



General Terms and Conditions

PART I GENERAL

1. Definitions

1. Netherlands Business Academy:

Netherlands Business Academy bv is registered in the association register of the Chamber of Commerce in Breda under number 20114088.

2. Activity:

An activity is understood to mean a by Netherlands Business Academy organized training, education, course, seminar, congress, study day or similar event. In the context of these terms of delivery, a distinction is made between "open" and "closed" activities.

A. "Open" activity:

An "open" activity is an activity in which everyone can participate, which meets the admission criteria set by Netherlands Business Academy, regardless of the organization where this person works.

B. "Closed" activity:

A "closed" activity is an activity that is organized for employees from an organization or a limited number of specifically named organizations. The closed activity program is then compiled in close collaboration and consultation with the client.

C. Participant:

A participant is the person who has registered for an activity or has had it registered.

D. Enrollment:

In this context, enrollment means that you are validly registering for a study program in the manner indicated using the appropriate registration form.

E. Cancellation:

In this context, cancellation means the registered written cancellation of participation in a course by a participant.

F. Course fee:

In this context, course fee should be understood to mean the amount that Netherlands Business Academy charges to participate in a course. This is the amount as stated by Netherlands Business Academy and is announced in the price lists and / or quotation at the time of registration for the relevant parts.

G. Client

Client is understood in this context; the person who has assumed responsibility for the payment of the activity.

H. Accreditation

Accreditation means the quality mark that expresses that the quality of a course has been positively

assessed by the relevant accreditation body. Accreditation takes place at the level of the course.

2. Validity of delivery conditions

Unless otherwise agreed in writing, these delivery conditions apply to every activity organized by Netherlands Business Academy.

3. Written material and verbal instructions

1. The by Netherlands Business Academy written supporting material provided in the context of an activity is copyrighted. It is not permitted to use this written material (or have it reproduced) without the prior written permission of the person (s) entitled.

2. The content of the written material has been compiled as well as possible on the basis of scientific research and / or practical experience. However, Netherlands Business Academy accepts no liability whatsoever for the follow-up and / or interpretation by participants of the recommendations laid down in the written material, and / or of verbal instructions given during the implementation of the activity.

4. Suspicion

If it is impossible for a teacher at Netherlands Business Academy to arrange a meeting due to unforeseen circumstances, Netherlands Business Academy will try to employ a replacement teacher. However, if that proves impossible, Netherlands Business Academy reserves the right to postpone the meeting to a date to be determined by Netherlands Business Academy.

5. Damage as a result of the cancellation of the activity

Netherlands Business Academy is not liable for damage that a participant and / or the person who has indicated a participant might suffer as a result of the cancellation of an activity.



6. Change of teachers

Netherlands Business Academy reserves the right to change the teachers and course manual after the names of the teachers and / or course manual in publications, advertisements etc. have been made public by Netherlands Business Academy without the participant being entitled to cancel his registration.

7. Change content of activities

Netherlands Business Academy reserves the right to intermediate change the program content of the activities in case of changes in the exam requirements made by external exam institutes and when it comes to qualitative improvement, the latter at the discretion of Netherlands Business Academy.

8. Accreditation

With regard to the accreditation of its programs, Netherlands Business Academy only guarantees the accreditation formally issued for this program at the time of enrollment and only if the program is completed within the nominal study duration.

PART II "OPEN" ACTIVITIES

9. General rules for open activities

1. Netherlands Business Academy announces its open activities in magazines, brochures and brochures and through advertisements or press releases in other media. The prices, places and dates mentioned therein are subject to change and may be changed if circumstances so require.
2. An open activity will only take place if, in the opinion of Netherlands Business Academy, sufficient participants have registered for it.
3. Netherlands Business Academy has the right to refuse a participant if, in the opinion of Netherlands Business Academy, the participant does not meet the admission criteria set by Netherlands Business Academy.
4. In principle, the Netherlands Business Academy decides at the latest two weeks before the planned start date whether or not to continue an open activity. Netherlands Business Academy reserves the right to suspend the decision on whether or not to continue until no later than one week before the scheduled start date.
5. If an open activity does not take place, the participant funds already paid will be refunded. If a participant so wishes, the amount can be used to participate in the next similar open activity organized by Netherlands

Business Academy. The participant will not be charged for any interim price increases.

10. Cancellation and absence concerning a registration for open activity

1. Your registration can only be canceled in writing and by registered letter. If canceled up to 8 weeks before the start of the training, 25% of the course fee will be charged. If you cancel between 60 and 21 days before the start of the course, you will be charged 50% of the course price. After that, the total amount is due.
2. The original participant has the right to appoint a replacement participant, provided this is done in writing and by registered mail before the start of the course. This participant must meet all the criteria for intake.
3. If, due to force majeure (at the discretion of Netherlands Business Academy), a participant has neglected an important part of a certain open activity, Netherlands Business Academy will, as far as possible, give this participant the opportunity for the next, similar open activity to resit the failed part. Netherlands Business Academy reserves the right to charge additional costs. Netherlands Business Academy is never obliged to fully or partially refund participant money, even if a similar open activity is no longer organized by Netherlands Business Academy.
4. In the event of premature termination or transfer of the participation of the activity, the course fee will not be refunded.

11. Payment conditions for open activities

1. After registering for an open activity, the participant, or the person through which the participant has registered, receives the invoice for payment of the training costs. The invoice must be paid within two weeks of the date of the order confirmation.
2. You can register for the entire course in one go or for individual Masterclasses. With registration and payment in one go, the amounts of the entire course that apply at that time apply. When registering for individual components of the study program (Academic Course, Masterclass), the at that time applicable rates apply. During the continuation of the training, the rates applicable at that time will be applied, not the rates applicable at the start of the training. When registering for the entire course but paying in parts, a percentage communicated in advance on the registration form will be charged on top of the total sum of the chosen product.



3. Registration can be done in writing, by e-mail, by telephone or orally at the local office / partner office of Netherlands Business Academy.
4. If the participant or the person through which the participant registered has failed to pay on time, he is obliged to reimburse the extrajudicial and judicial collection costs incurred by Netherlands Business Academy.
5. From the 14th day following that on which the payment term has expired, the participant must pay an interest of 8% of the amount owed to Netherlands Business Academy for any further exceeding of the payment term by one month or part thereof.
6. Netherlands Business Academy reserves the right to suspend the execution of the agreement in appropriate cases until payment has been received. Netherlands Business Academy may, where appropriate, deny the participant access to the location where the training in question will take place and also terminate other facilities made available. It also has the authority to deny the participant access to taking exams.

12. Additional costs for open activities

1. Unless explicitly stated in the written information by Netherlands Business Academy about an open activity, the participant price does not include accommodation costs such as lunch costs, dinner costs, hotel costs and the like. Participants must settle these costs separately with the Netherlands Business Academy or the agency that provides the service.
2. Unless explicitly stated otherwise, the cost of acquisition of literature prescribed for the open activity is not included in the participant price. The acquisition costs are therefore entirely charged to the participants.
3. If an open activity involves exams and / or an test, the Netherlands Business Academy or the institution that organizes the exams or the exam may charge an test fee or exam fee. Unless stated otherwise, these costs are not included in the participation fee.

13. Validity of course fees and results achieved, the results

1. In principle, achieved credits for parts of the program remain valid for 4 years. After this, the organization has the right to declare the results void.
2. The participant pays for parts of the course or for the course as a whole (see payment conditions). If the participant has consumed more than twice the nominal duration of the enrolled and / or paid part of the course and has not yet completed and / or completed the

course, the participant's claims to follow education or other related services such as reviewing assignments. will lapse.

3. After payment, a participant has the right to follow a master class or module once and has a maximum of two attempts for the test, regardless of the nature of the test. If the participant wishes to use the lessons and / or testing and assessment options again, this will take place at the rates applicable for these services at that time.

4. The nominal study duration for the final assignment of the study program (thesis, thesis or graduation assignment) is 3 months. The permitted exceeding of the study duration of this paper is three extra months. Here the moment of acceptance of the proposal or the completion of the last module (the earliest of the two data) is decisive as the moment of measurement. If this study duration is exceeded by more than the aforementioned three months, an additional amount of € 500 per three months is due for administration and supervision costs.



PART III "CLOSED" ACTIVITIES

14. Validity of offers and payment conditions for closed activities

1. Netherlands Business Academy commits to carry out a closed activity in accordance with its proposed program and the price offered. A condition for this is that the client issues the order within 3 months of the date of the quotation.

2. After issuing the assignment, the client receives a bill for the amount involved in the implementation. This must be paid within two weeks of the date of the invoice. Articles 11.4 and 11.5 of these terms and conditions also apply to the payment of the invoice for closed activities.

15. Cancellation and modification of closed activities

If a client wishes to substantially change or cancel an assignment that has already been given, Netherlands Business Academy will charge the costs it has already incurred and the costs resulting from the cancellation by obligations entered into for the implementation. A minimum of 50% of the original amount agreed for the execution of a closed activity is due.

PART IV OTHER PROVISIONS

16. Dissolution

1. If the participant or the person registering for the participant does not fulfill one of his obligations towards the Netherlands Business Academy, does not comply with them on time or properly, requests suspension of payment, becomes bankrupt or terminates his company, then Netherlands Business Academy has the right without judicial intervention and / or a further notice of default being required by means of a written statement to fully or partially dissolve all agreements concluded with the contracting party and there is a right to compensation for all direct, indirect and consequential damage, including lost of profit, without prejudice to other legally accruing rights.

2. If Netherlands Business Academy does not, not timely or properly fulfill its obligations, even after a written reminder, the participant or the person who has the participant registered may dissolve the agreement concerned for the defective part, without being able to claim compensation for termination damage.

17. Applicable law

All offers and agreements to which these general terms and conditions apply are exclusively governed by Dutch law.

18. Dispute settlement

All disputes - including those that are only considered as such by one of the parties - arising from or related to an offer, assignment, agreement or commitment to and / or with the Netherlands Business Academy will in the first instance be settled exclusively by the competent Judge in the District of Breda.

19. Changes

Netherlands Business Academy is authorized at all times to change or supplement these terms and conditions in whole or in part. Changes and / or additions to these terms and conditions are binding for those involved from the day they are filed with the Chamber of Commerce in Breda.

20. Deposit

These general terms and conditions have been filed with the Chamber of Commerce in Breda under no. 20114088.

21. Final provision

A reasonable arrangement will be made by the management of the Netherlands Business Academy in all cases not covered by these general terms and conditions.