

THE TWELVE B.V.

GENERAL TERMS

SECTION I - GENERAL

The provisions laid down in this section I apply if THE TWELVE B.V. has entered into an Agreement with the Contract Party.

1. Definitions

- Agreement: the agreement with respect to all activities in relation to developing, offering and organising an advanced programme / training course / congress / symposium / workshop in the widest sense of the word or the agreement to attend the advanced programme / training course / congress / symposium / workshop in the widest sense of the word.
- Contract Party: the party that has entered into an Agreement with THE TWELVE B.V..
- Course Participant: the natural or legal person who has entered into an Agreement with THE TWELVE B.V. to attend an advanced programme / training course / congress / symposium / workshop /
- Client: the natural or legal person who has entered into an Agreement with THE TWELVE B.V. to have an advanced programme / training course / congress / symposium / workshop organised by THE TWELVE B.V..
- Parties: THE TWELVE B.V. and Contract Party together.

2. General

1. These General Terms apply to each offer and each Agreement between Parties to which THE TWELVE B.V. has declared these General Terms applicable.
2. Any additions to and/or provisions varying from these General Terms are only valid if agreed on in writing.
3. Any general purchase or any other terms that may be used by the Contract Party only apply if Parties have agreed on this in writing.
4. In the event one or more provisions in these General Terms are void or have been voided, the other provisions in these General Terms will continue to apply in full. Parties will then consult each other in order to agree on new provisions to replace the provisions that are void or have been voided; Parties will see to it that the purpose and scope of the original provision(s) are taken into consideration as much as possible.
5. In the event of conflict between one or more provisions in these General Terms and one or more provisions in the Agreement, the provision(s) in the Agreement will prevail.

3. Offers

1. Any offers and quotations made by THE TWELVE B.V. remain valid for a period of 30 days unless the offer or quotation explicitly states otherwise.

4. Prices of Courses / Fees

1. All prices are exclusive of VAT and other levies imposed by the authorities, as well as exclusive of possible costs incurred in the context of the Agreement, including, amongst others, dispatch and administration costs, unless stated otherwise. Courses with open registration are exempt from VAT.

5. Payment

1. Invoices must be paid within 14 days following the invoice date by payment into a bank account as designated by THE TWELVE B.V.. Any objection raised to the amount invoiced does not suspend the payment obligation.
2. The Contract Party is in default – without a default notice being required – by the mere lapse of a payment term, regardless whether exceeding the payment term can be attributed to the Contract Party or not. Without prejudice to any other of its rights and remedies, THE TWELVE B.V. is then entitled to charge interest at 1% per month on the sum due, to be calculated as from the relevant due date.
3. Any payments received apply first to settle the oldest outstanding amounts, including any interest and costs.

6. Performance of the agreement

1. THE TWELVE B.V. undertakes to perform the Agreement to the best of its knowledge and to the best of its abilities.
2. THE TWELVE B.V. has a best-efforts obligation with respect to the quality of the advanced programme / training course / congress / symposium / workshop and will monitor the quality.
3. The Contract Party shall ensure that any data of which THE TWELVE B.V. indicates that these are required, or of which the Contract Party should reasonably understand that these are required for the performance of the Agreement will be made available to THE TWELVE B.V. in time. If the data required for the performance of the Agreement are not made available to THE TWELVE B.V. in time, THE TWELVE B.V. will be entitled to suspend the performance of the Agreement and/or charge the Contract Party for any extra costs arising from the delay at the then current THE TWELVE B.V. rates.
4. THE TWELVE B.V. is not liable for damage, of whatever nature, as a result of THE TWELVE B.V. 's acting upon incorrect and/or incomplete data provided by the Contract Party, unless THE TWELVE B.V. should have been aware of the incorrectness or incompleteness of the data concerned.

7. Force Majeure

1. In the event of circumstances beyond THE TWELVE B.V. 's control, i.e. a failure to perform which cannot be imputed to THE TWELVE B.V. because the failure can neither be attributed to THE TWELVE B.V. 's fault nor can it be attributed to THE TWELVE B.V. pursuant to the law, a legal act or according to generally accepted standards, THE TWELVE B.V. shall promptly inform the Contract Party about this, thereby both stating the cause, the nature, the expected duration of the force majeure situation and indicating which obligations in the Agreement cannot be met as a result of the force majeure situation.
2. Circumstances which are considered to be circumstances beyond THE TWELVE B.V. 's control are, amongst others but not limited to: war, terrorism, government measures, traffic congestions, strikes, calamities and natural disasters, accidents, delayed deliveries by suppliers and/or failures of suppliers to deliver.
3. In the event of a force majeure situation, THE TWELVE B.V. is entitled
 - a. to suspend performance of the obligations referred to in paragraph 1 of the present article for the duration of the force majeure situation, or
 - b. to terminate the Agreement, either in full or in part,without being obliged to compensate any damages.

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8. Termination for breach

1. THE TWELVE B.V. is entitled to terminate the Agreement for breach (*ontbinden*), either in full or in part, with immediate effect and without judicial intervention, by post or by email, without being obliged to compensate any damages and without prejudice to THE TWELVE B.V.'s right to claim specific performance in lieu of termination and without prejudice to THE TWELVE B.V.'s right to claim damages, in the event:
 - a. the Contract Party fails to meet any of its obligations under the Agreement and fails to remedy this default within 14 days following the dispatch date of the notice of default;
 - b. THE TWELVE B.V. becomes aware, after the Agreement has been entered into, of circumstances that provide good reason for THE TWELVE B.V. to assume that the Contract Party cannot meet its obligations under the Agreement;
 - c. the Contract Party files for suspension of payment or is granted suspension of payment;
 - d. a request has been filed for the Contract Party's liquidation or the Contract Party has been declared insolvent;
 - e. a substantial part of the Contract Party's assets has been attached.
2. In the event THE TWELVE B.V. terminates the Agreement by virtue of this article, any outstanding claim of THE TWELVE B.V. becomes immediately due and payable by the Contract Party.
3. In the event the Contract Party fails to perform or to perform in time, the Contract Party is always obliged to compensate – within reason – any legal and other costs incurred by THE TWELVE B.V. to remedy the Contract Party's failure to perform or perform in time.

9. Intellectual Property Rights

1. THE TWELVE B.V. reserves all rights and entitlements that THE TWELVE B.V. has pursuant to the Copyright Act (*Auteurswet*) and/or other statutory provisions with respect to intellectual property rights.
2. The Contract Party is entitled to use the goods or services (such as course materials, advice provided, etc.) delivered or made available by THE TWELVE B.V. to the Contract Party and/or documentation or data carriers made available by THE TWELVE B.V. by reason of activities and/or services to be performed, all of this in the widest sense of the words, for the Contract Party's own use, provided the Contract Party has fulfilled its financial obligations. The goods, documentation and/or data carriers provided by THE TWELVE B.V. may not be multiplied, made public or provided to third parties or made available for third parties' use by the Contract Party without THE TWELVE B.V.'s prior permission in writing.
3. The Contract Party is not permitted to change or to remove any indication with respect to the rights referred to in paragraph 1 of the present article nor is it permitted to change or to remove any indication of trademarks or trade names of THE TWELVE B.V. or third parties, be it in or on the goods or products delivered or made available by THE TWELVE B.V. to the Contract Party and/or in or on documentation or data carriers made available by THE TWELVE B.V. to the Contract Party by reason of activities and/or services to be performed, all of this in the widest sense of the words, nor is the Contract Party permitted to have these changed or removed.
4. THE TWELVE B.V. is entitled to use any knowledge it acquires in the performance of the Agreement for other purposes, provided no confidential information is communicated to third parties.
5. In the event the Contract Party breaches any of the provisions in this article, an immediately payable penalty amounting to € 5,000 will be due to THE TWELVE B.V. for each breach, without prejudice to THE TWELVE B.V.'s right to full compensation for the damage suffered.
6. The provisions in this article will survive the termination of the Agreement.

10. Confidentiality

1. The Contract Party undertakes, both during the term of this Agreement and following its end, i) to observe secrecy with respect to the confidential information that the Contract Party has become aware of, ii) not to make this confidential information known to third parties in any way and/or to allow third parties to use this information and iii) to use this information exclusively for the purpose for which it was made available to the Contract Party.
2. Confidential information is understood to mean:
 - a. all written and oral information or information made available in any other way, either directly or indirectly, that has been labelled as confidential and/or information of which the Contract Party knows or should know that it is of a confidential nature;
 - b. all product, marketing, client and/or company data that have been labelled as confidential and/or data of which the Contract Party knows or should know that they are of a confidential nature.
3. The obligations described in this article do not apply for information:
 - a. which was already generally known at the moment it was provided;
 - b. which, after it was provided, is published or made public in any other way, unless such publication is unlawful with respect to this Agreement or any other agreement;
 - c. which the Contract Party already lawfully possessed at the moment it was provided;
 - d. which, after it was provided, was obtained from a third party who lawfully obtained this information without having breached any obligation towards THE TWELVE B.V. .
4. In the event the Contract Party breaches any of the provisions in this article, an immediately payable penalty amounting to € 5,000 is due to THE TWELVE B.V. for each breach, without prejudice to THE TWELVE B.V.'s right to full compensation of the damages suffered.

11. Liability

1. THE TWELVE B.V. exclusively accepts liability for any damage suffered by the Contract Party that is caused by an imputable failure to meet any of its obligations under the Agreement, if and in so far as this liability is covered by THE TWELVE B.V.'s insurer and to the amount paid out by the insurer.
2. In the event the insurer should not pay, or if the damage is not covered by the insurance, THE TWELVE B.V.'s liability is limited to the invoice amount of the order in question, more specifically, the execution of that part of the Agreement for which THE TWELVE B.V. is held liable.
3. Liability as referred to in this article is limited to direct damage.
4. Direct damage is exclusively understood to mean:
 - a. reasonable costs incurred to determine the cause and the scope of the damage and loss, in so far as determining this is related to any damage and loss within the meaning of these General Terms;
 - b. any reasonable costs incurred to make THE TWELVE B.V.'s defective performance meet the provisions laid down in the Agreement, unless the defective performance cannot be attributed to THE TWELVE B.V. ;

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c. reasonable costs incurred to prevent the damage or limit the loss in so far as the Contract Party demonstrates that these costs have resulted in limiting the direct damage within the meaning of these General Terms.

5. Under no circumstances is THE TWELVE B.V. liable for indirect damage, including consequential damage, lost profits, lost savings and loss as a result of business interruptions.

6. The limitation of liability for direct damage laid down in these General Terms does not apply if the damage is caused by THE TWELVE B.V.'s intent or gross negligence or by the intent or gross negligence of a person under THE TWELVE B.V.'s control.

12. Privacy

1. THE TWELVE B.V. enters all data that the Contract Party makes available to THE TWELVE B.V. for the performance of the Agreement into its administration.

2. Personal data are processed with due care and are protected in accordance with the requirements laid down in the law, more specifically in the General Data Protection Regulation.

3. THE TWELVE B.V.'s Privacy Policy has been made public on THE TWELVE B.V.'s website.

13. Applicable law

1. These General Terms and the Agreement are governed by the laws of the Netherlands.

14. Competent Complaint Ombudsman

1. Any dispute arising from or related to these General Terms and the Agreement will be attempted to be resolved in mutual consultation between THE TWELVE B.V. and Contracting Party. If disputes cannot be resolved in mutual consultation, the disputes will be submitted to the competent complaint ombudsman (article 25.)

SECTION II – ORGANISATION OF AN ADVANCE PROGRAMME/TRAINING COURSE/CONGRESS/SYMPOSIUM/WORKSHOP

The provisions laid down in this section II apply, apart from the general provisions (Section I) of these General Terms, if THE TWELVE B.V. has entered into an Agreement with the Contract Party to organise an advanced programme / training course / congress / symposium / workshop.

15. Formation of the Agreement

1. The Agreement is concluded as soon as the Client has accepted the offer or quotation made by THE TWELVE B.V. in full and in writing.

16. Execution of the contracted activities

1. As soon as possible after the Agreement has been concluded, THE TWELVE B.V. will with organising the advanced programme / training course / congress / symposium / workshop, unless agreed on otherwise.

2. If THE TWELVE B.V. considers this to be necessary, useful, or required for the proper performance of the contracted activities, THE TWELVE B.V. will be entitled to transfer execution of the Agreement, in whole or in part, to a third party.

3. The term set by THE TWELVE B.V. for execution of the Agreement ('completion time') is not considered as a strict deadline, unless otherwise agreed on in writing. If Parties have set a completion time and this term is exceeded, the Client will not be entitled to claim damages; the Client is obliged to send THE TWELVE B.V. a notice of default, setting a reasonable period of time for THE TWELVE B.V. to execute the Agreement as yet.

17. Changes in the contracted activities

1. Any changes, of whatever nature, in the originally contracted activities must be agreed on by Parties in writing.

2. The originally agreed on term for the execution of the Agreement ('completion time') will cease to apply following the change. Parties shall agree on a new term in writing.

3. If the performance of the contracted activities fails to produce the result intended by the Client, THE TWELVE B.V. will inform the Client of this and enter into consultations with the Client about a follow-up. In that event, THE TWELVE B.V. can still claim payment of the fee agreed on unless Parties decide otherwise in writing.

18. Fees

1. Parties agree in writing on the fee to be paid.

2. In the event Parties have entered into an Agreement with a duration of more than one year or an Agreement for an indefinite period of time, THE TWELVE B.V. is entitled to raise the fee, each calendar year, to a maximum of the index for the Collective Bargaining wages, contractual wage costs and employment duration, SBI 2008 sector P Education in the government sector (*Cao-lonen, contractuele loonkosten en arbeidsduur*, all of this in conformity with the methodology applied by the Netherlands Central Bureau for Statistics (*Centraal Bureau voor de Statistiek, CBS*)). THE TWELVE B.V. shall inform the Client, in writing, about this rise at the latest three months before the beginning of a new budget year.

3. If the rise exceeds the maximum referred to in paragraph 2 of the present article and the Client does not agree to this rise, Parties will start negotiations about the fee in order to decide on a new fee.

4. If Parties cannot reach agreement about the new fee as referred to in paragraph 3 of the present article, each of the Parties is entitled to terminate the Agreement, as from the end of the current budget year, by giving written notice of termination to the other Party, on the understanding that any contracted activities that have not been performed will as yet be completed.

5. In the event the Agreement has a duration of more than three months, THE TWELVE B.V. is entitled to invoice at regular intervals.

SECTION III – PARTICIPATING IN AN ADVANCED PROGRAMME/ TRAINING COURSE/ CONGRESS/SYMPOSIUM/WORKSHOP

The provisions laid down in this section III apply, apart from the general provisions (Section I) of these General Terms, if THE TWELVE B.V. has entered into an Agreement with the Course Participant to attend an advanced programme / training course / congress / symposium / workshop.

19. Formation of the Agreement

1. The Agreement is concluded as soon as the Course Participant has registered in accordance with the provisions of article 20.

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20. Registration and admission

1. Registration for an advanced programme / training course / congress / symposium / workshop is to take place by providing THE TWELVE B.V. with a fully and correctly completed registration form.
2. THE TWELVE B.V. may set admission requirements for the Course Participant. These admission requirements may concern, amongst other things, the Course Participant's previous education and/or experience and his or her level of specialization. In order to determine whether the Course Participant meets the admission requirements, THE TWELVE B.V. may, among other things, make enquiries about references, hold pre-tests or make preparatory courses obligatory. The Course Participant is deemed to have met the admission requirements if the Course Participant is informed by THE TWELVE B.V., in writing, that he or she has been admitted to the advanced programme / training course / congress / symposium / workshop.
3. THE TWELVE B.V. is entitled to refuse admission, without stating reasons, to the person who has registered for an advanced programme / training course / congress / symposium / workshop, in which case this person is entitled to a refund of the full fee paid to THE TWELVE B.V.. THE TWELVE B.V. confirms this person's not being admitted to an advanced programme / training course / congress / symposium / workshop in writing.

21. Payment

1. In the event the Course Participant is in default as referred to in article 5 paragraph 2, THE TWELVE B.V. is entitled, amongst other things, to stop providing (course) materials and possible homework assignments, to no longer register the Course Participant's presence and/or any of the Course Participant's homework assignments, to exclude the Course Participant from participation in any of the examinations and to refuse to send proof of participation or a certificate.

22. Cancellation by the Course Participant

1. Cancellation by the Course Participant of the advanced programme / training course / congress / symposium / workshop must take place in writing.
2. a. If the Course Participant cancels participation in a course of a maximum of 19 hours:
 - i. course participation may be cancelled without costs until 3 weeks before it starts.
 - ii. 50% of the course fee is due when course participation is cancelled between 3 weeks and 2 weeks before it starts.
 - iii. the full course fee is due when course participation is cancelled within 2 weeks before it starts.
3. If the Course Participant cancels participation in a course / advanced programme above a minimum of 19 hours
 - i. course / advanced programme participation may be cancelled without costs until 6 weeks before the course / advanced programme starts.
 - ii. 50% of the course fee is due when course / advanced programme participation is cancelled between 6 weeks and 3 weeks before the course / advanced programme starts.
 - iii. the full course fee is due when course / advanced programme participation is cancelled within 3 weeks before the course / advanced programme starts and when course / advanced programme participation is cancelled after the course / advanced programme has started.
 - iv. for courses with open registration, the Participant has a cooling-off period of 14 days, counting from the day after registration. In the event of written cancellation within this cooling-off period, no costs will be charged. If a Participant has (partially) participated in the Training, the total costs will be charged. The cooling-off period only applies to Courses with open enrollment. The cooling-off period does not apply to in-company courses.
4. If the Course Participant cancels participation in a congress / symposium:
 - i. congress / symposium participation may be cancelled without costs until 2 weeks before the congress / symposium takes place.
 - ii. 50% of the course fee is due when congress / symposium participation is cancelled between 2 weeks and 1 week before the congress / symposium starts.
 - iii. the full course fee is due when congress / symposium participation is cancelled within 1 week before the congress / symposium starts and when congress / symposium participation is cancelled after the congress / symposium has started.
5. THE TWELVE B.V. may depart from the provisions in paragraph 2 of the present article. THE TWELVE B.V. will refer to any departing provisions in the information about the relevant advanced programme / training course / congress / symposium / workshop.
6. The Course Participant is allowed to have a replacement participate in the advanced programme / training course / congress / symposium / workshop, provided THE TWELVE B.V. has been informed of this in advance and in writing and provided that the Course Participant meets the relevant admission requirements. If a Course Participant's replacement participates in the advanced programme / training course / congress / symposium / workshop, the course fee will still be due and payable by the Course Participant.

23. Early termination

1. In the event the Course Participant wants to terminate the advanced programme / training course / congress / symposium / workshop before the end date, this must be done in writing.
2. In the event of early termination of the advanced programme / training course / congress / symposium / workshop, the full course fee will remain due and payable by the Course Participant.

24. Changing dates / cancellation by THE TWELVE B.V.

1. THE TWELVE B.V. is entitled to have the advanced programme / training course / congress / symposium / workshop take place on a different date without having to state reasons for this; in this event, the Course Participant is entitled to cancel without any costs. The Course Participant will be informed, in writing, of any such changes.
2. THE TWELVE B.V. is entitled to have the advanced programme / training course / congress / symposium / workshop cancelled without having to state reasons for this; in this event, the Course Participant is entitled to a full refund of the course fee paid to THE TWELVE B.V.. The Course Participant will be informed, in writing, of the cancellation.

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25. Complaints

1. The Twelve B.V. is committed to satisfy Participants. If a participant is of the opinion that deficiencies occur during the execution of a project, this is participant requested to submit the complaint in writing, providing detailed arguments to the board of The Twelve B.V. within a maximum period of two weeks after termination of the contract. The Twelve B.V. will inform the complainant within four weeks of the receipt of his complaint. A complaint will always be kept confidential. The Twelve B.V. will aim to solve the complaint within twelve weeks after its reception. Complaints will be registered and stored for a period of 3 years. If The Twelve B.V. needs more time the complainant will be informed before the twelve weeks are over, at the same time giving an indication of when the result can be expected. If the way the complaint is being dealt with is not to the satisfaction of the customer, the complaint may be submitted to mr. G. Van Voorst, the Complaint Ombudsman of The Twelve B.V. He is an independent mediator, appointed by The Twelve B.V., whose decision will be binding on The Twelve B.V. The Twelve will promptly deal with the consequences of the decision. Mr Van Voorst details are: mr. G. van Voorst, gmjr@vanvoorstadvocaten.nl, Graaf Aelbrechtlaan 120, The Netherlands. 003120 641 12 62.

2. The Course Participant's obligation to pay is not suspended during the period a complaint is dealt with.

3. No complaint can be filed if the alleged shortcoming is caused by the Course Participant's negligence or because the Course Participant has acted in breach of any instructions and directions explicitly issued by THE TWELVE B.V. or if the Course Participant has failed to meet his or her obligations towards THE TWELVE B.V..