

## CSD General Terms and Conditions

Version December 7, 2023

Please read these terms and conditions carefully. We recommend that you save a copy for future reference. These general terms and conditions set out the applicable terms relating to the Services (as defined below) provided by CSD. CSD helps you to limit your safety and security risks and supports you with your duty of care, inter alia, by training your employees and management, equipping them with increased confidence when they travel and the ability to handle a crisis. More information about our organisation is available through our website: <https://www.centreforsafety.org/>.

### 1. Definitions

- 1.1 **Agreement** means the agreement for services (*overeenkomst van opdracht*) between CSD and Client.
- 1.2 **CSD** means the Stichting Centre for Safety and Development registered at the Dutch Chamber of Commerce under number 30195568, with its registered offices at Laan 1914 41, 3818 EX Amersfoort (**we, us, our**).
- 1.3 **Client** means the (legal) person engaging CSD to provide the Services as set out in the Agreement.
- 1.4 **Confidential Information** means any information, data or know-how, including but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, marketing or finances. This information does not include information, data or know-how which is in the possession of CSD at the time of disclosure as shown by CSD files and records prior to the time of disclosure.
- 1.5 **Consultancy Services** means any consultancy services provided and/or project developed by CSD at the request of Client.
- 1.6 **DCC** means the Dutch Civil Code (*Burgerlijk Wetboek*).
- 1.7 **Intellectual Property** means all intellectual property rights, including but not limited to, copyrights, neighbouring rights, trademarks, patents, designs and database rights.
- 1.8 **Participant** means the natural person who benefits from the Services provided by CSD.
- 1.9 **Order** means the instruction of Client awarded to CSD to perform the Services.
- 1.10 **Order Confirmation** means the order confirmation issued by CSD set out in clause 3.4 of these Terms.
- 1.11 **Services** means the Training Services and/or Consultancy Services provided by CSD to Client as set out in the Agreement.
- 1.12 **Term** means the term as set out in the Agreement.
- 1.13 **Terms** means these general terms and conditions.
- 1.14 **Training Services** means any courses, workshops or training provided and/or specifically developed by CSD at the request of Client.

- 1.15 **Travel and Accommodation Costs** means costs relating to flights and other means of transport, insurances, visas, daily allowances, hotel/guesthouse accommodations, training venues, food and beverages, communication costs and other costs related to the travel and stay of the trainers, consultants, actors and/or Participants.
- 1.16 **Website** means the website of CSD, available through <https://www.centreforsafety.org/>.
2. **About us**
- 2.1 CSD is a training and consultancy company specialized in managing safety and security risks, registered in the Netherlands. Our address is Laan 1914 41, 3818 EX Amersfoort.
- 2.2 To contact us, please email [backoffice@centreforsafety.org](mailto:backoffice@centreforsafety.org) or telephone our customer service line on +31(0)33 4630 293.
3. **Offers and Agreement**
- 3.1 All offers and quotations submitted by CSD are non-binding and shall be valid for thirty (30) days.
- 3.2 Client can submit its Order through our Website, third party online systems approved by us, or by email to us. Each Order is an offer by Client to purchase the Services specified in the Order subject to these Terms.
- 3.3 Our order process allows Client to check and amend any errors before submitting the Order. Please check the Order carefully before confirming it. Client is responsible for ensuring that the Order is complete and accurate.
- 3.4 After Client places its Order, Client will receive an email from us acknowledging that we have received it, but please note that this does not mean that the Order has been accepted. Our acceptance of the Order takes place when we send an email to Client to accept it (**Order Confirmation**), at which point and on which date the Agreement between Client and CSD will come into existence, subject to clauses 4.1 and 4.2.
4. **Training Services**
- 4.1 Confirmation of participation of the relevant Participant will only be issued upon receipt of a completed registration form and full payment of the fee for the Training Services.
- 4.2 CSD may cancel the Participant's registration if:
- (a) payment is not received within the 14-day payment term;
  - (b) payment is not received two (2) weeks prior to the start date of the Training Services;  
or
  - (c) if the available spot is granted to another participant due to their early payment.
- 4.3 Client is allowed to replace the enrolled Participant by another person, provided CSD is timely notified thereof and the reasons for such replacement are considered valid by CSD.
- 4.4 No registrations will be accepted for one- or two-day Training Services if a visa is required for the Participant. CSD does not advise on visa requirements.

- 4.5 Training Services offered by CSD shall only take place if there are sufficient participants. CSD may cancel Training Services up to ten (10) working days before the start date of such Training Services in case of insufficient registrations or other unforeseen circumstances. Any prepaid fees shall be reimbursed. No compensation is owed for any Travel and Accommodation Costs incurred by Client and/or Participant.

## 5. **Disclaimer Training Services**

- 5.1 While we are a professional training company, working only with certified trainers, showing responsible trainership at all times, taking all necessary and required precautions before and during training, we stress the generality of the Training Services and safety advice provided during such training. The accuracy of the advice provided during Training Services is situation-dependent as we are unable to predict or fully anticipate the circumstances and particulars of a specific situation.
- 5.2 While we endeavour to ensure that the Training Services are safe for all Participants, the Training Services are physically and mentally challenging and carry with it risks that we cannot entirely eliminate. These include the risk of personal injury, such as limb fractures or psychological complaints. Therefore, Participants must:
- (a) act responsibly and sensibly at all times;
  - (b) not participate if pregnant or under the influence of alcohol or non-prescription drugs;
  - (c) follow any safety warnings or instructions displayed or given by a member of staff.
- 5.3 We are not qualified to express an opinion that a Participant is fit to safely participate. Participants must obtain professional or specialist advice from their doctor before participating.
- 5.4 In the absence of any attributable shortcoming, or other breach of duty by us, participation in the Training Services is entirely at the Participant's risk. Client must procure that the Participant is informed of and adheres to the requirements under this clause 5.

## 6. **Consultancy Services**

- 6.1 Client shall pay the fees for Consultancy Services under the Agreement in advance.
- 6.2 CSD is entitled to retain the full amount of the fees in the event that CSD is unable to perform its obligations under the Agreement as a direct or indirect consequence of Client repeatedly not or not timely responding to reasonable requests from CSD.

## 7. **Disclaimer Consultancy Services**

- 7.1 We provide our Consultancy Services, including any risk analysis and/or safety recommendations, on the basis of:
- (a) best practices based on CSD's professional experience; and
  - (b) publicly available resources,
- with the aim to provide practical and manageable advice. Client acknowledges that CSD's advice is based on limited research (e.g. conversations and surveys) at Client and is proportional to the fee.

- 7.2 We endeavour to perform our research in a professional and diligent manner. While we have extensive experience with advising on safety measures in high risk countries and areas, we do not employ any local advisors or other support staff abroad. Therefore, CSD is unable to predict or fully anticipate the circumstances and particulars in any country of interest. Client acknowledges that safety conditions in any country or area can change rapidly from time to time.

## 8. **CSD's obligations**

### 8.1 CSD shall:

- (a) perform the Services to Client in accordance with the Agreement in all material respects;
- (b) warrant that the Services will be provided using reasonable care and skill;
- (c) use reasonable efforts to meet any performance dates specified in the Agreement, but any such dates shall be estimates only and not be deemed fatal deadlines.

- 8.2 CSD reserves the right to amend the Agreement if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and CSD shall notify Client in any such event.

- 8.3 Insofar as CSD, for the proper performance of its obligations, is dependent on information from, or the cooperation by, Client and/or a Participant, CSD is released from its commitments if such information or cooperation is not provided in a timely manner. The Client shall not be released from its payment obligations in such event.

- 8.4 Any of the obligations of CSD under these Terms and/or the Agreement shall exclusively have the nature of commercially reasonable effort obligations (*inspanningsverplichting*).

## 9. **Client's obligations**

### 9.1 Client shall:

- (a) ensure that the terms of the Order, Order Confirmation and the Agreement are complete and accurate;
- (b) reasonably cooperate with CSD in all matters relating to the Services;
- (c) provide CSD with such information and materials as CSD may reasonably require in order to provide the Services, and ensure that such information is complete and accurate in all material respects;
- (d) inform CSD immediately of any facts and circumstances that may be of importance in carrying out the Services;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

- 9.2 Client shall obtain information about the Services to determine whether the Services align with Client's and/or the Participant's purpose and activities. CSD shall provide this information upon request and advise Participant or Client without obligation. However, Participant and/or Client cannot derive any rights on this basis.

- 9.3 Client hereby declares that it has informed itself and the Participant of the special risks involved in the Training Services. During the Training Services, Participant shall be exposed to hyper-realistic crisis situations to challenge Participant both mentally and physically to prepare Participant for travelling and working in high and extreme risk areas. Client declares that Participant is aware of the risks involved related to the Training Services. Client shall not register Participant if there are any indications or if it has other reasons to suspect that Participant is unfit to participate in the Training Services.

## 10. **Parties' obligations**

- 10.1 The parties shall keep each other informed of developments and changes that are or may be relevant to the performance of the Agreement.

## 11. **Fees, invoices and payment**

- 11.1 Client shall pay CSD the fees as specified in the Agreement and/or relevant invoice. In addition, CSD shall charge Client additional fees, for which Client hereby grants its prior consent, for any support services provided outside the Services set out in the Agreement.
- 11.2 All the fees quoted are in euros and as shown on our Website. Fees for Training Services are exempt from VAT. Fees for Consultancy Services are subject to 21% VAT. While we endeavour to ensure that the information on the Website is correct, we do not warrant the accuracy and completeness of the material on the Website, including but not limited to the fees.
- 11.3 CSD reserves the right to increase the fees annually per 1 January, and at any time at CSD's discretion. Fees paid after receipt of the Order Confirmation will in principle not be subject to interim adjustments, save for exceptional circumstances, e.g. changes in laws or regulations.
- 11.4 CSD shall invoice Client (i) upon completion of the registration for Training Services, or (ii) in advance for Consultancy Services. If Client has specific requests for the Services to be provided (e.g. specially developed Training Services, or a large number of Participants) CSD has the right to request full or partial payment of the fees (or equivalent security) in advance.
- 11.5 Client shall pay each invoice submitted by CSD within fourteen (14) days of the date of the invoice.
- 11.6 Except if Client qualifies as a consumer, Client may not suspend or set-off any amounts payable to CSD.
- 11.7 Any Travel and Accommodation Costs will be specified in the invoice and/or the Agreement. The Client hereby agrees to pay such costs, unless agreed otherwise.
- 11.8 CSD is entitled to charge Client with the statutory commercial interest as defined in section 6:119a DCC over the outstanding amount (including VAT), without any demand or notice of default being required. CSD may pass on a claim for collection in which case Client shall be obliged to pay the total outstanding amount as well as compensation for the judicial and extrajudicial costs which amount to 15% of the total amount due (inclusive of VAT). If the Client qualifies as a consumer, section 6:119 DCC applies.
- 11.9 In deviation of section 7:405 DCC, the amount of the fees (*loon*) for the Services shall be subject to the sole discretion of CSD. This clause expressly does not intend to impose any obligations on a Client qualifying as consumer, to the extent not permitted by mandatory laws under section 7:408(3) jo. 7:413(1) DCC.

## 12. Intellectual Property

- 12.1 CSD owns (or is the licensee of) and retains all right, title and interest in and to the Intellectual Property in connection with or arising out of the Services and/or the Agreement. 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.
- 12.2 CSD grants to Client, or shall procure the grant of, a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use CSD's Intellectual Property insofar necessary for the purpose of receiving and using the Services in its business.
- 12.3 Client shall grant CSD a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use Client Intellectual Property for the Term for the purpose of providing the Services under the Agreement.
- 12.4 Client may only use the physical carriers containing Intellectual Property provided by CSD to Client, for the purpose for which they were provided to Client, and Client may not reproduce these carriers, or change or remove the copyright, trademark, model or trade name or other identifiers. Clients, Participants or any other third parties may not reproduce CSD's course material without CSD's prior written permission.
- 12.5 Client shall indemnify CSD against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs) suffered or incurred by CSD arising out of or in connection with any actual or alleged infringement of CSD's Intellectual Property by Client, the Participant or the Client's management, employees, representatives or agents.

## 13. Non-solicitation

- 13.1 During the Term and for two (2) years thereafter, Client shall not encourage or solicit any employee, independent contractor, vendor, or customer of CSD to leave or terminate its relationship with CSD for any reason.
- 13.2 If Client violates the obligations under clause 13.1 of these Terms, Client will owe CSD an immediately payable contractual penalty, without any notice of default being required, for each violation, in the amount of EUR 20,000. Alternatively, CSD can seek full damages instead of the penalty.

## 14. Limitation of liability

- 14.1 Neither party shall be liable for any indirect or consequential damages or losses, including but not limited to: loss of profits, sales, business, revenue, opportunity, contracts or income; loss due to business interruption; loss of anticipated savings; wasted expenditure; loss, destruction or corruption of software, data or information; loss of goodwill; damage to reputation; and wasted management or office time.
- 14.2 Except for damages caused by CSD's intent or conscious recklessness (*opzet of bewuste roekeloosheid*), or in case of death or personal injury of the Participant due to CSD's fault or negligence, CSD shall only be liable for damages caused by its attributable shortcoming (*toerekenbare tekortkoming*) in connection with or arising from the Services, these Terms and/or the Agreement. We do not exclude or limit in any way our liability to Client where it would be unlawful to do so.

- 14.3 In any event CSD's liability towards Client shall be limited to the higher of (i) the amount paid out by CSD's liability insurance or (ii) the net amount paid by Client to CSD in connection with the Agreement in the 12-month period preceding the damages.
- 14.4 Each claim for compensation against CSD shall be barred by the mere expiry of a period of twelve (12) months following the inception of the claim unless Client has instituted a legal action for damages prior to the expiry of this period.
- 14.5 Client indemnifies CSD against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs) suffered or incurred by Client and/or Participant, explicitly including, but not limited to, personal injury, arising out of or in connection with the Training Services, Consultancy Services and/or any other Services provided under the Agreement.
- 14.6 Client indemnifies CSD against claims from third parties – including Client's shareholders, directors, personnel and others involved in Client's organisation – arising from or relating to the Services provided by CSD to Client, except where such claims result from CSD's attributable shortcomings.
- 14.7 Client indemnifies CSD against claims for damages incurred by Client or by third parties resulting from incorrect or incomplete data or information provided by Client.
15. **Confidentiality**
- 15.1 CSD shall hold and maintain Confidential Information in strictest confidence for the sole and exclusive benefit of the Client.
- 15.2 Confidential Information obtained by CSD during the Term will not be disclosed without prior approval of Client, subject to the limitations as set out in clause 15.3 of these Terms.
- 15.3 CSD shall have the right to disclose any Confidential information if necessary to comply with:
- (a) applicable laws and/or regulations;
  - (b) a cooperation request from a regulatory authority; or
  - (c) a court order.
16. **Term and termination**
- 16.1 These Terms are inextricably linked to the Term of the Agreement and shall automatically terminate upon the expiration or termination of the Agreement.
- 16.2 Without affecting any other right or remedy available to it, CSD can terminate (*opzeggen*) the Agreement for convenience at any time upon thirty (30) days' prior written notice. Any prepaid fees will be reimbursed to Client.
- 16.3 Without affecting any other right or remedy available to it, CSD may terminate the Agreement with immediate effect in case of an insolvency event affecting Client, without incurring any liability or costs.
- 16.4 If Client qualifies as a consumer, Client may exercise its right of withdrawal cancelling the Agreement within fourteen (14) days after receipt of the Order Confirmation, subject to the statutory limitations as set out in section 6:230o et seq. DCC.



- 16.5 Unless Client qualifies as a consumer, and save for the Client's termination rights under clause 17, Client hereby waives its rights, if any, to annul (*vernietigen*), (partly) dissolve (*ontbinden*) or cancel (*opzeggen*) the Agreement, or to request annulment, dissolution, cancellation or amendment on the basis of sections 6:228 and/or 6:265 and/or 7:408(1) of the Dutch Civil Code.
- 16.6 Upon expiration or termination of the Agreement, Client shall immediately pay all outstanding unpaid invoices and interest, and both parties shall return all Intellectual Property, Confidential Information and any other materials belonging to the other party.
- 16.7 CSD may at its sole discretion, taking into account the relevant standards of professionalism, and at any time after the start thereof, decide to immediately cease providing the Training Services to a particular Participant, without stating reasons to Client, without any obligation to reimburse any fees paid, and without incurring any liability or costs. CSD may provide justification to Client but only after consent of the relevant Participant and without violation of CSD's contractual or legal (privacy) obligations.

## 17. Cancelling or changing the Services before commencement

- 17.1 If standard Training Services or Consultancy Services are cancelled or rescheduled by Client within three (3) weeks prior to the start of the Services, the full amount of the fees will be owed.
- 17.2 In case of custom Services specifically developed for Client, Client can cancel (*opzeggen*) by written notice the Agreement or change the start date or type of the Services:
- (a) until one (1) month prior to the start date of the Services, for which Client shall be obliged to pay 50% of the fees to CSD.
  - (b) within one (1) month prior to the start date of the Services, for which Client shall be obliged to pay 100% of the fees to CSD.

## 18. Privacy

CSD shall process the personal data which it collects, stores, receives, or transfers pursuant to or in connection with the Agreement in accordance with its privacy and cookie policy available through the following webpage <https://www.centreforsafety.org/privacy-cookie-policy/>. For information on the policy, including data requests, an e-mail can be sent to [backoffice@centreforsafety.org](mailto:backoffice@centreforsafety.org).

## 19. Final provisions

- 19.1 CSD can unilaterally amend these Terms at any time upon thirty (30) days' prior notice to Client. If Client qualifies as a consumer, we may unilaterally change the Terms for the following reasons:
- (a) changing market circumstances which impact the Services provided by CSD (including inflation);
  - (b) significant increases in terms of costs, including, but not limited to, costs relating to suppliers, staff, administration, applicable laws and/or regulations, taxes and utilities;
  - (c) force majeure circumstances;
  - (d) other significant changes arising from applicable laws and/or regulations.



- 19.2 If a consumer timely objects in writing to a change of the Terms due to reasons other than listed under 19.1(a) through (d) above, the original Terms applicable at the time of concluding the Agreement will continue to apply.
- 19.3 Client cannot assign or transfer its rights and/or obligations arising from these Terms and/or the Agreement to a third party. CSD can assign and transfer its rights and/or obligations arising from these Terms and/or the Agreement to third parties. Client hereby grants its prior consent for such assignment or transfer. This clause expressly intends to have effect under Dutch property law. If Client qualifies as a consumer and does not agree with assignment of the Agreement by CSD, Client can terminate (*ontbinden*) the Agreement at any time, unless CSD confirms it will be liable for (continued) performance of the Agreement by such third party.
- 19.4 Neither party shall be in breach of these Terms or the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes due to force majeure as defined in section 6:75 DCC. In no event will a force majeure event release Client from its payment obligations.
- 19.5 If any part of these Terms or the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms and/or the Agreement.
- 19.6 The following clauses shall survive any termination and/or expiration of the Agreement: clause 4, 9, 10, 12, 13, 14, 15, 17, 5, 20 of these Terms.
- 19.7 Except if Client qualifies as a consumer, the documents and information from CSD's administration or systems shall be considered conclusive evidence of the Services provided by CSD and the amounts payable by Client, without prejudice to Client's right to submit evidence to the contrary.
20. **Applicable law, forum and complaints procedure**
- 20.1 These Terms, the Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with Dutch law.
- 20.2 The courts of Midden-Nederland, location Amersfoort, the Netherlands shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms and/or the Agreement. If a consumer objects within one (1) month after we invoke this forum clause, the dispute shall be submitted to the court that has jurisdiction according to the DCC.
- 20.3 The following complaint procedure applies if Client qualifies as a consumer:
- (a) An explanation of the complaint procedure and the complaint form are available on the Website. Complaints will be treated confidentially. We may ask for additional clarification when complaints are insufficiently explained and/or substantiated. Complaints will be settled as soon as possible but ultimately within four (4) weeks. If more time is needed to settle the complaint, the plaintive will be timely notified including an explanation of the postponement and an indication when the complaint will be settled. A complaint shall not defer Client's obligation to pay.
  - (b) Against CSD's settlement decision, appeal can be made with the chairman of the management board of CSD. The chairman will take the appeal into consideration. The

advisory board will make a decision within four (4) weeks. This decision is binding for CSD and shall be implemented accordingly as soon as possible.

- (c) Client may also submit an application via the European Commission Online Dispute Resolution platform at: <http://ec.europa.eu/odr>. We have the discretion as to whether or not we will agree to a complaint being resolved through the ODR platform.