

General Terms and Conditions of ARQ IVP B.V.

Open Enrolments in ARQ IVP

Article 1. Definitions

Contractor: ARQ IVP B.V.

Customer: private individuals who and organisations that purchase Education from ARQ IVP.

Education: a course (standard offering), peer support (serie)

Agreement or enrolment: an agreement or enrolment of a participant for Education, such as a training programme, workshop or congress.

Distance agreement: an agreement concluded exclusively by means of one or more remote communication techniques, such as written correspondence or electronic communication.

Article 2. Applicability

These terms and conditions apply to all agreements and enrolments between ARQ IVP and the Customer relating to Education. Deviations from these terms and conditions are only binding if and insofar as such deviations have been confirmed by ARQ IVP in writing. The general purchase terms and conditions of the Customer do not apply unless they have been accepted by ARQ IVP in writing.

Article 3. Formation of the agreement

The agreement between ARQ IVP and the Customer is formed through the Customer's enrolment. After the formation of the agreement, the Customer will receive a confirmation by email. ARQ IVP has the right to have the agreed work (partially or entirely) carried out by third parties. ARQ IVP determines which (legal) persons will execute the agreement.

Article 4a. Cancellation of a course or peer support by the Customer

After the formation of the agreement (enrolment), the Customer has a statutory right to withdraw from the agreement within 14 days without stating reasons, unless the Education has already commenced before the end of this period. The Customer has the right to cancel the agreement by email (opentraining@arq.org). The date of receipt will be considered the cancellation date. Below are the deadlines within which a cancellation may take place and the associated costs:

- In the case of cancellation less than 4 weeks before the start of the course or workshop, the Customer will owe the full agreed price.

- Cancellation free of charge is possible up to 4 weeks before the start of the course or workshop.

Registration covers the full programme of four sessions. It is not possible:

- to register for individual sessions;
- to make up a missed meeting later.

Article 5. Prices

All prices quoted by ARQ IVP are in euro. Prices are adjusted annually as from 1 January, meaning that rates will be updated at the turn of the year.

ARQ IVP also reserves the right to adjust its rates during the calendar year due to unforeseen cost increases resulting from external factors, such as (unexpected) inflation.

Article 6. Payment

Invoices are issued either periodically or after the agreement has been formed in accordance with Article 3. Payment shall be made to the bank account stated on the invoice within 30 days, without suspension or set-off due to any (alleged) shortcoming on the part of ARQ IVP.

Payment for Education shall be made before the start of the training programme. ARQ IVP may require the Customer to pay the full amount no later than 10 working days before the start date of the Education.

If the Customer fails to pay within the agreed period, it will be in default without notice of default being required. From the due date, ARQ IVP will always be entitled to charge the applicable statutory interest on the gross invoice amount. If payment is not made on time, the Customer will always be obliged to reimburse ARQ IVP for all reasonable judicial and/or extrajudicial collection costs incurred, including but not limited to the costs of collection agencies, as well as the actual costs and fees of bailiffs and lawyers, even if these exceed the legal costs to be awarded by the court. The extrajudicial collection costs amount to at least 15% of the amount owed by the Customer, with a minimum of €500, excluding VAT.

Article 7. Suspension and termination

ARQ IVP is entitled to refuse to execute an agreement or to refuse the participation of a Customer, as well as to suspend execution or terminate the agreement, if the Customer fails to meet its payment obligations on time. ARQ IVP is not liable for any damage resulting from refusal, suspension or termination, and refusal, suspension or termination does not release the Customer from its payment obligations.

Article 8. Copyright and use of data

The copyright in the Education provided by ARQ IVP is vested in ARQ IVP, unless another copyright holder is indicated. Without ARQ IVP's explicit written consent, the Customer may not publish or reproduce any data from these materials, including excerpts or summaries thereof, in any form whatsoever. Unless agreed otherwise in writing, the copyright in reports, proposals and other documents resulting from ARQ IVP's work is also vested exclusively in ARQ IVP. ARQ IVP reserves the right to use knowledge gained from the execution of the Education for other purposes, provided that no confidential information is disclosed to third parties. When client data are used for (scientific) research, these will always be anonymised and used only with the consent of the relevant client.

Article 9. Liability and indemnification

ARQ IVP makes efforts to execute the Education to the best of its knowledge and ability. ARQ IVP accepts no liability if it has fulfilled its obligation to perform to the best of its ability, nor for any incorrect interpretation by a Customer of the advice given during the Education.

ARQ IVP accepts no liability towards the Customer for any (material and/or non-material) damage except in cases where its liability insurance covers the damage and to the extent that the insurer pays out in a particular case. Outside the aforementioned cases, liability is limited to the amount charged for the service that caused the damage or, in the case of an ongoing agreement, to the amount invoiced over a period of 6 (six) months. Under no circumstances will compensation exceed €10,000. ARQ IVP accepts no liability towards the Customer for any (material and/or non-material) damage arising (directly and/or indirectly) from force majeure and/or acts or omissions by a Customer.

ARQ IVP will never be liable for damage resulting from:

- Any failure by the Customer to comply with its obligations, including but not limited to providing sufficient cooperation in the execution of the agreement;
- Incorrect and/or incomplete and/or non-timely information provided by the Customer.

The Customer guarantees the accuracy and completeness of all information that is essential to the project. ARQ IVP will never be liable for indirect damage, including consequential damage, lost profits or losses due to business interruption. ARQ IVP cannot be held liable if the Customer has the possibility to claim compensation directly from its own insurer or that of a third party with regard to the occurrence of the damage.

Any right to compensation from ARQ IVP will expire if the entitled party does not notify ARQ IVP in writing within 30 days after the moment the damage-causing event and/or the damage itself was discovered or should have been discovered. The right to compensation from ARQ IVP will also expire if the entitled party does not claim compensation from ARQ IVP in writing

within three months from the first occurrence of the damage-causing event, regardless of whether the damage and/or the event was already known or should have been known to the entitled party within that period.

Article 10. Confidentiality

The parties are obliged to maintain confidentiality regarding all confidential information that they have obtained from each other or from other sources as part of their agreement. Information will always be considered confidential unless the other party has indicated otherwise or if this is evident from the nature of the information. ARQ IVP is entitled to disclose confidential information to third parties involved in the execution of the agreement, insofar as ARQ IVP deems this necessary for the proper execution of the agreement.

ARQ IVP is entitled to withhold confidential information obtained in the execution of the agreement between itself and the Customer from the Customer.

If, based on a legal provision or a court ruling, ARQ IVP and/or third parties engaged by ARQ IVP in the execution of the agreement are required to provide confidential information to the Customer, and ARQ IVP and/or the aforementioned third parties cannot invoke a legal or judicially recognised right to refuse disclosure, the Customer will indemnify ARQ IVP and/or the third party involved in the execution of the agreement against any claims by its employees and third parties against ARQ IVP regarding the confidential information provided.

If, based on a legal provision or a court ruling, ARQ IVP is required to provide confidential information to third parties designated by law or a competent court, and ARQ IVP cannot invoke a legal or judicially recognised right to refuse disclosure, ARQ IVP will be entitled to do so without being liable for compensation or indemnification to the Customer and/or the third party concerned.

Article 11. Force majeure

During a force majeure situation, ARQ IVP's obligations will be suspended. In these general terms and conditions, force majeure will be understood to mean, in addition to what is defined by law and case law, all external causes, whether foreseeable or unforeseeable, over which ARQ IVP has no or insufficient control and which prevent ARQ IVP from executing the agreement in the agreed manner. Force majeure will in any case include: strikes, workplace occupation, blockades, embargoes, government measures, war, revolution and/or similar situations, power failures, disruptions in electronic communication lines, fire, explosions and other emergencies, water damage, flooding, earthquakes and other natural disasters affecting ARQ IVP and/or third parties engaged or to be engaged by ARQ IVP, as well as illness of persons required for the execution of the agreement.

ARQ IVP is entitled to invoke force majeure if the circumstance preventing (further) performance occurs after ARQ IVP should have commenced its work.

If the suspension due to force majeure lasts longer than three months, either party will be entitled to terminate the agreement without being liable to pay compensation to the other party.

To the extent that ARQ IVP has already partially fulfilled its obligations under the agreement at the time the force majeure occurs, ARQ IVP will be entitled to invoice the Customer separately for the part already completed. In addition, insofar as the force majeure situation allows this, ARQ IVP will be entitled to offer its services in an alternative manner, including but not limited to online provision of services, always in proper consultation with the Customer.

Article 12. Complaints procedure and privacy policy

ARQ IVP has an official complaints procedure in place. This can be requested from ARQ IVP without charge and can also be consulted on the website (arq.org/klacht-melden).

ARQ IVP has a privacy policy in place. This can be requested from ARQ IVP without charge and can also be consulted on the website (arq.org/privacy).

Article 13. Amendments to the general terms and conditions

ARQ IVP reserves the right to amend these general terms and conditions. In the event of such an amendment, ARQ IVP will publish this on its website.



Article 14. Applicable law and competent court

All agreements between ARQ IVP and a Customer are governed by Dutch law. Disputes arising from agreements to which these terms and conditions apply and that do not fall within the jurisdiction of the subdistrict court will be submitted to the Amsterdam District Court. This provision is exclusively for the benefit of ARQ IVP.

Contact:

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