

## TERMS & CONDITIONS

*for individuals & organisations  
concerning Entrima's **in-company**, on-site *live-tutored* training / workshops  
(i.e. in-house classes)*

## Article 1: Services

1.1 These terms & conditions apply to the following learning services of Entrima (hereafter: "Supplier"):

On-site, in-house learning services (i.e. in-company classes / workshops / courses / training), whereby:

- **On-site** learning services concern in-class, in-company training courses / workshops.
- **In-company training courses** concern delivery of a bespoke (learning) programme for a group of people (1 or more persons) of the same organisation (or its business contacts, like clientele, and/or business partners), typically at the premises of the "Client", or a venue arranged by the "Client". It requires an assignment of "Supplier" ordered by the "Client".

## Article 2: Definitions

2.1 Below are stated the definitions used in this document:

### A. Supplier:

"Supplier" concerns "Entrima".

Entrima is a company providing learning services.

### B. Entrima:

"Entrima" concerns the trade name of the "Supplier".

### C. Client:

"Client" concerns an organisation which provides "Supplier" with an "Assignment" (ordered by a representative of this organisation) by subscription of one or more employees of the organisation (i.e. an individual or a group) for a "Learning Service".

### D. Learning Service:

"Learning Service" concerns a "course", a "training", a "training course", a "workshop", or a "seminar" on-site, in-class.

### E. Class:

A "Class" concerns delivery of a "Learning Service" on-site, on the spot (meaning: at a defined location), in a (class-)room by Tutor (being present at that location).

### F. Learner:

"Learner" (also called "**Student**", "**Participant**" or "**Attendee**") concerns the individual who is allowed to, and could off-take and consume the "Learning Service".

### G. Tutor:

"Tutor" concerns the person who delivers the "Learning Service" on-site, in class.

### H. Study materials:

"Study materials" concern documentation and other materials related to the "Learning Service". "Study materials" can concern a book, a handout, an exercise, a (Power Point) presentation, a simulation, a case study, or any other material in any form, which is used to support the delivery of the service.

### I. Subscription:

"Subscription" concerns an order, issued by "Client", addressed to "Supplier", to be provided a "Learning Service". "Subscription" (also referred to as "Signing up") concerns a formal registration for off-taking a "Learning Service".

The following aspects are of relevance:

- Subscription takes place by Client.
- Subscription can concern signing up of:
  - ❖ A single person (individual), or
  - ❖ Multiple persons (group).

A subscription (registration, sign up) is considered an assignment;

#### **J. Assignment:**

"Assignment" concerns the situation whereby "Client" assigns "Supplier" to provide a "Learning Service".

#### **K. Confirmation:**

"Confirmation" concerns the commitment (in written) of Supplier to deliver a "Learning Service" to "Learner(s)" (including the process of informing "Client" about such).

#### **L. Tariff:**

"Tariff" concerns the "**price**" of an educational service; this is a "**rate**", expressed in a certain currency.

#### **M. Extreme situation**

An "*Extreme Situation*" concerns an event beyond the reasonable control of "Supplier".

### **Article 3:**

#### **Applicability**

- 3.1 Each "Assignment", "Confirmation" or "Subscription" is subject to these "Terms & Conditions".
- 3.2 Each "Client" and each "Learner" is subject to these "Terms & Conditions".
- 3.3 An "Assignment", "Confirmation" or "Subscription" by "Client" or "Learner" indemnifies "Supplier" from all claims (by that same "Client" or "Learner").
- 3.4 "Supplier" has the right to adjust this document over time, if circumstances require such. The updated version applies to future assignments, not to existing assignments.

### **Article 4:**

#### **Minor errors**

- 4.1 Minor errors in the "Study materials" or in the "Learning Service" produced and/or provided by "Supplier" are not a valid reason for the "Client"/"Learner" to refuse to off-take the "Learning Service" (or a part of it). Neither will "Supplier" reject the delivery or refuse to deliver the "Learning Service" and/or modify the relevant "Tariff", nor will "Supplier" reimburse "Client".

### **Article 5:**

#### **Pricing & cost accounting**

- 5.1 A "Learning Service" is offered at a "Tariff", also called the "Price" or "Rate".
- 5.2 All "Tariffs" are in euro (EUR) and exclusive of VAT, unless explicitly stated otherwise.

- 5.3 "Supplier" is entitled to adjust the VAT rate (%) according to actual changes implemented by the relevant tax authority.
- 5.4 Travel & stay expenses of the "Tutor(s)" are at the account of "Client".
- 5.5 "Study materials" are included in the "Tariff", unless explicitly stated otherwise. The exact format of the "Study materials" however, depends on the type and content of the "Learning Service".
- 5.6 Catering of food & beverages (drinks & lunch) are arranged for by "Client", and at the expense of "Client".

## Article 6:

### Delivery & delivery time

- 6.1 Delivery dates are determined (scheduling) upon agreement between "Supplier" and "Client".
- 6.2 "Supplier" is not bound to delivery dates and/or times in case of "Extreme Circumstances". In an "Extreme situation" the "Supplier" can claim 'force majeure' and postpone delivery. This also applies to sudden illness of the assigned "Tutor" or severe, exceptional travelling constraints of relevance for the "Tutor" (e.g. flight cancellation).  
"Supplier" must try its utmost best to find alternative solutions in order to solve the situation immediately. In case of illness of "Tutor" or travelling constraints "Supplier" must try to allocate an alternative "Tutor", while assuring the same quality. In case this seems not possible then:
  - "Supplier" will set (a) new date(s) in conjunction with "client".
- 6.3 In case of an "Extreme situation", illness of the "Tutor" or travelling constraints of the "Tutor", which will impact delivery of the service (or when an event is likely to appear), "Supplier" will contact "Client" without any further delay. Nevertheless, "Supplier" is indemnified from any claims in situations like these.
- 6.4 When the assigned "Tutor" for a "Class" is suddenly hindered to show up, or has to stop delivery of the "Learning Service" because of personal circumstances, then "Supplier" will allocate all its powers to solve the situation as soon as possible, and in a proper way. This means that the quality of the "Learning Service" of the "Supplier" has to be assured by "Supplier". Nevertheless, "Supplier" is indemnified from any claim in situations like these.

## Article 7:

### Invoicing & payment

- 7.1 The "Learning Service" is invoiced upon delivery.
- 7.2 The "Learning Service" is due to be paid 30 days after invoicing, unless formally agreed upon otherwise.
- 7.3 All additional costs that "Supplier" has to make in order to collect the payment shall be borne by the "Client". This reflects the actual cost incurred by "Supplier", although the minimum charge is set at one percent (1%) of the 'account payable/receivable' per month, with a minimum of fifty (50) euro per month.

## Article 8:

### Study advice

- 8.1 Ignorance of “Supplier’s” study advice is at the sole responsibility of the “Client”.

## Article 9: Intellectual property & policies

- 9.1 All rights on the study materials are reserved by “Supplier”. Without prior permission from “Supplier”, none of the study materials may be copied, duplicated, saved, distributed or made public by means of printing, photo copying, sending, digitalisation, or anything in such sense. “Client” / “Learner” is not permitted to make study materials available to their colleagues, third parties, or anyone else, neither to post it on social media or publish it on the web/Internet, or send it forward by email (soft copy), nor to distribute it physically (hard copy).
- 9.2 A “Learner” is prohibited to distribute a recording of the “Learning Service” and/or to provide the recording as a “Learning Service” (paid or free of charge) to another person, without written permission by “Supplier”. Hence, it is prohibited to show a recording to any person (a third party).
- 9.3 **Non-recording policy**  
“Client” and “Learners” (including third parties) are prohibited to record “Supplier’s” “Learning Service”. It is strictly forbidden to distribute a recording of the “Learning Service” and/or to provide the recording (*irrespective whether as a paid service or free of charge*) to another person. It is also prohibited to show a recording to any person.  
Recording a session would undermine “Supplier’s” business case and could -potentially- cannibalise on it.  
The knowledge imparted by “Supplier’s” “Tutor” remains the intellectual property of “Supplier” and/or “Tutor”. Recording will breach the terms of provision of this “Learning Service”. Moreover, unofficial or unauthorised recording / playing / showing / making heard “Supplier’s” “Learning Services” to one or more people may also concerns a breach of data protection and GDPR global policies.
- 9.4 **Non-hybrid delivery style policy**  
“Supplier” will not tolerate one or more “Learner(s)” to participate/off-take an on-site “Learning Service” online (or vice versa).

## Article 10: Conduct

- 10.1 “Learner” is not allowed to misuse the “Learning Service”.
- 10.2 Misconduct in any form during the off-take of the “Learning Service” is not allowed.
- 10.3 In case of misconduct during the off-take of a “Learning Service”, the “Tutor” has to right to remove the relevant “Learner(s)” from the service, leaving the “Learner” / “Client” with no rights.
- 10.4 “Supplier” has the right to exclude a “Learner” from further participation of the “Learning Service” in case of misconduct (misbehaviour) and/or when the “Learner” hinders or obstructs the normal course of a “Learning Service”. Exclusion will not allow for refunding.

**Article 11:****Liability, company information**

- 11.1 The liability of "Supplier", including its staff and its tutors, with respect to indirect damages, including consequential damages, is excluded in all cases, except in case of unethical intentions or gross negligence by (the management of) "Supplier".  
The liability of "Supplier", members of the staff of "Supplier" and of the persons to whom "Supplier" is responsible and/or liable, for direct damage which is attributable is, shall in all cases be limited to the value of the assignment (sum on invoice) of the part of the agreement from which the liability arises.
- 11.2 "Supplier" accepts no liability whatsoever for damage to or theft of personal property of "Client".
- 11.3 All "Study materials" and/or other work developed and/or provided by "Supplier", arising out of (or related to) an "Learning Service", or part of it, is carefully composed, to the best of "Supplier's" knowledge and/or abilities. However, "Supplier" can in no way guarantee the accuracy and completeness of "Study materials".
- 11.4 During delivery of a "Learning Service" "Supplier's" "Tutor(s)" may hand out practical tips, ideas, opinions, views and possible solutions to cope with practical challenges. Although the "Tutor(s)" shall ensure that these expressions are as wise and meaningful as possible, "Supplier" and the "Tutor(s)" can in no way be held liable for the expressions.
- 11.5 "Supplier" and its "Tutor(s)" accept no liability for damages of any kind, resulting from actions and/or decisions based on views and/or opinions. A "Student" is recommended not to base any decision on such views, remarks and/or opinions. Moreover, "Student" is advised not to enter into any decision without judgment by themselves. Instead, "Student" is advised to use common sense at all times and to rely on their own professional expertise (or the expertise of their colleagues) and to check any remarks, statements and opinions before these are considered, if at all.
- 11.6 A "Learners" must take notice of the safety instructions and procedures issued and/or ordered by "Supplier" or its representatives. In case "Learner" refuses to follow the instructions and/or procedures, the consequences are entirely at the responsibility of "Learner".

**Article 12:****Cancellation and adjustments**

- 12.1 In case "Client" (an organisation) wishes to **cancel** "Subscription" for a "Learning Service", then, the following cost will be charged:
- In case of cancellation more than 26 weeks prior to the commencement of a "Class": 25% of the full cost (i.e. the agreed "Tariff") will be charged.
  - In case of cancellation between 26 and 3 weeks before the commencement of a "Class": 50% of the full cost (agreed "Tariff") will be charged.
  - In case of cancellation within 3 weeks of the commencement of a "Class", the "Educational service" will be deemed as if it has been delivered and 100% of the costs (agreed "Tariff") will be charged.
  - In any case, "Client" has to compensate for travel and stay expenses which already have been incurred by "Supplier" or its "Tutor(s)".

- 12.2 In case “Client” (an organisation) wishes to **postpone** delivery of a “Learning Service”, then, the following cost will be charged:
- In case of notification (of the desire to postpone) more than 26 weeks prior to the commencement of a “Class”: 10% of the full cost (agreed “Tariff”) will be charged.
  - In case of notification (of the desire to postpone) between 26 and 3 weeks before the commencement of a “Class”: 25% of the full cost (agreed “Tariff”) will be charged.
  - In case of notification (of the desire to postpone) within 3 weeks of the commencement of a “Class”, the “Educational service” will be deemed as if it has been delivered and 50% of the costs (agreed “Tariff”) will be charged.
  - In any case, “Client” has to compensate for travel and stay expenses which already have been incurred by “Supplier” or its “Tutor(s)”.

### Article 13:

#### Confidentiality & Exclusivity

- 13.1 “Supplier” and “Client” are obliged to each other to preserve confidentiality of the relevant agreement and related aspects.

### Article 14:

#### Application law & forum choice

- 14.1 Dutch law is applicable to every “Assignment” between “Client” and “Supplier” (to which these “Terms & Conditions” apply).
- 14.2 All disputes relating to an “assignment” between “client” and “supplier” (to which these “Terms & Conditions” apply) will be brought before the competent Judge in the District Court of Amsterdam, the Netherlands.

*Amsterdam, 19 April 2022*

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