

GENERAL CONDITIONS FOR COURSES OF DE OUDE BIBLIOTHEEK B.V.



1. DEFINITIONS

- 1.1 De Oude Bibliotheek B.V. is the legal entity who provides the training course and is here after called 'DOB-Academy'.
- 1.2 'Participant' is the person attending a training course.
- 1.3 'Course' is an open registration training course, independent on the set-up in which it is organised or executed.
- 1.4 'Tailored Course' is any course that is requested by and executed for a company, exclusively for a number their employees.
- 1.5 'Contract' is the enrolment form submitted by a participant or a signed agreement form, which has been confirmed by DOB-Academy. These general conditions are considered an integral part of the contract.
- 1.6 'Traditional set-up' is a Course that can only be attended at the DOB-Academy.
- 1.7 'Online set-up' is a Course that is solely given via a live-stream.
- 1.8 'Hybrid set-up' is a Course that can be attended either via a live-stream or at DOB-Academy.

2. GENERAL

- 2.1 Dutch law applies to this Contract and all obligations resulting from this Contract.
- 2.2 Any exceptions to these conditions are only accepted when agreed upon by both Participant and DOB-Academy in writing.
- 2.3 Any offer or proposal made my DOB-Academy either in writing or on their website regarding both Courses and Tailored Courses are free of any obligations by DOB-Academy.

3. ENROLMENT AND REGISTRATION

- 3.1 Request for participation in a Course is made by submitting the enrolment form via the website of DOB-Academy.

3.2 In exception to 3.1., a Participant may also submit a signed agreement to DOB-Academy to register for a Course.

3.3. In addition to 3.2. a company representative may use a signed agreement to register multiple participants of that company simultaneously.

3.4. After registration, Participants will receive a confirmation of enrolment by e-mail.

3.5 No later than one week in advance of a Course the Participants will receive a final written confirmation of the Course.

3.6 The company of the Participant or Participant himself is allowed to change the actual person (Participant) who will be attending the Course or Tailored Course to a day prior to start of the Course or Tailored Course, free of charge.

4. COURSE FEES

4.1 Course fees are stated on the website of DOB-Academy.

4.2 Fees are always given in Euro's (€) and are excluding VAT, unless stated otherwise or agreed upon in writing by both Participant and DOB-Academy

4.3 Travel and accommodation costs are not included in the course fee, nor will be reimbursed.

4.4 DOB-Academy holds the right to change their course fees at any time without providing any reason or prior notice. The course fees applicable to the Contract are the course fees at the time the Contract became in effect.

5. COURSE MATERIAL

5.1 All copyright and property rights of the course materials are held by DOB-Academy or their partners.

5.2 Participants are allowed to keep any course materials handed out during the Course or Tailored Course. Participants are not allowed to distribute, sell or copy any course materials without written consent by either DOB-Academy or their partners.

5.3 In exception to 3.6 if extra course materials have to be send to the new Participant(s) additional costs will be charged.

6. EXECUTION

- 6.1 DOB-Academy will make every effort reasonably possible to realize a Course or Tailored Course. This, however, does not give the Participants any contractual rights and does not oblige DOB-Academy to provide any proof of these efforts.
- 6.2 In case of insufficient Participants, DOB-Academy has the right to cancel the Course up to one week in advance or move the Course to a later date.
- 6.3 If in case of 6.2 a Course is moved to a later date the Participant has to the right cancel the Contract, within one week after notification by DOB-Academy of that new date. If no response is given within that period, the Participant is considered to have accepted this new date and the Contract will thereby be set to the new date.
- 6.4 DOB-Academy reserves the right to switch from a Traditional set-up to a Hybrid set-up or Online set-up; or to switch from a Hybrid set-up to an Online set-up up to 24 hours before the start of the training course. This does not give the Participants any right to cancel the Course.
- 6.5 DOB-Academy has the right to assign the execution of the Course to one of their partners.

7. PAYMENT

- 7.1 Payment of the course fees must occur within 14 (fourteen) days after the invoice date to a bank account indicated by DOB-Academy.
- 7.2 Participants will need to submit any complaint or disagreement against the course fees stated on the invoice to DOB-Academy in writing within 14 days of the invoice date. If no complaint is given within that period, the Participant is considered to have accepted the invoice.
- 7.3 If a Participant does not attend a Course this does not release the Participants from their payment obligations, even if the reason for not attending is not directly within control of the Participant.
- 7.4 If a Participant is absence for one or more parts of the Course, DOB-Academy will not reimburse the course fees, or part of the course fees, even if the reason for partial absence is not directly within control of the Participant.

8. CANCELLATION

- 8.1 If a Participants cancels the Course between four to two weeks prior to the start of course, he/she must pay 50% of the course fees. If a Participant cancels less than two weeks prior to the start, he/she must pay 100% of the course fees.

- 8.2 Cancellation of a Course by DOB-Academy releases the Participant of the payment obligation.
- 8.3 If DOB-Academy is unable or unfit to execute the Course or Tailored Course on the date in the Contract, due reasons beyond its control, this is considered as force majeure and will relieve DOB-Academy from any obligations to execute the Course or Tailored Course on that date. DOB-Academy will make every effort reasonably possible to execute the Course or Tailored Course on a new date when the circumstances leading to the force majeure situation have passed. If however, this is not possible, the Contract may be terminated by DOB-Academy in writing. The Participant will be relieved of the payment obligation but is also not entitled to any damage claims.

9. SPECIAL CONDITIONS TAILORED COURSES

- 9.1 The special conditions in this section are not applicable to the Courses.

10. COVID AND OTHER SPECIAL EXEMPTIONS

- 10.1 DOB-Academy will follow any (temporary) national rules or restrictions related to the COVID-19 pandemic, or any future pandemic or local endemic, that may be in effect at the time of a Course. These may be different than at the time of enrolment. This does not entitle the Participant to cancel the Course.
- 10.2 DOB-Academy holds the right to apply stricter health and safety rules related to the situations mentioned in 10.1. These may be different at the time of a Course than at the time of enrolment. DOB-Academy will inform the Participant accordingly. This does not entitle the Participant to cancel the Course.
- 10.3 DOB-Academy will inform Participants accordingly of any COVID-19, or future pandemic or local endemic, guidelines and protocols accordingly and these are considered an integral part of these General Conditions, thereby are also considered an integral part of the Contract.