Client, without giving reasons, in which

case the Client shall be entitled to a refund of the full amount paid to the Contractor.

Article 5 Replacement

The Client or the participant appointed by the Client may arrange for another person to take part in the course instead of the registered participant, by mutual agreement, if the replacement is communicated to the Contractor within 24 hours of the cancellation of the original participant. This provision does not affect the Contractor's right under Article 4.

Article 6 Prices

Prices are non-binding unless included in a written agreement, as referred to in Article 2.

Article 7 Payment

7.1 The Contractor shall charge the fees owed by the Client by means of an invoice. The Client shall pay the course fees no later than ten days after invoicing in the manner indicated by the Contractor without suspension or settlement on account of an (assumed) failure by the Contractor, unless expressly agreed otherwise.

7.2 Travel and arrangement/lodging costs as well as compulsory literature in connection with participation in a course are not included in the course fee, unless expressly agreed otherwise in writing.

7.3 If the Client fails to pay within the agreed period, he shall be in default without any notice of default. From the due date, the Contractor shall always be entitled to charge statutory interest. If payment is not made on time, the Contractor shall be entitled to suspend execution of the assignment immediately.

Article 8 Suspension and dissolution

The Contractor is entitled to refuse participation of the Client or of the participant assigned by the Client in a course, or to suspend execution of the assignment, if the Client has not fulfilled his payment obligation in time, without prejudice to the provisions of Article 7.

Article 9 Copyright

9.1 The copyright in the brochures, project materials and course materials issued by the Contractor shall be held by the Contractor, unless another copyright holder is indicated in the work itself. No extracts and/or excerpts or any material shall be published or reproduced in any way by the Client without the express written permission of the Contractor.

9.2 The copyright in reports, proposals and other documents resulting from the work of the Contractor shall belong exclusively to the Contractor.

Article 10 Liability

10.1 Contractor shall endeavour to carry out the assignments given to the best of its knowledge and ability.

10.2 Contractor does not accept any liability to Client for any damage.

10.3 Contractor shall never be liable for indirect damage, including consequential damage, loss of profit and damage due to business interruption.

10.4 Contractor will not be held liable if Client has the possibility to claim directly against his insurance company or that of a third party with regard to the occurrence of the damage.

Article 11 Applicable law and jurisdiction

All agreements between the Contractor and a Client are governed by Dutch law. Disputes arising from agreements in which these terms and conditions apply shall in principle be settled by mediation but, if mediation does not lead to a solution, shall be submitted to the court with jurisdiction in Leeuwarden.