

TERMS & CONDITIONS

*for individuals
concerning Entrima's **public**, live-tutored courses
(either on-site or online)*

Article 1: Services

1.1 These terms & conditions apply to the following learning services provided by Entrima:

- Public training courses, workshops, masterclasses (or alike); hereafter: “Public course”, or the “Learning Service”.
 - Whereby:
 - A **Public course** concerns the provision of training which requires subscription (signing up) of an individual or a group of individuals for a service organised by Entrima, at Entrima’s discretion and on Entrima’s initiative, at an Entrima venue.
 - This **Public course** is either provided on-site (in-class) or online, or via a combination of both.

Article 2: Definitions

2.1 Below are stated the definitions used in this document:

A. Supplier:

“Supplier” concerns “Entrima”, a provider of learning services.

B. Entrima:

“Entrima” concerns the trade name of the “Supplier” (formally: “The Institute for Energy Trading & Risk Management”).

C. Client:

“Client” concerns:

- Any individual who provides “Supplier” with an assignment by subscription of him/herself for a “Learning Service”, or
- 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 for a “Learning Service”, or
- An intermediary party is a third party which provides “Supplier” with an assignment regarding a “Learning Service”.

In other words, in case “Client” concerns an individual, then, the Client subscribes him/herself for a “Public Course”, but in case ‘Client’ is an organisation, then, a representative of the relevant organisation subscribes one or more colleague(s) or fellow-employee(s) to one or more “Public Course(s)”.

D Public Course

A “Public Course” concerns a “Learning Service”, whereby the “Learners” (usually) are not all employed by the same employer.

E. Learning Service

A “Learning Service” concerns a course, workshop, training, or anything alike which aim at the transfer of knowledge in a certain field of expertise, as specified in the related documentation. A “Learning Service”

is either delivered online or on-site (defined in advance) by one or more tutors of (or assigned by) "Supplier".

E. Learner:

A "Learner" (also called "**participant**" or "**attendee**") concerns the person who (has (been)) subscribed for an "Learning Service" and is (or will be or has been) provided this service accordingly.

F. Tutor:

"Tutor" concerns the person who delivers the "Learning Service".

G. Study materials:

"Study materials" concern documentation 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 education service.

H. Proof of Participation

A "Proof of Participation" serves as evidence that a "Learner" has off-taken a "Learning Service". Supplier decides whether and for what "Learning Services" a "Proof of Participation" is issued and provided. Hence, the issuing is provided at the discretion of "Supplier".

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 a "Client" assigns "Supplier" to provide a "Learning Service".

K. Confirmation:

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

L. Tariff:

"Tariff" concerns the "**price**" of an Learning 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 an 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 “Learning Services” are 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 In case of “Public Courses”, travel & stay expenses of “Learners” are NOT at the account of “Supplier”, but at the sole account of the “Client” or “Learner”.
- 5.5 “Study materials” (if any) 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 In case of a “Public Course”, catering of food & beverages (drinks & lunch) is arranged for by “Supplier”, and at the expense of “Supplier”.

Article 6: Delivery & delivery time

- 6.1 “Supplier” sets the date(s) of delivery of “Public Courses”.
- 6.2 “Supplier” is not bound to delivery dates and/or times in case of unforeseen 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:
- In case of a “Public Course”, “Supplier” will set (a) new date(s) taking into account desires of “Learner(s)”/“Client(s)” as much as possible, but at the final discretion of “Supplier”.
- 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 “Learner(s)”/“Client(s)” without any further delay. Nevertheless, “Supplier” is indemnified from any claim in situations like these.
- 6.4 When the assigned “Tutor” for a “Public Course” 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.

- 6.5 In case a "Public Course" is promoted as an on-site (in-class) event there is the likelihood of difficult travel circumstances. If this applies to all or a significant portion of the "Learners", "Supplier" has the right to convert the on-site delivery into an online delivery at the same date(s) as initially the case. In such a case, "Supplier" is deemed to inform "Learner(s)" timely and swiftly. "Supplier" cannot be held responsible for incurred (and possibly non-refundable) travel & stay expenses of "Learners(s)". "Supplier" is not required but could, possibly, if scheduled, choose to offer "Learners" the choice to either participate in the "Online" alternative or to attend the next scheduled identical "Public Course" (if any has been scheduled yet at the time of the original course delivery change), or any other "Public Course" that has been scheduled yet at the time of the original course delivery change) and whereby this can be changed only once. The decision to convert an on-site delivery to an online delivery is at the sole discretion of "Supplier". Besides, a "Public Course" that is scheduled as 'online' cannot be converted into an 'on-site' delivery.

Price differentials must be settled by a cash transfer from "Supplier" to "Client, or vice versa. This must be accompanied by the proper invoicing and credit invoice (if needed).

- 6.6 In case of low "Subscription" numbers, "Supplier" has the right to cancel or postpone the delivery of the "Learning Service". "Supplier" can offer the "Client" to transfer the delivery of the "Learning Service" to another date, namely to the next date an identical "Public Course" is scheduled (if any has been scheduled yet at the time of the original course cancellation date), or any other "Public Course" that has been scheduled yet at the time of the original course delivery change) and whereby this can be changed only once. In any of these cases the "Client"/"Learner" will be informed without any further delay.

In case the delivery is cancelled or postponed to a future date, "Client" has the right to cancel its "Subscription(s)" and, if this right is exercised, the "Supplier" will refund payment of the paid amount. For this matter, "Client" will be sent a credit invoice by "Supplier". This decision by "Client" to get reimbursed by "Supplier" has to be made by email within 7 days of the decision to cancel the original "Public Course" due to low subscription.

"Supplier" cannot be held responsible for incurred (and possibly non-refundable) travel & stay expenses of "Learner(s)".

Price differentials must be settled by a cash transfer from "Supplier" to "Client, or vice versa. This must be accompanied by the proper invoicing and credit invoice (if needed).

Article 7: Payment

- 7.1 "Client" is due to pay for the "Learning Service" within 30 days after invoicing, but in any case before the start of the delivery, unless explicitly agreed otherwise. "Client" has to have received payment before the start of the delivery, else a "Learner" can be refused to participate.
- 7.2 A "Learner" will not be permitted attending a "Public Course" when payment is not received the day before the start of the "Learning Service".
- 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:

Clients, Learners, Classes & Materials

- 8.1 "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 an "Learning Service". Exclusion will not allow for refunding.
- 8.2 In case "Learner" has lost his/her "Study materials", then a duplicate of "Study materials" is not provided to "Client"/"Learner" by "Supplier", unless "Supplier" recognises specific circumstances. Qualification of 'specific circumstances' is only made by, and on the discretion of, "Supplier". "Supplier" has the right to charge a fee for this service, to compensate financially for the handling/logistics and allocated time.
- 8.3 In case "Learner" has lost his/her "Proof of Participation", then, "Supplier" does not have the obligation to provide a new document. However, if "Supplier" is inclined to produce and issue such a document, "Supplier" has the right to charge a fee for this service, to compensate financially for the handling (logistics) and allocated time.

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 **Camera-on policy**

In case of on-line delivery, cameras have to be switched 'on'. This makes an online session a joint effort and stimulates interactivity. Furthermore, with it, the effectiveness of the training increases. In addition, it will make the meeting more personal.

The quality of "Supplier's" service is based on interactivity. "Supplier's" "Tutors" excel in interaction with "Learners". Interactivity stimulates the learning curve, as it raises the awareness and allows for taking things into depth and covering details. Hence, interaction should be supported by "Client" as much as possible.

"Supplier" is convinced that "Client" wants the "Learner(s)" to engage in a reciprocal meeting, as well as communal exchanges of thoughts. To anticipate such collectiveness, people need to experience each other in many respects. People seem more willing to engage when they see each other. Besides, when people see each other they seem more daring to speak out.

Furthermore, in order to serve the "Learner(s)" best, the "Tutor" must be able to process non-verbal communication. Besides, "Client" may want "Supplier" to supervise whether "Learner(s)" attend at all, and also whether "Learner(s)" do pay attention (even more so in mandatory participation; e.g. in case of regulatory required training). After all, it must be prevented that subscribed persons actually do unrelated activities during the course hours.

Above all, "Supplier" does not want its "Tutors" to talk to a computer without knowing whether "at the other end of the line" "Learners" are there, or not (and care, or do not).

"Supplier" is convinced that it has to stimulate "Learners" as much as possible. Simultaneously, "Supplier" believes it is part of every person's professional responsibility to show oneself.

Altogether, with online live-tutored sessions "Supplier" tries to replicate classic classroom training. "Client's" / "Learner's" cooperation in this regard is of utmost importance. "Supplier" trusts this policy to be supported by "Client" by sharing it with the "Learners", and/or by instructing "Learner(s)".

Note: Obviously, in exceptional cases, only on an individual basis, thus not for the whole group, "Supplier" does understand that a "Learner" (due to poor connectivity) pauses their camera, but only on a temporarily basis, amongst others, as it could motivate other "Learners" to copycat.

9.5 **Non-hybrid delivery style policy**

"Supplier" will not tolerate a "Learner" to participate/off-take an on-site "Learning Service" online (or vice versa).

Article 10:

Liability, company information

10.1 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.

10.2 "Supplier" accepts no liability whatsoever for damage to or theft of personal property of "Client".

10.3 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".
- 10.4 During delivery of a "Public Course" "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.
- 10.5 "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 "Learner" is recommended not to base any decision on such views, remarks and/or opinions. Moreover, "Learner" is advised not to enter into any decision without judgment by themselves. Instead, "Learner" 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.
- 10.6 A "Learner" 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 11: Cancellation and adjustments

- 11.1 In case "Client" (a company) or "Learner" (an individual), wishes to **cancel** "Subscription" for a "Public Course", then the following fees will be charged:
- In case of cancellation more than 26 weeks prior to the commencement of a "Public Course": 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 "Public Course": 50% of the full cost (agreed "Tariff") will be charged.
 - In case of cancellation within 3 weeks of the commencement of a "Public Course", the "Learning Service" will be deemed as if it has been delivered and 100% of the costs (agreed "Tariff") will be charged.
- 11.2 In case "Client" (a company only, no individual) wishes to **postpone** delivery of a "Public Course", 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 "Public Course": 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 "Public Course": 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 "Public Course", the "Learning Service" will be deemed as if it has been delivered and 50% of the costs (agreed "Tariff") will be charged.
- 11.3 In case "Learner" (an individual), who has made a "Subscription" for (or has been subscribed to) a "Public Course", wishes to **postpone** participation, 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 "Public Course": 10% of the full cost (agreed "Tariff") will be charged.

- In case of notification (of the desire to postpone) between 26 weeks and 3 weeks before the commencement of a “Public Course”: 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 “Public Course”, the “Learning Service” will be deemed as if it has been delivered and 50% of the costs (agreed “Tariff”) will be charged.

Article 12:**Confidentiality & Exclusivity**

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

Article 13:**Application law & forum choice**

- 13.1 Dutch law is applicable to every “Assignment” between “Client” and “Supplier” (to which these “Terms & Conditions” apply).
- 13.2 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.

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