



General Terms & Conditions Another-View

Article 1- Definitions

- 1.1. These General Terms and Conditions apply to all agreements and contracts between Another-View (hereafter Another-View) and the Party ordering (hereafter the Orderer) training and other forms of education and courses (hereafter the Training) .
- 1.2. An Orderer may be any natural person or legal entity with whom Another-View closes a contract to perform Trainings regardless of whether the Orderer himself/herself participates or a third party participates in a Training.
- 1.3. A Participant is the natural person who actually participates in the Training. The Participant can also be the Orderer.

Article 2: Privacy and confidentiality

- 2.1. Information provided by the Orderer/Participant is treated confidentially by Another-View, its trainers and other persons working for Another-View. Another-View complies to the applicable privacy legislation.

Article 3 - Establishment of the contract

- 3.1. The contract is established when the Orderer signs an application form from Another-View or through confirmation by Another-View of an application sent by the Orderer via e-mail.
- 3.2. Rendering void or voidable or annulling one or more provisions contained in these General Terms does not impair the validity and applicability of the other provisions. Another-View and the Orderer will confer with a view to replace any voided or annulled provisions by provisions that reflect the meaning and intention of the voided/annulled provisions as much as possible.
- 3.3. Deviation from these terms and conditions are only binding if they are confirmed in writing by Another-View.

Article 4 - Cancellation of the Training

- 4.1. The Orderer has the right to cancel participation in, or the assignment for, a Training via registered mail or through an email that has been confirmed by Another-View.
- 4.2. The Orderer may - at no cost - cancel the application for a Training up to 42 calendar days before the first day of training.
- 4.3. The Orderer may cancel the application for a Training up to and including 14 calendar days, but will pay 50% of the total training costs.
- 4.4. For cancellation within 14 calendar days before the first training day, or if a Participant withdraws during participation or for other reasons does not attend the Training, the Orderer pays the entire cost of participation including any outstanding installment amounts. The Participant may be replaced by another person under the condition that this replacement fulfills the entrance requirements for the relevant Training. No extra costs are incurred for this.
- 4.5. Another-View has the right - stating the underlying reasons - to cancel the Training or refuse participation by a Participant. In this case the Orderer has the right to a refund to the amount related to the unfulfilled share of the Training.
- 4.6. Amounts that are refunded will be paid by Another-View within 30 calendar days.
- 4.7. The Orderer may cancel the contract for a Training within 14 working days without penalty and without giving a reason only in case of a distance contract. This does not apply to tailor made services and in cases whereby the Participant has attended the Training within this period.

Artikel 5 - Payment

- 5.1. Another-View invoices exclusively in Euros.



- 5.2. Another-View charges an application fee (10% of the amount of the Training) via an invoice. The Orderer shall pay the application fee within 18 calendar days after the invoice date.
- 5.3. The application fee is settled against the overall amount for the Training taking the provisions in article 3 into account.
- 5.4. Another-View charges the remaining participation fee via a subsequent invoice. This invoice shall be paid within the period stated on the invoice.
- 5.5. If payment through installments is possible this will be mentioned in the communication concerning the relevant Training.
- 5.6. Costs for travel, lodging and other expenses are not included in the Participation fee and are to be paid by the Orderer for his/her own account.
- 5.7. In case payments are not received in time the Orderer is obliged to reimburse Another-View for, reasonably made, legal or other collection costs incurred.
- 5.8. By not complying to the payment terms by the Orderer, mentioned in this article, the Orderer will be excluded from the Training.
- 5.9. If the Orderer does not cancel, the Orderer is held to full payment of the amounts.
- 5.10. If there is a refund then this refund will not exceed the actual amount received in payments from the Orderer by Another-View.
- 5.11. Another-View will not pay interest over refunds.

Article 6 - Intellectual property

- 6.1. Unless otherwise stated that a copyright exists with another party, Another-View holds the copyright to the brochures, training materials, manuals, slides, sheets, stencils and any other written material used during the Training (hereafter the Materials), as issued by Another-View. Without explicit written permission from Another-View, the Orderer and the Participant are not permitted to publish, multiply or distribute information or parts of the Materials in any form.
- 6.2. Copyrights solely rest with Another-View for proposals and offers of services, reports, etc. that are a result of work performed by Another-View.

Article 7 - Liability

- 7.1. Another-View commits to perform and enable the Training to its best ability and capability.
- 7.2. To the Orderer and/or the Participant who is a natural person or a legal entity, acting in a professional or business capacity, Another-View may only be held liable for damages that are a direct result of intent or conscious recklessness to a maximum amount equal to the amount of the participation fee per instance, whereby a series of subsequent instances are treated as a single instance.
- 7.3. Another-View is not liable for indirect damages e.g. consequential damages, missed profits and business interruption.
- 7.4. Another-View is not liable for any damages whereby the Orderer, Participant or a third party have the possibility to claim with an insurance company.

Artikel 8 – In general

- 8.1. Another-View reserves the right, in special cases (for example illness of the trainer, absence of the trainer because of delay in traveling, availability of the location) to change trainers, location, starting times, or date of activities.
- 8.2. This contract of services and the relationship with the Orderer/Participant is governed by Dutch law. Disputes resulting from this legal relationship will only be presented to a Dutch court for judgment.

Note: The Dutch General Terms and Conditions and the text therein are our official terms of business. This translation is only provided for your understanding.

The Dutch General Terms and Conditions of Another-View were filed at the Chamber of Commerce in Rotterdam on the 8th of June 2018 under number 59584270.