

Netherlands Institute of Core Energetics

General terms and conditions

Article 1. Definitions

In these general terms and conditions the following terms shall have the following meanings.

Institute:

Core4Core BV, also referred to as: “The Netherlands Institute Core Energetics” in these General Terms and Conditions.

Enrollee:

The person that enrolls for a Training at the Institute.

Participant:

The private person that takes part in a Training at the Institute.

Training:

A coherent set of organized didactic activities. The overarching concept of Training should, at least, be understood as:

- the four-year professional training offered by the Institute;
- two-year transformation training offered by the Institute;
- the postgraduate training offered by the Institute;
- all one-day and multi-day workshops offered by the Institute.

Agreement:

Each agreement between the Institute and the Participant whereby the Institute is committed to provide a Training to the Participant against payment by the Participant of the applicable fee.

Training Fee:

The amount that the Participant owes to the Institute in relation to its participation to the Training.

Accommodation costs:

The amount that the Participant owes, either to the Institute or to the (legal) entity facilitating his or her stay during the Training, related to his or her stay during the Training.

General Terms and Conditions:

These general terms and conditions which includes the Privacy Statement of the Institute.

Article 2. Applicability

- 2.1 These General Terms and Conditions are expressly applicable on any Training that is offered by the Institute. This includes, but is not limited to, the professional training, the transformation training, the postgraduate training and any and all workshops the Institute provides. Therefore, such General Terms and Conditions form part of every Agreement within the meaning of these General Terms and Conditions.
- 2.2 Deviation from the General Terms and Conditions and/or the Agreement is only legally binding if there is express agreement in writing between the Institute and the Participant. In writing includes e-mail correspondence.

- 2.3 If one or more of the clauses in these General Terms and Conditions are void or annulled under Netherlands Law, that will not affect any other clauses. The other clauses shall thus remain applicable. Related to the void or annulled clauses, the Institute and the Participant will enter into deliberations in order to provide for terms which are, in as far as possible, in accordance with the purpose and intent of the original clause.

Article 3. Applying for a Training

- 3.1 Applying for a Training can be done in writing, including by e-mail, as well as by phone. After enrollment, the Enrollee will receive confirmation via e-mail, this e mail includes the General Terms and Conditions which are expressly declared applicable. The General Terms and Conditions are applicable and thus legally binding from the moment that parties enter into an Agreement. By entering into an Agreement, the Enrollee declares its agreement to the General Terms and Conditions.
- 3.2 For registration for Trainings, an intake interview is required. This does not apply to the workshops. By submitting the application form for the Trainings, the Enrollee is not (yet) bound to participate in the Training in these cases.
- 3.3 Except in case of workshops and if the Institute taking into account exceptional circumstances decides to make an exception to the rule, any Agreement shall be entered into ultimately one month before commencement of the Training. From the moment that parties have come to an Agreement, the Participant is entitled, on reasonable grounds and within a term of 14 days, to terminate the Agreement in accordance with the provisions of article 5.3. This reconsideration period is also applicable in case the Participant entered into the Agreement but the Fee, as agreed upon between the Participant and the employer or company of the Participant, is or will be paid for by the employer or the company of the Participant. In case the Agreement is entered into by the employer or company of the Participant, a reconsideration period is not applicable. Under no circumstances - unless the Institute is, for whatever reason, willing to make an exception to the rule – can the Enrollee terminate the Agreement, within the 14 days preceding the start of the Training.
- 3.4 The processing of the application by the Institute takes place without any obligation on the part of the Institute and is conditional to the Institute being entitled at any time to reject an application on reasonable grounds.
- 3.5 If the Institute accepts the application, the application will be confirmed by means of an enrollment confirmation. With regard to workshops with a duration of one or more days, the receipt of the enrollment confirmation - which will include the General Terms and Conditions - constitutes a legally binding Agreement between the Participant and the Institute to which the General Terms and Conditions will apply. In case of the professional training, the transformation training and the postgraduate training, an Agreement is constituted only after signing the appropriate education agreement.
- 3.6 With regard to workshops, the Participant shall be obliged to pay the fees for the Training on the basis of the enrollment confirmation. Fees related to workshops must be payed upfront, before the start of the workshop and the Participant shall be able to provide adequate proof of such payment.

Article 4. Contents of a Training

- 4.1 The contents of a Training broadly conforms to the information provided on the website of the Institute, in the flyer and/or the guidelines included in the Students' Handbook. The Institute may at any time make changes to the contents of the Training (including but not limited to the curriculum, the number of teaching days and/or hours, the location at which the Training is provided), provided that the broad lines as set out in the information as provided on the website and/or flyer shall not be deviated from.

- 4.2 The Institute will take care of accommodation that is suitable for the Training.
- 4.3 Travel and accommodation costs, expenses for supervision and educational therapy as well as costs for textbooks shall be at the expense of the Participant. The Institute will provide an education program for each academic year containing mandatory and recommended books.
- 4.4 The Institute shall provide the necessary course material – which for the avoidance of doubt does not include the prescribed textbooks - to the Participant.
- 4.5 During a Training, the Participant commits itself to be present at the location where the respective module of the Training is being provided.

Article 5. Cancellation and postponement of a Training

- 5.1 The Institute is entitled at any time to change the Training date or cancel the Training. The Institute will inform the Enrollee/the Participant thereof as soon as possible. As far as possible, the Institute will offer a new Training.
- 5.2 In the event that the Institute, for any reason, can no longer provide for certain lessons or part of the Training to continue, the Institute will provide the part(s) of the respective lesson or Training at a later date. In this event, the Participant does not have the right to (partial) reimbursement.
- 5.3 Cancellation of the Agreement is only possible according to the following conditions:
 - 5.3.1 Cancellation must be done in writing. In writing includes cancellation by e-mail.
 - 5.3.2 If the Agreement is cancelled no later than 4 weeks prior to the commencement of the Training, no Training Fee shall be due.
 - 5.3.3 If the Agreement is cancelled within 4 weeks but no later than 14 days prior to the commencement of the Training, 50% of the Training Fee shall be due.
 - 5.3.4 If the Agreement is cancelled within 14 days before the start of the Training the full amount of the Training Fee shall be due.
 - 5.3.5 Exclusively related to articles 5.3.1 up to and including 5.3.4 – in case of the four year professional training the Training Fee refers to the respective academic year, and in case of the transformation training and the postgraduate training the Training Fee refers to the full program.
 - 5.3.6 If the accommodation costs were due to the (legal) entity facilitating the stay during the Training, the cancellation conditions of that (legal) entity shall apply to the accommodation costs.
 - 5.3.7 Any Training Fees already paid will be returned to the Participant in the event of cancellation by the Institute, to the extent that the Participant is entitled to this in accordance with the previous provisions.
 - 5.3.8 If the Participant fails to be present in (parts of) the Training, the Training Fees will not be refunded.
 - 5.3.9 In case of misbehaviour of the Participant or if the Participant violates the applicable order and safety measures, the Institute is entitled to refuse the Participant access to the Training and the facilities, without the obligation to refund the Training Fee.

Article 6. Payment conditions

- 6.1 Unless stated otherwise in the enrollment confirmation, the Institute will send the Enrollee an invoice related to the Training.
- 6.2 This invoice must be paid in advance by the Participant and the amount must be wired to the bank account indicated by the Institute prior to the start of the Training, unless otherwise agreed in the Agreement. Workshops must always be paid in full at the latest on the day prior to the start of the workshop.

- 6.3 If payment is not made on time, the Institute is entitled not to admit the Participant to the Training and to (extrajudicially) invoke the dissolution of the Agreement.
- 6.4 Payment in installments is possible only with the Institute's prior written consent, whereby the payment arrangements are laid down in the Agreement. Payment in installments is not possible in case of workshops.
- 6.5 If the Participant is in default or in default with regard to his payment obligations, the costs for obtaining extrajudicial settlement will be fully for the account of the Enrollee/Participant. In that case, the Enrollee/Participant will also owe statutory interest on the outstanding amount, as well as on the extrajudicial collection costs.

Article 7. Intellectual Property, confidentiality and privacy

- 7.1 Unless the Institute explicitly states otherwise, the Institute is at all times the sole owner of all intellectual property rights to any items, materials and information made available to the Participant.
- 7.2 The Participant shall not reproduce or inform third parties regarding the items, materials and information referred to in paragraph 1.
- 7.3 The Participant is not permitted to make any changes to the items, materials and information referred to in paragraph 1 or to the security thereof.
- 7.4 The Participant is obliged to, at all times, treat the (content of the) items, materials and information referred to in paragraph 1 confidentially and to use them only for the purposes for which they have been granted a right of use.
- 7.5 In the event that the Participant acts contrary to the provisions of articles 7.2 up to and including 7.4 above, the Participant is obliged to compensate the Institute for any damage resulting from such acting.
- 7.6 All information provided by the Participant to the Institute will be treated confidentially by its staff and teachers and will only be used for the purposes for which the information has been provided.
- 7.7 The Agreement and these General Terms and Conditions are subject to the Institute's Privacy Statement. These include, among other things, the Participant's privacy rights based on the General Data Protection Regulation. The Privacy Statement is deemed to form an integral part of these General Terms and Conditions. Enrollee will receive a copy of the Privacy Statement at the time of the enrollment confirmation.

Article 8. Non-competition

- 8.1 The Participant is not allowed to develop or to provide any program similar to the Training provided by the Institute, also including the related teaching materials, without the explicit prior written consent of the Institute.

Article 9. Liability

- 9.1 The Institute is in no way liable for costs and/or damage arising from the cancellation of a Training and/or the postponement of part of a Training to a later date.

- 9.2 The Institute is not liable for any damage that may occur to or be suffered by the Participant as a result of the lessons, advice or instructions given. The use by the Participant of the teaching materials and the application of the lessons, advice and instructions given is entirely at his or her own expense and risk.

Article 10. Exams

- 10.1 All examinations held or organized by or on behalf of the Institute are subject to examination regulations that will be issued to the Participant by the Institute.
- 10.2 In cases not provided for in the applicable examination regulations, the Institute shall decide.

Article 11. Procedure Ethics and Complaints

- 11.1 In the event that a Participant needs help, support and/or advice concerning issues of undesirable behavior or integrity, the Participant is invited to contact the confidential counsellor designated by the Institute (confidentialcounsellor@lianemaathuis.nl). The confidential counsellor provides initial reception and guidance; checks whether an informal solution is possible, mediates between parties if desired, and provides guidance if Participant wishes to raise the matter to a complaint. Any issue will be treated confidentially.
- 11.2 In the event of a dispute between the Participant and the Institute concerning any aspect relating to or arising from the Agreement between the Participant and the Institute, the Participant can file written complaint by e-mail or letter to the director of the Institute (cees@coreenergetica.nl). Participant can file the complaint within 4 weeks after termination of the Training. The right to file a complaint expires 4 weeks after the termination of the Training.
- 11.3 The complaint shall include, at least: the name of the person filing the complaint, date of the complaint, date of the incident to which the complaint relates, a clear description of the complaint and against whom or what the complaint is directed, the reasons for the complaint and a signature.
- 11.4 Any complaint will be treated confidentially.
- 11.5 The director will deal with the complaint. If this does not lead to a solution satisfactory to the Participant, the director is obliged to submit the complaint to the ethics committee of the Institute.
- 11.6 The complaint will be dealt with within 4 weeks. If a longer period is needed, the concerned Participant will be notified thereon within 4 weeks, stating the reason for the delay and an indication of when a decision is to be expected.
- 11.7 If the internal handling by the ethics committee does not lead to a solution deemed acceptable to the parties, the Institute will ensure that the complaint is forwarded to an independent third party, who will then take over and further handle the complaint.
- 11.8 As independent third party (as described in Article 11.6), Mr. D. Dekker (LLM), attorney at law at Bonnier Advocaten located in Wijchen, The Netherlands, has been appointed by the Institute.
- 11.9 The Institute acknowledges the decision of the independent third-party as binding in principle. Any instructions made by this party shall be followed upon by the Institute, within a 6 weeks ultimately. The Participant has the right to appeal any judgment or decision made by that (3rd) party, by bringing the matter before the competent court.
- 11.10 Complaints as well as documents regarding the manner the complaint was dealt with, shall be retained for a period of 4 years after the complaint was dealt with.

Article 12. Applicable Law and Jurisdiction

- 12.1 All agreements and disputes, arising from or in connection with these General Terms and Conditions and the agreements to which these General Terms and Conditions apply, shall be governed by the Law of The Netherlands.
- 12.2 The District Court of Gelderland, location Arnhem, shall have exclusive jurisdiction to deal with matters regarding any legal disputes, arising from or in connection with these General Terms and Conditions and the agreements to which these General Terms and Conditions apply.