

General terms and conditions of AgileWerk training courses

ART. I DEFINITIONS

1. Principal: the natural person or legal entity with whom an agreement has been concluded regarding participation in a training course.
2. Participant: the natural person who actually takes part in the training course on behalf of the principal.
3. Training: education, training, workshop, coaching, counselling or any other meeting with the aim of transferring and/or increasing knowledge and/or skills.
4. Open training: training with participation of participant(s) from different companies and/or organisations.
5. Incompany training: training with participation of participant(s) from the same company and/or organization.
6. Terms and conditions: these general terms and conditions.

ART. II APPLICABILITY

1. The terms and conditions shall apply to all quotations, general offers, (legal) acts, contracts and the like of AgileWerk, regardless of whether these are related to or follow quotations, general offers, (legal) acts, contracts and the like already made.
2. Amendments or additions to the terms and conditions must be explicitly confirmed in writing by the Contractor.
3. A tender in the manner referred to in Article III paragraph 1 or the acceptance of a tender as referred to in Article IV paragraph 2 implies acceptance of the applicability of these terms and conditions.
4. Applicability of general terms and conditions of the client is excluded insofar as they conflict with these terms and conditions.

ART. III ENROLMENT AND CONFIRMATION OF OPEN TRAINING

1. Registration for the open training courses to be provided by AgileWerk may be done by the client by submitting the fully completed registration form on the AgileWerk website, by registering by telephone, or by registering by email.
2. AgileWerk will always confirm a registration made in the manner specified in the previous paragraph in writing or by email. By sending this confirmation, the agreement with regard to participation in the training in question is established. However, the parties may also prove the conclusion of the agreement by other means.
3. The order confirmation reflects the (content of the) agreement, subject to evidence to the contrary.

ART. IV AGREEMENT ON IN-COMPANY TRAINING

1. For an in-company training, the client will request a quote from AgileWerk.
2. The agreement with regard to participation in an in-company training course is established by integral acceptance of the offer.
3. The content of the offer shall be deemed to reflect the agreement. A deviating acceptance of the

Offer is considered as a rejection of the original offer and as an invitation to make a new offer. AgileWerk is not obliged to draw up a new quotation.

ART. V PRICES OF OPEN TRAINING

1. When enrolling via a registration form or by telephone, the prices of the training course, as stated in the most recent brochure published or distributed by AgileWerk, apply, regardless of whether the client is familiar with them.
2. When registering for a course using the application form based on a mailing, the prices mentioned in that mailing apply.
3. When registering by filling in the form on the AgileWerk website and sending it by email, the prices as stated on the internet at the time of registration apply.
4. The prices of the training include the cost of the training material, unless otherwise stated.
5. All prices are exclusive of VAT and will be charged inclusive of VAT.

ART. VI PRICES OF IN-COMPANY TRAINING

1. The price of the training mentioned in the offer is only binding during the period of validity of that offer.
2. The quoted price of the training includes the cost of the material for the training, unless stated otherwise.
3. All prices are exclusive of VAT and will be charged inclusive of VAT.

ART. VII PAYMENT

1. After registering for a training course as referred to in Article III or after accepting the quotation as referred to in Article IV, AgileWerk will send the client an invoice relating to the training course.
2. Payment by the instructing party must be made in full within 14 days of the invoice date, but at the latest before the start of the first day of training, without any right to discount or setoff, at the office of AgileWerk or by means of a deposit into a bank or giro account designated by AgileWerk.
3. If the client has not paid within the period referred to in paragraph II of this article, he shall be in default by operation of law without further notice of default being required. In that case, the client shall also owe interest from the due date until the date of payment in full at a rate of 1% per month, calculated on the outstanding invoice amount, without further notice, whereby part of a month shall be regarded as a whole month.
4. If the client fails to pay or fails to pay on time, the resulting costs for AgileWerk shall be borne by the client. These costs include all judicial and extrajudicial costs, such as the costs of summons, collection, counsel/attorney at law. The extrajudicial costs are set at a minimum of 15% of the amount to be claimed.
5. If AgileWerk has not received full payment of the price of the training prior to commencement of the training, the participant shall not be entitled to take part in the training, without this relieving the client of its obligation to pay the full price of the training plus any additional costs.

ART. VIII CANCELLATION OF OPEN TRAINING/INCOMPANY TRAINING BY THE CLIENT

1. Cancellation by the client of the agreement concerning an open training course is only possible by registered letter no later than four (4) weeks before the planned first day of the training course.
2. If the amount due for participation in the training course has already been paid by the client, he will receive this amount back in case of cancellation minus € 25.00 (excluding VAT) in administration costs. For cancellations from four (4) weeks up to one (1) week before the first day of the training, 50% of the amount due will be charged as a cancellation fee. In case of cancellation within one (1) week before the first day of the training, the full amount of the training is due and the client is not entitled to a refund of what has already been paid.
3. Cancellation by the client of the agreement of the training after the start of the training is not possible.

ART. IX HINDRANCE OF THE PARTICIPANT

1. If a participant is unable to take part in the training, replacement by another participant is possible, provided that the replacement is registered with AgileWerk in good time. The client does not owe any additional costs for this replacement.

ART. X CANCELLATION BY AGILE WORK

1. AgileWerk reserves the right to cancel the training up to three (3) days before the first day of the training. The principals will be informed of this without delay. AgileWerk will refund the amount paid by the client for the training. If possible, AgileWerk will offer the client an alternative. If the client makes use of this, the amount of the training will not be refunded.

ART. XI LIABILITY

1. AgileWerk shall not be liable for any damage caused by or in connection with participation in an AgileWerk training course or the cancellation of the training contract by AgileWerk unless AgileWerk can be blamed for intent or gross negligence.
2. If AgileWerk is at any time liable for any damage despite the provisions of paragraph I, this shall be limited to a maximum of the invoice amount.
3. Indirect damage will not be compensated.
4. Invitation to make a new offer. AgileWerk is not obliged to draw up a new quotation.

ART. XII INTELLECTUAL PROPERTY

1. The training material provided becomes the property of the client. AgileWerk reserves the rights to the intellectual property, the training materials and any other documents/products relating to the training.
2. Without AgileWerk's express written consent, the client shall not be entitled to disclose, exploit, or in any way reproduce data from and/or portions and/or excerpts of the training materials provided.

ART. XIII REPLACEMENT TEACHER OR TRAINER

1. AgileWerk is at all times entitled to replace a lecturer or trainer charged by it with the execution of the training contract with another qualified lecturer or trainer.

ART. XIV HAZARD

1. The client must raise an objection in writing with regard to the execution of the training contract or an administrative procedure related to the training within 8 days of commencement of the training and address it to the director of AgileWerk. A written response to the objection will follow.
2. Objections regarding the invoice must be made known within 8 days after the invoice date in the same way as mentioned in paragraph I, after which the settlement will also take place in writing.

ART. XV APPLICABLE LAW

1. All quotations, general offers, (legal) acts and the like of AgileWerk and contracts between AgileWerk and the client shall be governed by Dutch law.
2. All disputes arising between the parties as a result of a quotation, general offer, (legal) act, agreement, etc., to which these terms and conditions apply or as a result of agreements ensuing therefrom, shall be brought before the competent court in the Netherlands.