

# ICT~Office Terms and Conditions

## Module 8 Courses and training programmes

*The ICT~Office Terms and Conditions are filed with the Chamber of Commerce for the Central Netherlands under number 30174840.*

### 1. Applicability

- 1.1 The ICT~Office Terms and Conditions consist of the General module as well as one or more specific modules per product or service. The provisions of this module shall apply in addition to the provisions of the General module in the event that the Supplier provides services in the field of instruction such as courses, (in company) training programmes, seminars and workshops (hereinafter abbreviated to: courses).
- 1.2 The provisions of this module are inextricably linked with the provisions of the General module. In the case of conflict between the provisions of the General module and the provisions of this module, the latter shall prevail.

### 2. Registration and cancellation

- 2.1 Registration for a course must in all cases be carried out in writing and shall be binding following confirmation by the Supplier.
- 2.2 The Client shall bear responsibility for the selection and suitability of the course for the participants. This shall apply in full if the Supplier admits a participant to a course that is subject to admission standards. In these general terms and conditions, the term 'participants' shall be understood to refer to individuals who have registered for a course. The lack of the required prior knowledge on the part of participants shall under no circumstances affect the Client's obligations pursuant to the agreement. The Client shall be permitted to replace a course participant with another participant after obtaining the prior written consent of the Supplier.
- 2.3 The Supplier shall be entitled to cancel the course, combine the course with one or more other courses, or arrange for the course to take place on a later date or at a later time at its own discretion if it is of the opinion that the number of participants registered constitutes reason to do so. The Supplier shall retain the right to change the location of the course. The Supplier shall be entitled to make organisational and substantive changes to a course where necessary.
- 2.4 If an agreement has been entered into with a view to implementation by a specific individual, such as a specific teacher, trainer or speaker, the Supplier shall at all times be entitled to replace this individual with one or more other individuals with the same or similar qualifications.
- 2.5 The consequences of cancellation of participation in a course by the Client or participants shall be governed by the Supplier's standard rules. Except where otherwise agreed, cancellation must in all cases be carried out in writing and in advance of the course or

the relevant part of the course. Cancellation or non-attendance shall not affect the Client's obligations pursuant to the agreement. In the event of cancellation by the Client or a participant, it shall fall to the Supplier to decide whether a request for the provision of training material will be granted.

### 3. Implementation of courses

- 3.1 The Supplier shall make every effort to ensure that the course is provided with due care and in accordance with the arrangements and procedures agreed in writing with the Client where applicable. All services in relation to courses shall be provided on the basis of a best efforts obligation. The Client accepts that the Supplier shall determine the content and scope of the course.
- 3.2 The Supplier shall only be obliged to follow timely and well-founded instructions issued by the Client during the performance of the service if this has been agreed in writing. The Supplier shall not be obliged to follow instructions that change or extend the content or scope of the agreed service. If such instructions are followed, however, compensation shall be provided for the work in question in accordance with the Supplier's standard rates.
- 3.3 Without prejudice to the Client's remaining responsibility for the conduct of the participants, the Client shall notify the participants of, and supervise compliance by participants with, the obligations arising from the agreement and the rules (of conduct) imposed by the Supplier in respect of participation in the course. Participants must strictly observe the training dates and times announced.
- 3.4 If the Supplier makes use of its own hardware or software during the implementation of the course, the Supplier shall not guarantee that this hardware or software is free from defects and will operate without interruptions. If the Supplier holds the course on the Client's premises, the Client shall, except where agreed otherwise in writing, ensure that properly functioning hardware and software is available.
- 3.5 Except where agreed otherwise in writing, the holding of examinations or tests shall not form part of the agreement.
- 3.6 Except where agreed otherwise in writing, a separate fee shall be payable for the documentation or other training materials or resources provided or produced for the purpose of the course. The foregoing shall also apply to any course certificates or duplicates thereof.

#### **4. Prices and payment**

- 4.1 The Supplier may at any time demand payment of the applicable fee prior to commencement of the course. The Supplier may, expressly without prejudice to its remaining rights, exclude participants from taking part if the Client has failed to pay in a timely manner.
- 4.2 Except where the Supplier has explicitly stated that a fee is exempt from VAT within the meaning of Article 11 of the Turnover Tax Act 1968 [Wet op de Omzetbelasting 1968], the Client shall also be required to pay VAT on the fee. After entering into the agreement, the Supplier shall be entitled to adjust its prices in the event of any changes to the VAT regime for courses established under or pursuant to the law.

#### **5. Intellectual property**

- 5.1 The Supplier expressly retains all intellectual property rights in respect of the documentation and the course, test and examination material.
- 5.2 The Client shall not be permitted to publish, exploit or reproduce information or parts of the documentation and/or course, test or examination material provided and/or extracts from the course, test or examination material provided.

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