

1. Applicability

1. These Terms and Conditions apply to all agreements between EBC Taleninstituut and Clients with regard to participation in or an order to organize courses, training courses and other types of education, or advising in the broadest sense, hereafter to be referred to as 'course'.
2. Deviations from these Terms and Conditions are only binding if and in so far as these have been confirmed in writing by EBC Taleninstituut.
3. In these Terms and Conditions the following are defined as:
 - Cancellation: cancellation of the assignment for a course or rescheduling of the start of the course.
 - Intake: exploratory meeting with the course participant before the start of the course.
 - Private course / (semi) crash course/upgrade course/introduction course/refresher course: tailor-made course for 1 or 2 persons consisting of a number of half day/evening classes for which course dates and times have been agreed in consultation.
 - Group course: a course that is open to enrolment for 4 to 8 persons.
 - In-company training: a course that is organized on assignment of and at the site of a company.
 - Start of the course: the first course day.
4. General Terms and Conditions of the Client do not apply, unless these have been accepted in writing by EBC Taleninstituut.

2. Formation of the Agreement

Formation of the Agreement between EBC Taleninstituut and the Client will be effected when the Client signs the relevant enrolment or registration form, by a written confirmation that is signed by EBC Taleninstituut and the Client or by written confirmation sent by EBC Taleninstituut to the Client in response to the enrolment or order the latter has sent by email or facsimile.

3. Cancellation or Rescheduling by the Client (*rescheduling does not apply to group courses open to enrolment*)

1. The Client of a course is entitled to cancel participation in, or the order for a course in writing.
2. If the Client *cancels* a private course or a group course that is open to enrolment at least 10 work days before the start of the first course day, the Client is obliged to compensate € 95 excl. 21% VAT in respect of registration and administration costs. If the Client *cancels* an in-company group course at least 20 work days before the start of the first course day, the Client is obliged to compensate € 75 excl. 21% VAT per participant in respect of registration and administration costs.
3. In case of *cancellation* later than 10 work days in respect of a private course or a group course that is open to enrolment or later than 20 work days in respect of an in-company group course before the start of the first course day, the Client is obliged to compensate 50% of the course expenses. If the training course is planned - as requested by the Client - later than 10 (or 20, in respect of an in-company group course) work days before the start of the training course, 50% of the training costs will likewise be charged in case of cancellation.
4. A private course can be *rescheduled* free of charge up to 10 work days before the start of the first day.
5. An in-company group course can be *rescheduled* free of charge up to 20 work days before the start of the first day.
6. In case of *termination* later than 10 work days in respect of a private course or a group course that is open to enrolment or later than 20 work days in respect of an in-company group course before the start of the first course day, the Client is obliged to compensate 50% of the course expenses.
7. In case of a private course the course participant is entitled to reschedule classes free of charge on a maximum of two half-days or evenings for each course consisting of ten half-days or evenings until 1 work day before the start of the class. If the class is cancelled within 1 work day before the start of the class, the class will lapse.
8. In case of an in-company course the Client is entitled to reschedule a maximum of 2 classes free of charge for each course consisting of 30 hours until 1 work day before the start of the class. If the class is cancelled within 1 work day before the start of the class, the class will lapse.
9. If the Client or the course participant that was designated by the Client terminates the course early or does not participate in the course in any other way after the start of the course, the Client is not entitled to any type of reimbursement.
10. All classes that have not been taken will lapse as of three months after the intended end date of a course, unless agreed otherwise in writing.

4. Cancellation by EBC Taleninstituut

EBC Taleninstituut is entitled to cancel the course without stating its reasons or to refuse participation of a Client or the course participant that was designated by the Client, in which cases the Client is entitled to reimbursement of the full sum it has paid to EBC Taleninstituut.

5. Not Attending Classes in a Group Training Course that is Open to Enrolment or an In-company Course

When participating in a group training course it is not possible to catch up on classes one did not attend or to request recovery of the costs. In case the course participant fails to attend classes three times, the Client will be informed accordingly. In case a course participant fails to attend over 25% of the classes, he/she will not receive a course certificate.

6. Group Composition

The composition of a group cannot be altered after the start of an in-company training course.

7. Group Size of a Group Training Course that is Open to Enrolment

This training course will start as soon as 4 participants have enrolled. A group will consist of a maximum of 8 persons.

8. Replacement

The Client or the course participant that was designated by the Client may designate another participant instead of the enrolled person to participate in the course, provided the replacement is notified to EBC Taleninstituut within 1 work day after

cancellation of the original course participant. This stipulation does not affect the entitlement of EBC Taleninstituut pursuant to article 4.

9. Prices

Prices have no binding effect unless they are included in a written agreement as referred to in art. 2.

10. Payment

1. EBC Taleninstituut will charge the fees due by the Client by means of an invoice. The Client must pay the course fees due before the start of the course, though ultimately fourteen days after invoicing in the manner as indicated by EBC Taleninstituut.
2. Travel and subsistence expenses as well as obligatory course materials in respect of participation in a course are not included in the course fee, unless explicitly agreed otherwise in writing. Any subsistence expenses must be paid by the Client to EBC Taleninstituut within fourteen days after invoicing in the manner as indicated by EBC Taleninstituut. The invoice in respect of obligatory course materials must be paid within fourteen days after invoicing in the manner as indicated by EBC Taleninstituut.
3. In case the Client does not pay within the agreed term, it will be in default without any type of notice of default. EBC Taleninstituut shall always be entitled to charge the statutory interest rate as of the due date. In the event of failure to pay EBC Taleninstituut will be entitled to suspend the execution of the assignment immediately.
4. In case of non-timely compliance, the Client will always be obliged to compensate EBC Taleninstituut for all judicial and extra-judicial collection costs that have been incurred within reason, which will always include the costs of collection agencies as well as actually incurred costs and the fees of bailiffs and lawyers, also in case these exceed the costs of the proceedings to be awarded at law. Extra-judicial collection costs shall be at least 15% of the sum due by the Client, with a minimum of €150.

11. Suspension and Termination

EBC Taleninstituut is entitled to refuse participation of a Client or the course participant that was designated by the Client, or to suspend execution of the assignment, in case the Client did not fulfil its payment obligation in time, without prejudice to the stipulations of article 10.

12. Copyright

Copyright on course materials published by EBC Taleninstituut is vested in EBC Taleninstituut, unless another copyright holder is indicated on the material itself. The Client shall not publish any data from course materials and/or extracts or any material or multiply this in any other manner without explicit written consent from EBC Taleninstituut.

13. Hiring EBC Taleninstituut Staff Members

Employees of EBC Taleninstituut are bound by a non-competition clause during employment and for two years after termination of employment by EBC Taleninstituut; this means that they cannot perform work for contacts of EBC Taleninstituut. Based on the above, the Client is not at liberty to hire former staff members of EBC Taleninstituut within the above period without consultation of EBC Taleninstituut, or to use their services in any other manner. This also applies to a situation in which the former staff member is employed by a third party.

14. Liability

1. EBC Taleninstituut does not accept any liability in respect of the Client for any damage unless its liability insurance policy does cover the damage and in so far as the insurance company shall compensate in a particular case.
2. EBC Taleninstituut is never liable for indirect damage loss, including consequential loss, loss of profit and loss due to business interruption.
3. EBC Taleninstituut will not be held liable in case the Client has the opportunity to make a direct claim against its insurance company or against a third party's insurance company in respect of the occurrence of the damage.

15. Applicable Law and Competent Court

Dutch law applies to any Agreement between the EBC Taleninstituut and a Client. Disputes that arise from Agreements to which these Terms and Conditions apply which are beyond the competence of the Cantonal Section of the District Court shall be subject to the jurisdiction of the competent court in Breda.