

**APPLICABILITY**

1. These General Terms & Conditions shall apply to Visie Partners BV and all its affiliated companies, with their business address at Noorderstraat 223 in 9611AE Sappemeer (the Netherlands).

2. In these General Terms & Conditions, Visie Partners BV and its affiliated companies shall be referred to as “Visie Partners” to indicate Visie Partners and/or one or more of its group companies.

3. All offers and agreements and the implementation thereof shall exclusively be governed by these General Terms & Conditions. Any deviations must be expressly agreed with Visie Partners in writing.

4. In these General Terms & Conditions, the “other party” is understood to mean: any (legal) person who has entered into, or wishes to enter into, an agreement with Visie Partners, and, in addition thereto, their (authorised) representative(s), successor(s) in title and beneficiary/beneficiaries.

5. The course fee may consist of: the costs of the training course plus the price of the text books and examination fees. Examination fees may be invoiced separately by Visie Partners. The fees shall be exclusive of VAT, unless stated otherwise.

6. The other party's own terms and conditions shall remain unaffected in so far as these are not contrary to these General Terms & Conditions.

7. Should one or more of the provisions of these General Terms & Conditions be denied legal force, such absence of legal force shall not have any effect on the legal force of the remaining provisions of these General Terms & Conditions, and the binding force of such other provisions shall continue to fully apply.

**OFFERS**

8. Offers made in writing shall be valid until one month from the date they are made, unless otherwise agreed in writing.

9. The other party shall be obliged to provide Visie Partners in a timely manner with all

(additional) information that may reasonably be important in connection with the offer. In particular, this shall apply to information that affects the preconditions aimed at the other party's business operations for the planning of training courses or other activities. The other party shall be liable for any additional costs resulting from not providing such information (in a timely manner).

10. Fees mentioned in brochures or on the website may be changed in the interim as long as no agreement has yet been concluded.

**PERSONAL DATA PROTECTION ACT**

11. All personal data provided will be used for internal processing in the context of a responsible customer and business management to allow for operations such as enrolling course participants, sending course materials, offering supervision, and sending information about our training programmes or associated information. Visie Partners shall not sell any personal data to third parties.

**AGREEMENT**

12. An agreement shall not be concluded until receipt by Visie Partners of an offer signed by the other party, or of a completed and signed enrolment form or, where required by the other party, of a signed purchase order. If enrolment is through the website [www.visiepartners.nl](http://www.visiepartners.nl), then the application shall be considered as an enrolment.

13. Any additional arrangements or modifications made at a later date shall only bind Visie Partners if they have been confirmed by Visie Partners in writing.

14. For transactions where, given the nature and the scope thereof, no offer or order confirmation is sent, the invoice shall be deemed to reflect the agreement accurately and in full, unless a complaint has been made within five working days from the invoicing date.

15. Any agreement shall be entered into on the condition precedent that the other party – at the sole discretion of Visie Partners – appears sufficiently creditworthy for financial compliance with the agreement.

16. Upon or after entering into the agreement,

## General Terms & Conditions relating to Training Programmes

prior to (further) perform, Visie Partners shall be entitled to demand security from the other party for compliance with both the payment obligations and other obligations.

17. For consulting projects, Visie Partners shall be authorised to make use of third parties for the implementation of the agreement whenever it considers this to be necessary or desirable to correctly perform the assignment given, and after consulting the other party.

18. The other party shall be obliged to provide Visie Partners in a timely manner with all the documents required for a correct implementation of the agreement, in particular the documents required for applying for exams.

19. Termination of the agreement: for a distance agreement only, the course participant shall be entitled to terminate the agreement within seven working days from entering into the agreement pertaining to a training programme without giving any reason, with the exception of tailored services.

### **PAYMENT**

20. Unless otherwise agreed upon in writing, payments shall be made without setoff. Payments shall be made by transfer to a bank account designated by Visie Partners within fourteen days from the invoicing date, but in any case no later than before the start of the training programme.

21. If the course participant has the invoice sent to a third party, this shall not release him/her from the obligations to pay the course and exam fees.

22. The course fee due must be paid in full on the first day of the training programme or before the start of the training course. If the course fee has not been paid, Visie Partners shall have the right to deny the course participant access to the course. Visie Partners shall remain the owner of the course materials for as long as the course fee has not been paid. The course materials must be sent back immediately on request of Visie Partners, with the shipping costs being borne by the other party.

23. The value day stated on the bank statements of Visie Partners shall be decisive and shall therefore be considered to be the payment date.

24. All payments made by the other party shall primarily be intended to pay any interest and collection charges made by us, and subsequently to pay the longest outstanding invoices.

25. The other party must verify the invoice closely without delay. Any objections concerning (the amount of) the invoice must be expressed in writing to Visie Partners within fourteen days from the invoicing date. After the expiry of this period, the other party shall have forfeited its rights in this regard.

26. If one or more of the situations described below occur at the other party, this occurrence alone shall allow Visie Partners to either terminate the agreement or immediately demand full payment of any amount payable by the other party for the services provided by Visie Partners, without this requiring any warning or notice of default, all this without prejudice to the right of compensation of costs, damages and interest:

- a. The other party is put into liquidation, assigns the assets, applies for a suspension of payment, or is subject to an attachment of all or part of its property;
- b. The other party deceases, is placed under guardianship, or is dissolved;
- c. The other party fails to comply with any of its obligations pursuant to the law or these General Terms & Conditions;
- d. The other party fails to pay an invoice amount in whole or in part within the period determined for that;
- e. The other party ceases the business operations, or assigns its company or a substantial part thereof, including the transfer of the company to a company to be founded or an existing company, and/or changes the objective of its company.

### **INTEREST AND COSTS**

27. If payment has not taken place within the period stated in the previous article, the other party shall be in default by operation of law and shall, from the expiry date, be due an interest of 1% per (part of a) month over the outstanding amount.

28. All judicial and extra-judicial costs to be incurred shall be fully borne by the other party. The judicial costs shall also include all costs

## General Terms & Conditions relating to Training Programmes

actually incurred for legal assistance during court proceedings, which exceed the court-approved scale of costs.

### **CANCELLATION**

29. Cancellation of a training programme must be made in writing and must be confirmed in writing by Visie Partners. Visie Partners shall reserve the right to cancel a course in the event of insufficient participation. In addition, the course location may be changed.

30. In the event of a cancellation up to four weeks before the start of the training course, no fees shall be charged.

31. In the event of a cancellation between four and two weeks before the start of the training programme, administrative costs of €35 and the costs of books ordered will be charged if these cannot be cancelled. (Visie Partners will make every effort to cancel the order, but cannot guarantee that it will be successful in this.)

32. In the event of a cancellation between two weeks before the start of the training programme and the start of the training programme, administrative costs of €35 and the costs of the books ordered will be charged.

33. In the event of a cancellation after the start of the training programme or in case of nonappearance at the course, the full course fee must be paid.

34. The cancellation provisions shall not be applicable to exams for which the participant has enrolled via Visie Partners.

35. Illness on the part of the other party shall be fully at the risk and expense of the other party and shall not release it from the obligation to pay the cancellation fees pursuant to the above provisions 29 up to and including 33.

### **LESSONS AND COURSE MATERIALS**

36. Visie Partners shall have the right to cancel courses or change course dates in the event of insufficient participation, or to suspend courses in case of unforeseen circumstances or force majeure. In such cases, alternative solutions will be sought in consultation with the participants. Visie Partners shall not assume any liability for costs incurred by the other party as a result of

the change made.

37. Visie Partners may terminate the training programme for reasons it deems appropriate, due to the person of the other party/course participant and/or his or her behaviour, if this/these are such that Visie Partners cannot reasonably be asked to continue the training programme. In such an event, Visie Partners shall not be bound to refund the remaining amount, for which no consideration has yet been provided in return, to the other party/course participant.

38. The text books and any additional course materials (including the contents of the electronic learning environment) form – subject to exceptions made by Visie Partners in writing – an integral part of the training programme. The other party/course participant may use these course materials for no other purpose than for private study. It shall not be permitted to allow third parties to use the course materials, to copy or otherwise multiply the course materials in any way, or to sell the course materials, subject to an immediately payable penalty of €5,000 per instance. The intellectual property rights on the study materials produced by Visie Partners shall remain at all times with Visie Partners or its suppliers, regardless of the form in which they were provided (in print, digital, or otherwise). The other party shall indemnify Visie Partners from infringement of the intellectual property rights of third parties. The use of study materials and access to the digital learning environment of Visie Partners for purposes other than private study shall not be allowed, neither shall selling them or allowing third parties to use them be allowed.

39. Without the express consent of Visie Partners, it shall not be permitted to return text books or to allow third parties to use text books for the purpose of obtaining a reduction or a refund of the course fee.

40. All course materials developed, produced, and/or purchased by Visie Partners (including text and course books, hand-outs, syllabi, and digital educational resources) have been carefully produced to the best of our knowledge. Visie Partners shall, however, not assume any liability for damages of any kind, which are the result of actions and/or decisions based on the intended materials and resources.

**EXAMINATION**

41. The course participant must enrol himself or herself directly with the examination body and pay examination fees to the examination body, or shall buy his or her exam from Visie Partners, and shall receive the invoice after delivery. After placing the order, the course participant cannot cancel it and shall waive the Distance Selling Act. The exams shall be subject to the terms and conditions of the examination body. In so far as the exam was purchased through Visie Partners, Visie Partners shall fulfil the role of intermediary. Visie Partners shall not be responsible for exams taken by third parties.

**LIABILITY**

42. The liability of Visie Partners shall never exceed the total amount of the relevant agreement, or shall never exceed the amount for which Visie Partners has insured itself in this regard.

43. Barring the generally applicable legal rules of public order and good faith, Visie Partners shall not be liable to pay for any damage of any sort whatsoever, directly or indirectly (consequential damage), including business losses, to movable or immovable property, or to persons, both at the other party and at third parties.

44. The other party shall be obliged to safeguard and indemnify Visie Partners with regard to all third-party claims for compensation for which Visie Partners cannot be held liable under these General Terms and Conditions in its relation to the other party. This shall expressly apply to damages caused by infringements of intellectual property.

**CONFIDENTIALITY**

45. Visie Partners shall not disclose confidential information made available to it by the other party to third parties, or put this information at the disposal of third parties, except to the extent necessary in connection with the performance of the assignment or with obligations pursuant to the law.

**APPLICABLE LAW**

46. All our offers, agreements, and the implementation thereof shall be exclusively governed by Dutch law.

**USE OF REFERENCES**

47. At enrolment or by agreement, Visie Partners shall acquire the right to use the name of the contracting party as a reference. If you object against this, you may express this in writing.

**DISPUTES**

48. All disputes, including those considered as such by one party, arising from or associated with the agreement to which these General Terms & Conditions apply or the concerning General Terms & Conditions themselves and their interpretation or implementation, both of a factual and legal nature, shall be settled by the competent civil court in whose jurisdiction the place of establishment of Visie Partners is located.

49. Visie Partners shall nevertheless be entitled to have the dispute settled through arbitration, in which case it will inform the other party of this in writing. If the other party is a consumer, it shall have the opportunity for one month to prepare for settlement by the civil court to pronounce.

50. In the event that the dispute is settled by arbitration, three arbitrators shall formulate a ruling based on reasonableness and fairness.

51. The arbitrators shall be appointed so that each of the parties appoints one, and the third shall be jointly appointed by the two arbitrators already appointed.

52. The costs of the arbitrators and their fee shall be borne by parties such as determined by arbitrators.

53. These General Terms & Conditions have been drawn up in the Dutch and English language. In the event of a dispute, the General Terms & Conditions drawn up in the Dutch language shall take precedence.

Sappemeer (the Netherlands), 28 February 2018