



NGN impact
with
insects

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Terms & Conditions Standard Training & Courses

April 2020

Booking Terms & Conditions

These terms and conditions apply to all standards courses and trainings offered by NGN Pro-Active.

Unless otherwise agreed in writing, these Terms and Conditions may be amended by NGN Pro-Active. Any amendments to these Terms and Conditions shall be published no less than ten (10) calendar days prior to their entry into force. Publication shall be effected by personal notice or by means of a general notice on the website.

Definitions:

Participant: any person registered in a course/training offered by NGN Pro-Active.

Course/Training: standard group courses, training sessions, seminars, courses, programmes, and master classes offered by NGN Pro-Active, for which participants can register on an individual basis.

Customer: a party (Agent/Principal), whether a natural or legal person, engaged in a business or profession, or a Consumer entering into a legal transaction with NGN Pro-Active.

Agreement: a contract, whereby NGN Pro-Active undertakes to provide Customer with one or more Courses/Training sessions.

1. Registration

1.1 Registration occurs by filling in the online registration form for the course. NGN Pro-Active will confirm the registration in writing via email. This confirmation also serves as proof of registration for the course or training.

1.2 The parties agree that the content of the registration order as they are

received by NGN Pro-Active is fixed. Any expense or risk incurred as a result of input errors made in submitting the registration shall be borne by Customer. The version of the Agreement stored by NGN Pro-Active shall be evidence thereof, in the instance of evidence to the contrary from Customer.

2. Implementation

2.1 NGN Pro-Active has the right to:

1. institute interim changes to a programme Course/Training if such change would benefit the quality of same;

2. replace programme Course/Training lecturers, if the lecturer is prevented from carrying out his or her duties due to force majeure;

3. change the time and location of a Course/Training;

4. cancel a Course/Training due to insufficient enrolment. Registered Participants will be notified, after which their obligations will lapse and/or payments will be refunded;

5. refuse new enrolments for an existing Course/Training, if the maximum number of registrations has been reached or if a Course/Training is cancelled.

2.2 International Course/Training: Information regarding housing and local transportation will be provided. We recommend you refrain from making any travel or hotel reservations until your registration has been confirmed. The organizing parties are not responsible for travel or hotel expenses.

3. Price & Payments

3.1 Participants who have registered for a Course/Training shall receive an invoice from NGN Pro-Active at least 2 weeks prior to the Course/Training to the provided billing address. Payment must be made in full in euros. Payment in instalments is not accepted.

3.2 All costs associated with foreign bank transactions shall be borne by Customer.

3.3 Unless otherwise agreed in writing, payment must be made within 14 calendar days.

3.4 After expiry of the payment period, NGN Pro-Active shall have the right to charge any resulting statutory (commercial) interest to the Customer as well as any extrajudicial costs NGN Pro-Active incurs or may incur as a result of having to enforce its claim.

3.5 If NGN Pro-Active prevails in a claim such as referred to in this Article, all costs associated with this claim, including the cost of legal assistance, shall be borne by Customer.

4. Liability

4.1 NGN Pro-Active will take the utmost care in providing its Course(s)/Training(s). NGN Pro-Active shall only be liable for damages incurred by Customer where these damages are the direct result of a serious shortcoming attributable to NGN Pro-Active.

4.2 NGN Pro-Active's total liability for damages incurred by Customer arising from or relating to the Agreement, shall be limited to direct damages not to exceed the total fees paid by Customer. This limitation shall not apply if and to the extent that the

damage is caused by an intentional or reckless act of NGN Pro-Active.

4.3 Any claim for damages against employees and other persons hired by NGN Pro-Active is barred. Employees and other persons hired by NGN Pro-Active may at all times use the provisions outlined in this clause to their benefit.

5. Property Rights

5.1 All intellectual property rights, including copyrights, relating to the educational materials provided by NGN Pro-Active accrue solely to teacher or the respective author.

5.2 Without the prior written consent of NGN Pro-Active or material author, Customer shall be prohibited from reproducing, in whole or in part, disclosing and/or making available to third parties any materials provided in relation to a Course/Training.

6. Cancellation

6.1 Requests to cancel registration for a Course/Training must be sent via email to info@ngn.co.nl stating "Cancellation [insert course name] [insert start date]" in the subject. Please include your full name in the email.

6.2 All requests must be received prior to the start date of the Course/Training.

- Cancellation requests received at least 28 days before the course starting date will be fully refunded. A €50 processing fee will be charged.
- Cancellation requests received less than 28 days before the course

starting date are charged 50% of the course fee. A €50 processing fee will be charged.

- Cancellation requests received less than 7 days before the course starting date will not be refunded. A €50 processing fee will be charged.

6.3 Failure to attend the Course/Training on Course/Training dates and for which Participant is registered (other than for circumstances outlined in Article 6) shall be deemed a cancellation.

6.4 Either party is entitled to terminate the Agreement with immediate effect and without prejudice to the right to compensation, if the other party substantially fails to fulfil any of the essential obligations arising from the Agreement and the defaulting party fails perform within a reasonable period after having received written notice by the party not in default.

6.5 Either party may terminate the Agreement with immediate effect by means of a registered letter only in the following events:

- if the other party has declared bankruptcy or for whom a receivership has been granted or a motion for receivership filed;
- if the other party's business is shut down

6.6 In the event of premature termination by Ordering Party of an Order to NGN Pro-Active for an In-company Course/Training, NGN Pro-Active shall be entitled to costs incurred to date for the development,

organisation and/or performance of the Order.

7. Extraordinary Circumstances Policy & Impact of COVID-19

7.1 If, as a result of force majeure, Participant is unable to participate in the Course/Training for which he or she or registered, Participant must contact NGN Pro-Active immediately. By force majeure, the following is meant: illness, compelling personal circumstances, or extreme weather and acts of nature.

7.2 In the event of force majeure, NGN Pro-Active will not issue a refund. Incidents related to COVID-19 will be treated as outlined in 7.4.

7.3 If, as a result of force majeure, Participant is unable to participate in his or her desired course, NGN Pro-Active provides the following options:

- Participant may participate in the next course at no extra cost;
- Participant may, at no charge, cede his or her spot to a colleague or other party interested in taking the course;
- Participant may, at no charge, participate in another NGN Pro-Active Course/Training offered at a similar price.

If the other Course/Training is more expensive, a bill for the additional fees will be sent to Participant.

7.4 As of 20.04.2020, cancellations made due to *force majeure* associated with COVID-19 health and travel restrictions will be provided with a 50% refund if cancellation is received at least 7 calendar days prior to the Course/Training start date.

8. Personal Data Protection

8.1 By registering for a NGN Pro-Active Course/Training, Participant grants NGN Pro-Active permission to process and store his or her data for a period of one (1) year. NGN Pro-Active shall use this personal information solely for its own operations and for the preparation of the Course/Training.

8.2 Requests for the deletion of personal data can be sent to info@ngn.co.nl. Data will be deleted within 14 calendar days of request receipt.

9. Disputes & Complaints

9.1 Complaints about the implementation of the Agreement must be submitted to NGN Pro-Active via info@ngn.co.nl within a reasonable time after Customer has discovered the defects, but no later than 21 days following such discovery.

9.2 These complaints must be complete and clearly defined. In the absence of a properly defined complaint, any claim against NGN Pro-Active regarding defects in the execution of the Agreement shall expire.

9.3 Complaints will be responded to within 14 days from the date of receipt. If it appears that a complaint requires a longer processing time, NGN Pro-Active shall, within a period of 14 business days, respond with an acknowledgment of receipt and an indication as to when Customer may expect a more detailed answer.

9.4 All Agreements entered into are governed by Dutch law.

Last updated: 21.04.2020

Scheduled for review: 21.10.2020