

General Terms and Conditions

Ludens Talentontwikkeling General Terms and Conditions

This is a translation of the original General Terms and Conditions in Dutch. In case of any discrepancies, the original Dutch version will prevail.

Article 1: Applicability

1.1 These General Terms and Conditions apply to all offers and proposals issued by Ludens Talentontwikkeling, and to all contracts between Ludens Talentontwikkeling and its clients concerning the provision of training, coaching, and counselling in the broadest sense, hereinafter referred to as "order."

1.2 Deviations from these General Terms and Conditions will only be binding if and insofar as they have been confirmed in writing by Ludens Talentontwikkeling.

1.3 Client's General Conditions of Purchase are not applicable unless they have been accepted in writing by Ludens Talentontwikkeling.

Article 2: Conclusion of a contract

In-company training:

2.1 All offers and proposals issued by Ludens Talentontwikkeling are without obligation.

2.2 A contract between Ludens Talentontwikkeling and Client will be deemed concluded when (1) Client signs the proposal, (2) Client signs the written confirmation, or (3) Ludens Talentontwikkeling confirms in writing the registration or order Client has made by telephone.

Open enrollment courses:

2.3 A contract between Ludens Talentontwikkeling and Client will be deemed concluded when Client signs the appropriate registration or sign-up form, when Ludens Talentontwikkeling and Client sign the written confirmation, or when Ludens Talentontwikkeling confirms in writing to Client the registration or order that Ludens Talentontwikkeling has received from Client via e-mail.

Article 3: Cancellation or alteration of a contract by Client

In-company training:

3.1 Our cancellation policy will come into effect from the moment at which the order is confirmed and the project planning is approved by Client.

3.2 Cancellation is defined as follows: cancellation or suspension in part or in full on request of Client of the agreed upon activities/services/the order on the dates agreed upon with Client.

Our cancellation policy is as follows:

3.3 Cancellation of activities/services/the order up until one calendar month prior to the activity or activities concerned: no charge;

3.4 Cancellation of activities/services/the order between one calendar month and two calendar weeks prior to the start of the activity or activities concerned: 80% of the fee of the activities/services/order;

3.5 Cancellation of booked activities/services/the order within two calendar weeks of the start of the activity or activities concerned: 100% of the fee of the activities/services/order.

3.6 The cancellation charges will be calculated (invoiced) on the date on which the activity or activities concerned would have started according to the (Client approved) project planning.

3.7 A 14-day statutory cooling-off period does not apply to business-to-business contracts.

Open enrollment courses:

3.8 A client who has purchased a training course has the right to cancel the order or participation in the training course by sending a registered letter.

3.9 The order may be cancelled by Client free of charge up until four weeks prior to the first day of training.

3.10 Cancellation within four weeks of the first day of training will oblige Client to pay 100% of the training course fee.

3.11 If Client or Client's designated participant discontinues participation in the training course prematurely after the training course has started or otherwise does not attend the training course, Client will not be entitled to any reimbursement.

3.12 A statutory 14-day cooling-off period applies. Cancellation within this time period will be free of charge.

Article 4: Cancellation by Ludens Talentontwikkeling

Ludens Talentontwikkeling has the right to cancel, without reason given, a training course or participation of a Client or Client's

designated participant in a training course, in which case Client will be entitled to reimbursement of the full sum paid to Ludens Talentontwikkeling.

Article 5: Replacement

In case a participant cancels his or her participation in the training course, Client may replace the participant, provided this replacement is communicated to Ludens Talentontwikkeling in a timely manner and the replacement participant fits the target audience of the training course concerned. Ludens Talentontwikkeling has the right to exclude a participant from participation in the training course. Possible reasons for exclusion could be: participant does not fit the target audience, participant's personal issues could interfere with his or her participation, participant is not motivated, or indications that participant may not function well in groups. Replacement after the training course has started is not allowed.

Article 6: Payment

Open enrollment courses:

6.1 Ludens Talentontwikkeling will charge the fees payable by Client by means of an invoice. Client will pay the training fee payable at the latest one month prior to the start of the training course, and in any case no later than within ten days of the invoice date, in the manner specified by Ludens Talentontwikkeling, without suspension or withholding any amount to compensate for a (presumed) breach on the part of Ludens Talentontwikkeling, unless explicitly agreed otherwise.

6.2 Travel and accommodation costs and required books in connection with participation in a training course are not included in the training fee, unless explicitly agreed otherwise in writing.

6.3 If Client does not pay within the agreed upon term, Client is in default of payment without any proof of default being required. As of the invoice due date, Ludens Talentontwikkeling is always entitled to charge statutory interest. If timely payment is not made, Ludens Talentontwikkeling is entitled to suspend performance of the order with immediate effect.

6.4 Failure to meet the payment obligations on time will oblige Client to reimburse Ludens Talentontwikkeling for any reasonable judicial and extrajudicial collection costs incurred, always including the fees of debt collection agencies, and for the costs actually incurred and the fees charged by enforcement agents and lawyers, even if they exceed the court costs to be awarded by law. The extrajudicial collection costs will amount to at least 15% of the fee payable by Client, with a minimum of EUR 113, VAT excluded.

In-company training:

Ludens Talentontwikkeling will charge the fees payable by Client by means of an invoice. Payment is to be made within 30 days to the bank or giro account stated on the invoice, without suspension or withholding any amount to compensate for a (presumed) breach on the part of Ludens Talentontwikkeling.

6.5 If Client does not pay within the agreed upon term, Client is in default of payment without any proof of default being required. As of the invoice due date, Ludens Talentontwikkeling is always entitled to charge statutory interest. If timely payment is not made, Ludens Talentontwikkeling is entitled to suspend performance of the order with immediate effect.

6.6 Failure to meet payment obligations on time will oblige Client to reimburse Ludens Talentontwikkeling for any reasonable judicial and extrajudicial collection costs incurred, always including the fees of debt collection agencies, and for the costs actually incurred and the fees charged by enforcement agents and lawyers, even if they exceed the court costs to be awarded by law. The extrajudicial collection costs will amount to at least 15% of the fee payable by Client, with a minimum of EUR 113, VAT excluded.

Article 7: Suspension and annulment

Ludens Talentontwikkeling has the right to refuse Client's or Client's designated participant's participation in an order or to suspend performance of the order, or to annul the contract if Client has not met its payment obligations in time, without prejudice to the provisions of article 6.

Article 8: Copyright

8.1 Ludens Talentontwikkeling owns the copyright to all brochures and project materials issued by Ludens Talentontwikkeling, unless explicitly stated otherwise. Without explicit written permission by Ludens Talentontwikkeling, Client will not publish and/or multiply in any way any of the data included in any of these materials.

8.2 The copyright to all reports, proposals, and other documents developed as a result of the services provided by Ludens Talentontwikkeling is vested in Ludens Talentontwikkeling, unless explicitly stated otherwise.

Article 9: Liability

9.1 Ludens Talentontwikkeling endeavors to carry out all orders it receives to the best of its abilities.

9.2 Ludens Talentontwikkeling cannot be held liable for any damage arising from and/or during the use of the services provided by Ludens Talentontwikkeling, even if the damage is attributable to third parties that were hired by Ludens Talentontwikkeling for the performance of the order.

9.3 Ludens Talentontwikkeling will be liable for any shortcomings in the performance of the order insofar as they are the result of a failure to provide the level of care, expertise, and professional skill that may be expected in the framework of the order concerned. Liability for damage as a result of such shortcomings will be limited to the amount of the fee that Ludens Talentontwikkeling has received for performing its services in the context of the order. For orders with a lead time of over six months, the liability referred to here will be further limited to the total invoice amount of the last six months.

9.4 Client indemnifies Ludens Talentontwikkeling against third-party claims.

9.5 While performing the order, Ludens Talentontwikkeling will not be liable for loss, theft, or damage of or to personal belongings.

9.6 If an order has been granted by more than one Client, all Clients will be jointly and severally liable for meeting the obligations under these General Terms and Conditions.

Article 10: Confidentiality

All information that is supplied by or about participants or clients before or during the training course/training sessions and that can reasonably be expected to be confidential, will be treated as confidential by Ludens Talentontwikkeling, its employees, and its trainers. Name and address details will be stored in a secure manner and will only be used for internal administrative purposes as far as necessary within the scope of our training courses or for the purpose of certification.

Article 11: Complaints procedure

We do our utmost to make sure that our clients are satisfied with our services. Since a good relationship with our clients is very important to us, it is our hope that any complaints can be raised and resolved orally. However, if a client remains unsatisfied, it can follow our written complaints procedure. After reception of a written complaint, we commit to the following:

- a. Within one week, we will send a confirmation of receipt including an explanation of the next steps.
- b. As soon as possible but within two weeks at most, we will send a written reply.
- c. The complaint will be handled by the project coordinator involved together with the course manager of the client concerned.
- d. If the client feels that the handling of the complaint is unsatisfactory, the complaint can be escalated to the management of Ludens Talentontwikkeling by sending a written reply to our management within 4 weeks of receipt of our reply as mentioned under b. We will then reply as soon as possible and in any case within two weeks of receipt at the latest. If we are unable to reply within the abovementioned term, we will notify you in writing (within the current term). This notification will include comprehensive substantiation and an estimation of a feasible new term.
- e. If, after escalation to a higher organizational level as described under d., the complaint has not been resolved satisfactorily, Mr. A. de Jong at Phoenix Opleidingen will be contacted as an independent third party. We will consider his opinion to be final and will carry out his recommendations as soon as possible.
- f. Without mutual permission, the parties will not make any public statements about the complaint, about privacy-sensitive data, or about internal matters of each party of which they know or can reasonably be expected to know are confidential in nature. This provision will remain in force following the termination of the contract.
- g. The data and history of the complaint will be kept on file at Ludens Talentontwikkeling for two years.

All complaints, whether written or oral, will be treated confidentially.

Article 12: Applicable law and competent court

All contracts between Ludens Talentontwikkeling and its clients will be governed by Dutch law. Disputes arising from contracts that fall under these General Terms and Conditions will be brought before the competent court in Amsterdam, the Netherlands.