

GENERAL TERMS AND CONDITIONS OF CSD

Applicable terms and conditions

1. The following general terms and conditions apply to all agreements concluded with the Stichting Centre for Safety and Development (to be referred to hereinafter as CSD), unless expressly agreed otherwise in writing. In the text below, “CSD” should be read each time as “Stichting Centre for Safety and Development and third parties engaged by CSD for the performance of the agreement”.

Scope of commitments

- 2.1 Agreements concluded with CSD create a best-efforts obligation for CSD, and not a result-based obligation. In this context, CSD is obliged to satisfy its commitments in such a way that can be required from CSD according to standards of due care and professionalism based on the criteria at the time of compliance.
- 2.2 If CSD engages third parties for the performance of an agreement concluded with CSD, CSD is obliged to select these third parties with due care, in the same way that the client would do this if the client were selecting these third parties.
- 2.3 Insofar as CSD, for the proper performance of its commitments, is dependent on information from, or the cooperation by, the client, or a course participant, CSD is released from its commitments if this information or the cooperation is not provided in a timely manner.

Placement/admission

- 3.1 Training/education/courses (in the broadest sense of the word) offered by CSD shall only take place in the case of sufficient enrolment. If more people enrol than can be admitted to the course, placement will occur according to the order of enrolment.
- 3.2 Admission to a course may depend on a CSD selection procedure, in which the knowledge or skill level of prospective participants is assessed.

Cancellation/dissolution/termination

- 4.1 If the agreement with CSD is dissolved, without there being a shortcoming attributable to CSD (non-participation in an activity on the day on which people are enrolled, to be referred to hereafter as “cancellation”), the following applies. In this context, cancellation must take place in writing.

Training/conferences/courses

- 4.1.1 In the case of cancellation within three months of the start of the course, an amount of € 155 will be owed for administration / cancellation costs.
In the case of cancellation within six weeks of the start of the course, 50% of the price of the course will be owed.
In the case of cancellation within three weeks before the start of the course, the full price of the course will be owed.
Subject to the provisions in 3.2, the enrolled participant may have someone replace him or her in the course.

Custom solutions

- 4.1.2 In the case of cancellation of training sessions/conferences/courses developed by CSD at the request of the client (whether “in-company” or not), the actual costs incurred by CSD (to be specified by CSD) will be charged to the client.
CSD withholds the right to reschedule the course for security reasons. In this case, the actual costs necessary to reschedule will be charged to the client.

Accommodation

- 4.1.3 In the case of cancellation within fourteen days of the actual scheduled accommodation, 25% of the price will be owed.
In the case of cancellation within seven days of the actual scheduled accommodation, 50% of the price will be owed.
In the case of cancellation within three days of the actual scheduled accommodation, 100% of the price will be owed.
- 4.2 If one of the parties fundamentally fails in the performance of its obligations, and, after this has been expressly pointed out by the other party, these commitments are still not performed satisfactorily within a reasonable amount of time, the other party is authorised to terminate the agreement without the terminating party owing any compensation to the defaulting party. The performance/efforts provided up to the termination shall be paid in the agreed manner.
- 4.3 If the agreement concluded with CSD concerns the provision of the same performance/efforts more than once, the agreement concluded with CSD is deemed to be entered into for a period of one year (unless expressly agreed otherwise). Such an agreement will be automatically renewed for a period of one year. Each party can terminate this agreement in writing three months before the date of renewal. In the case of such termination, neither party will owe the other any compensation for damages on this basis.

Payment

- 5.1 All prices stated by CSD are denominated in euros. Payments must be made within fourteen days of the invoice date. Late payments will be subject to interest charges for overdue payment, equal to the legally permissible interest rate. Out-of-court collection costs will be subject to a charge of 15% of the late payment amount.
- 5.2 CSD may require payment before commencing its activities (or security in the same amount).

- Non-employment clause**
- 6 None of the parties are permitted, either during the performance of the agreement or for one year after the termination of the agreement, to employ persons who are involved or were involved with the performance of an agreement, or to have these persons carry out activities any other way, or to negotiate with these persons in this regard, without advance written consent from the other party.

- Intellectual property**
- 7 Insofar as copyrights, trademark rights, models rights, trade name rights or other rights of intellectual property apply to products and services provided by CSD in the performance of the agreement, CSD is and remains the owner (in accordance with third party licenses) of these rights. All modules, hand-outs, models and/or techniques that are developed and/or used in the context of the assignment, are and remain the intellectual property of CSD. The client receives only a non-transferable right of use insofar this is necessary for the performance of the agreement. The client may only use the physical carriers of these rights for the purpose for which they were provided to the client, and may not reproduce these carriers, or change or remove the copyright, trademark, model or trade name or other identifiers. Clients, course participants or other parties may not reproduce the course material without advance written permission.

- Liability**
- 8.1 CSD is not liable for any indirect loss or damage that can be attributed to CSD. For loss or damage that is a direct result of a shortcoming attributed to CSD, CSD is only liable if this shortcoming is a result of wilful misconduct or gross negligence on the part of CSD. If CSD is required to compensate for loss or damage, the compensation amount is limited to the agreed price involved in the agreement (and in the case of a continuing performance contract, for a period of one year).
- 8.2 Insofar as sports, physical activities or training simulations and comparable activities are part of the agreement concluded with CSD, the participants of such activities must independently assess whether they are mentally and physically in the proper condition to responsibly take part in such activities.
- 8.3 Participants themselves should obtain information about the training/educational courses to determine whether such courses align with the future duties/activities of the participants. CSD shall provide this information upon request and advise participants without obligation. However, participants cannot derive any rights on this basis.

- Registration of personal details**
- 9 By entering into an agreement with CSD, CSD is granted permission to automatically process the personal details obtained from the agreement. CSD will only use these personal details for its own activities. CSD will manage the personal details it has obtained in the legally prescribed manner.

Disclaimer: This is a translation of an original Dutch-language document. In the case of a dispute, the original document shall prevail.