

Delivery terms and conditions ABK Academy and National Tender Day

Definitions

Client: the natural person with whom or the legal entity with which an agreement is concluded regarding participation in a training.

Participant: the natural person who actually participates in the training on behalf of the client.

Training: course, training, workshop, master class, congress, seminar, coaching, counselling or any other gathering with the objective of transferring and/or enhancing knowledge and/or skills.

Open training: training with participation by participant(s) from various businesses and/or organisations.

Incompany training: training with participant(s) from the same business and/or organisation.

Terms and conditions: the present delivery terms and conditions.

General

Article 1

These delivery terms and conditions are deemed to be part of each and every agreement that Aanbestedingskalender BV concludes with a client. In joint consultation, the provisions can be changed or supplemented in advance in writing.

Quality

Article 2

Aanbestedingskalender BV commits to deliver good work in accordance with the applicable professional standards but reserves the right to implement changes in the training. The organisation and performance of the training, including the preparation of the course materials, take place to the best ability of Aanbestedingskalender BV. Aanbestedingskalender BV cannot be held responsible for any potential inaccuracy or incompleteness of the course materials or announced during the training, thus not accepting any liability for the same.

Contract and contract confirmation

Article 3

A training can be booked in writing or by email. Acceptance is confirmed to the participant by email.

Article 4

When registering for an open training the participant agrees with the description of the training as included in a brochure or on a website, unless expressly stipulated otherwise.

Postponement and cancellation

Article 5

In case of a too small number of participants for an open training, Aanbestedingskalender BV shall be entitled to cancel the training. If the training is given more often then participants can be offered the possibility of attending the same training at a date less than one year after the original date.

Article 6

Cancellation by the participant for an open training is possible in writing up to 14 days prior to the start of the training. In case of cancellation, the participant is liable to pay €50.00 on account of administration charges, excluding VAT. In case of cancellation less than 14 days prior to the start of the training, 100% of the invoice amount shall be payable.

Article 7

The participant of an open training can be replaced.

Article 8

In the case of an open training, postponement at the request of the participant is possible once. The participant is liable to pay €50.00 on account of administration charges, excluding VAT. After postponement, cancellation by the client is no longer possible, however replacement is.

Article 9

In case of a cancellation of an Incompany training, the company and/or organisation shall owe the agreed price to Aanbestedingskalender BV in full.

Force majeure

Article 10

1. Aanbestedingskalender BV reserves the right, in case of force majeure, to cancel, change, postpone (in terms of time and location) or to suspend a training until the circumstance that results in force majeure no longer occurs.
2. If it becomes an established fact that the force majeure is of a permanent nature then the agreement shall be rescinded and Aanbestedingskalender BV shall refund the invoice amount.
3. There shall, in any case, be question of force majeure if it can be blamed on the unexpected unavailability of one or more teachers or of the booked location.
4. In case of cancellation in pursuance of this article, Aanbestedingskalender BV shall never be held to pay compensation for damages that may derive from the same on the part of the client.

Intellectual property

Article 11

The copyrights as well as any and all other intellectual property rights in respect of any and all documentation and materials made available by Aanbestedingskalender BV, including software, are reserved. Without prior consent of Aanbestedingskalender BV it is not allowed to reproduce, disclose or process documentation or materials or a part of the same.

Payment

Article 12

The client pays within the time limit that is mentioned on the invoice or that was specifically and bilaterally negotiated in writing. If a payment term is not mentioned then payment by the client shall take place within thirty (30) days after the date of the invoice. The moment that the payable amount has been received in full by Aanbestedingskalender B.V. is qualified as the moment of payment.

Article 13

If the client is in default on the due date then the following provisions are applicable without a notice of default being required: the client shall be liable to pay interest at a rate of 2% per month; moreover, the due fee shall be increased by 10% of the value of the agreement, with a minimum of €60.00, without prejudice to the right of Aanbestedingskalender BV to, in addition, claim full damages

Disputes

Article 14

1. Complaints about the training must be reported to Aanbestedingskalender BV by the participant at the latest within 10 working days after completion of the training, in the course of which the participant must describe the complaint as detailed as possible.

2. If, at the discretion of Aanbestedingskalender BV, the complaint is well-founded then Aanbestedingskalender BV offers the client the possibility of having the participant participate in another training free of charge.

Article 15

Dutch law is applicable. In case of disputes it shall first be tried to reach an amicable solution. If this does not lead to a satisfactory solution then the court in the district of Aanbestedingskalender BV or its authorised representative shall be the designated court to take cognisance of disputes.

*ABK Academy and National Tender Day are brand and/or product names of Aanbestedingskalender B.V.
These delivery terms and conditions supplement the general and delivery terms and conditions of Aanbestedingskalender B.V., which you can find at www.aanbestedingskalender.nl/over-ons/gebruiksvoorwaarden.*

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