

# General Agreement

for participating in courses / workshops organized by EDUCOM

## 1. General

The conditions in this general agreement are valid for all training activities organized by EDUCOM. Training activities are courses, seminars, workshops, as well as other training activities by EDUCOM that are offered with reference to these conditions.

## 2. Subscription

Subscription is done when EDUCOM receives a fully filled (and if on paper signed) electronic or paper subscription form (called a training agreement). Subscription is done minimally one week before the training unless otherwise agreed. Every participant has to be subscribed separately.

## 3. Confirmation

After reception of a fully filled electronic or paper subscription form, EDUCOM will send through mail a confirmation of the participation. If the training will not or cannot be held the agreement will be considered terminated.

## 4. Billing

About one month before the training is executed a bill will be sent. If the organization of a participant demands that a purchase order has to be made before payment can be received, the participant is responsible for seeing to the timely reception by EDUCOM of the purchase order. Not paying and subsequently not taking part in the training does not release the participant, or his or hers organization, of the obligation to pay for the training.

When payment is late, EDUCOM can, starting one month after the payment period, bill interest, equal to the legal interest, with a minimum of 1 % (one percent) per month. In addition to this EDUCOM may bill all extra costs (judicial and non judicial) incurred by the late payment.

## 5. Prices

Prices mentioned in brochures, website and offers are with a proviso of price alterations, printing errors and other mistakes, and are without VAT. Prices will be augmented with VAT when used in billing.

## 6. Cancellation

Cancellation by the participant must be done with stating the information of the training for which the cancellation is meant, including the information of the participant. In case of cancellation up to twenty one calendar days before the training starts, € 75,- (seventy five euros) will be billed for administration costs. In case of cancellation between twenty one calendar days and seven calendar days before the training starts, 25 % (twenty five percent) of the price of the training will be billed. In case of cancellation during the seven days before the training, 75 % (seventy five percent) of the price of the training will be billed. In case of cancellation after that the full price will be billed. EDUCOM may cancel the training until seven days before the training. In addition to that EDUCOM may cancel a training when a teacher is not available (illness or otherwise).

EDUCOM is not liable for costs or damage the participant, or her or his organization, has, caused by the cancellation.

## 7. Substitution of the participant

A participant may substitute his or her participation by pointing out another employee of the organization for which the participant works. For the participant who is a substitute the same conditions hold, that hold for the original participant. Both the substitute and the original participant are liable for all the obligations that are a result of the agreement.

## 8. Right of refusal

EDUCOM has the right to refuse a subscription if EDUCOM feels that its interests or ownershiprights may be harmed by participation. In addition to that EDUCOM may refuse a subscription if payments for previous trainings have not been paid within the time limits.

## 9. Previous training necessary for participation

The necessary previous training and experience is necessary for attending the training successfully. EDUCOM is not liable for not having the right previous training and experience.

## 10. General proviso

EDUCOM has the right to update trainings, educational programs, means for training, books etcetera, further, to combine trainings, to shift dates on which a training is held, to cancel a training, to postpone a training, to stop a training already started, etcetera.

## 11. Learning materials

Books and syllabi (if applicable) will be distributed on the first day of the training. Handouts will be distributed in the course of the training. The participant will respect the copyright of the used materials, ideas, know how and techniques.

## 12. Certificate

At the end of the training and after having attended at least 75% of the training the participant will receive a certificate of participation.

## 13. Complaints

If the participant has complaints, he or she will firstly address the teacher with the complaints. If the participant is not satisfied by the action taken by the teacher, the participant can secondly address the management of EDUCOM.

## 14. Disputes

The conditions of the agreement will be ruled by Dutch law. All disputes that originate from the conditions in the agreement will be judged by the appropriate court in Utrecht, The Netherlands.