

Netherlands Institute of Core Energetics General conditions

Article 1: Definitions

Hereafter to be called in these general conditions:

Institute:

Netherlands Institute of Core Energetics (Core4Core BV).

Applicants:

The one who applies for a training at the institute.

Participant:

The natural person taking part in a training at the institute.

Training:

A coherent part of organized didactic activities. This can be a training, a course or a workshop.

Agreement:

Every agreement between the Institute and the Participant in which the Institute has the obligation to provide the participant with training against payment to be paid by the participant at the therefore prevailing rates.

Training Fee

The Fee the participant has to pay to the Institute in order to follow the Training.

Accommodation expenses

The amount the Participant is expected to pay for his/ her stay during his stay during the Training, albeit to the Institute or to the (legal) person who facilitates the stay.

Article 2: Applicability

- 2.1 These general conditions are to be applied to all services and are applicable to every Agreement and are inextricably linked.
- 2.2 Legal deviation of the general conditions and of the Agreement is only possible after written consent between the Institute and Participant.
- 2.3 When one or more stipulations of these present general conditions, according to Dutch Law, are to be deemed null, or should they be abolished, the other stipulations will remain completely relevant. The Institute and Participant will then enter negotiations in order to replace the stipulation deemed null or the annulled stipulation by another stipulation that is as much as possible in agreement with the goal and the overall meaning of the original stipulation.

Article 3: Application in order to participate

- 3.1 It is possible to apply for participation in writing, by e-mail, or over the telephone. With the application, the Applicant declares to abide by these present general conditions.
- 3.2 In order to apply for certain (extended and intensive) Trainings, an application form needs to be sent and an intake interview is required. By providing an application form, the Applicant declares to agree with these present general conditions. By providing an application form the Applicant is not obliged to take part.
- 3.3 After having provided the application form a cooling off period of 14 working days is taken into account during which the participant has got the right to annul the inscription. After this period has passed, an agreement takes effect between Core4Core and the Participant according to these general conditions and consequently the obligation to pay.
- 3.4 The treatment of an application by the institute is at all times without obligations and under reserve. At all times the Institution is entitled to cancel an application due to justifiable circumstances.
- 3.5 In case the Institute accepts the application, the application is being confirmed by a confirmation of inscription. This confirmation of inscription results in an Agreement between the Participant and the Institute, on which these conditions apply.
- 3.6 Based upon the confirmation of inscription, the applicant owes the amount that is due for the training to the institute.

Article 4: The Training's content

- 4.1 The training's content is in compliance with the main guidelines as depicted on the Institute's website or on the accompanying flyer. The Institute reserves at all times the right to apply changes to the training's content, provided that the main guidelines as depicted on the Institute's website or on the accompanying flyer will be preserved.
- 4.2 The Institute hires accommodation that is suitable for the training. The rental costs of the venues where the training is being offered, are equally being charged to every participant in the fee for the training.
- 4.3 The expenses for accommodation, supervision and acquisition of study books are to be paid by the Participant.
- 4.4 The Institute provides the necessary educational material for the training to the Participant.

Article 5: Annulment and suspension of trainings

- 5.1 The Institute at all times reserves the right to alter the date of the training or the right to annul the training. In this event the institute will inform the applicant as soon as possible. The Institute will offer the applicant a new training to the greatest extent possible.
- 5.2 In the event that the Institute is not able, due to whatever circumstances, to let the certain lessons or a part of the training take place, the Institute will provide these parts at a later time. When such a change takes place, the Participant is not entitled to a (partial) restitution of the fee for the Training.
- 5.3 The Participant is only able to annul the Agreement taking into account the following stipulations:
 - 5.3.1 The Annulment shall be done by a written statement.
 - 5.3.2 In the event of an annulment of the Agreement until 4 weeks before the beginning of the training, no fee for the training has to be paid.
 - 5.3.3 In the event of an annulment of the Agreement within 4 weeks but until 2 weeks before the beginning of the training, 50% of the fee for the Training has to be paid.
 - 5.3.4 In the event of an annulment of the Agreement within 14 days of the beginning of the training, the full amount of the fee for the Training has to be paid.
 - 5.3.5 In the event that the expenses for the accommodation were to be paid to the legal person that facilitates the stay during the training, the conditions for annulment of this legal person apply to the expenses for the accommodation.
 - 5.3.6 Possibly already paid fees for trainings will, in the event of annulment, be restituted by the Institute to the Participant, taking into account that the Participant has the right to a restitution in compliance with the previous conditions.
 - 5.3.7 When prevented from attending a Training for whatever reason, the participant has the right to send a replacement, provided that this person meets with the conditions for admittance.
 - 5.3.8 In the event that the Participant fails to take part in parts of the Training, the fee for the Training will not be restituted.
 - 5.3.9 In the event of misconduct by the Participant, or if the Participant violates the prevalent stipulations with regards to order and safety, the institute has the right to refuse the participant entry to the training and the building, without any restitution of the fee for the training.

Article 6: conditions for payment

- 6.1 The Institute provides the Participant with an invoice with regards to the Training, unless otherwise mentioned in the confirmation of the inscription.
- 6.2 This invoice has to be paid in advance by the participant, and the amount has to be transferred in advance before the start of the Training, onto the bank account number provided by the Institute.

- 6.3 In the event that the payment has not been made in due time, the Institute has the right not to admit the Participant to the Training and to invoke the annulment of the Agreement.
- 6.4 Notwithstanding the stipulations here above, in article 6.2, a payment period is valid for the invoices sent by the Institute.
- 6.5 Payment in installments is only possible after preliminary written permission by the Institute, in which the Payment arrangements have been included. A request to spread the payments has to be made in writing or by e-mail simultaneously with the inscription.
- 6.6 In the event that the Participant remains in default regarding the payment obligations or fails to perform, then the costs made extra legally in order to receive satisfaction are to be paid by the Applicant/ Participant. Additionally, the Participant is held to pay the legal commercial interest on the collection expenses.

Article 7: Intellectual property and Secrecy

- 7.1 At all time, the Institute is the claimant to rights of intellectual property with regards to material and information provided to the Participant, unless otherwise mentioned in writing by the Institute.
- 7.2 The participant will not multiply or mention materials and information subject to intellectual property of the Institute.
- 7.3 The participant does not have permission to alter in any way materials and information subject to intellectual property of the Institute.
- 7.4 At all times, the participant is held to secrecy with regards to (the contents of the) materials and information subject to intellectual property of the Institute, and to only use them for the purpose for which the right to use them has been granted.
- 7.5 All information provided by the Participant to the Institute is being treated confidentially by its employees and lecturers and will only be used for the purpose it was destined.

Article 8: non-competition

- 8.1 The Participant is not allowed to develop a similar training based upon the trainings provided by the Institute and the accompanying educational materials without prior insistent consent by the Institute.

Article 9: Liability

- 9.1 The Institute is not in any way responsible for damages/ costs due to the annulment of a training and/or the postponement to a later date of a part of the Training.

- 9.2 The Institute bears no liability for damages that might occur with or to a Participant due to the given lessons, advisements or instructions. The use by the Participant of the of the educational material and the application of the given lessons, advisements and instructions happens on your own account and at your own risk.

Article 10: Exam

- 10.1 At all exams organized or provided by or through the Institute, an Exam regulation apply, that will be provided by the Institute to the Participants.
- 10.2 In these cases that are not foreseen by the Exam regulations, the Institute takes a decision.

Article 11: Settling complaints

- 11.1 In the event of disagreements between the Participant and the Institute about any aspect regarding, or caused by the Agreement between the Participant and the Institute, a written complaint can be submitted by letter or by e-mail to the director of the Institute.
- 11.2 In any case, the complaint report shall comprise: the name of the person filing the complaint, the date of the statement, the date of occurrence of the incident connected with the complaint, a clear description of the complaint, and the person or body the complaint is filed against, the reason for the complaint and a signature.
- 11.3 Every complaint will be treated confidentially.
- 11.4 The director is obliged to present the complaint to the ethical commission of the Institute.
- 11.5 The complaint will be treated within 4 weeks. If a longer period of time is needed to perform the inquest, the participant concerned will be notified within a period of 4 weeks and provided with the reason of the postponement and an indication of when a decision can be expected.
- 11.6 In the event that the internal treatment by the ethical commission does not lead to a for both parties acceptable solution, the Institute will take care that the complaint is transferred to a third independent party, who will further deal with the complaint.
- 11.7 As the third independent party as meant in 11.6, Mr. J.C.M. Bonnier, lawyer based in Wijchen, The Netherlands, is appointed.
- 11.8 The Institute acknowledges this third party's assessment in advance as binding. Possible indications by this party for the Institute will be followed up within 6 weeks. The Participant is allowed to initiate legal proceedings before the proper court.

- 11.9 Complaints and the way they are being treated are being registered and are being kept 4 years after treatment.

Article 12: Applicable law

- 12.1 Dutch Law applies to all agreements and disputes caused by or connected with these general conditions and the Agreements on which these general conditions apply.
- 12.2 Only the *Rechtbank arrondissement Gelderland, locatie Arnhem*, has the competence to judge the disputes caused by or connected with the general conditions and the Agreements on which these general conditions apply.