



Terms, conditions and cancellation policy

Art. 1: Definitions

1. **Agreement:** the contract, in the form of a contract or registration form, between the Client and the Contractor with respect to a Participant in a programme organised by the Contractor.
2. **Client:** the organisation or natural person that/who has an agreement with the Contractor regarding sending Participant(s) to a Programme of the Contractor.
3. **Contractor:** Energy Delta Institute B.V., the organisation that organises training Programmes and has concluded an Agreement with the Client.
4. **Course material:** all presentations, e-learning modules, cases, assignments, tests, articles and other documents regarding educational purposes received before, during and after the Programme.
5. **Intellectual Property Rights:** all rights of intellectual and industrial property and related rights, such as but not limited to copyrights and trademarks.
6. **Online learning environment:** an online learning platform which provides course material and information about the Programme available for the Participant.
7. **Participant:** the person who has been registered as the actual Participant in a Programme organised by the Contractor.
8. **Programme:** an educational programme organised by the Contractor, including one of the following programmes:
 - 8.1 **Open market programme:** programmes that are available to enrol for energy professionals. Some programmes contain several modules which might be organised as a separate programme by the Contractor.
 - 8.2 **In company:** a customised programme or event organised by the Contractor for one Client.
 - 8.3 **Event:** activities which offer network and knowledge exchange opportunities organised by the Contractor.

Art. 2: Terms

1. These Terms shall apply to all Agreements between the Contractor and the Client.
2. Any general terms and conditions of the Client shall not apply unless they have been accepted in writing by the Contractor.
3. By filling in the registration form the Client confirms the acceptance and applicability of these Terms.
4. If one or more of the articles in these Terms are invalid, have been annulled, altered or supplemented the remaining terms shall stay in full force and effect as close as possible.

Art. 3: Enrolment and start of agreement

1. The agreement for an Open market programme or Event, starts by filling in the online registration form on the website of the Contractor. The Participant is enrolled when the Contractor confirms the received registration.
2. The agreement for an In Company, shall take place in writing by a contract specified by the Contractor and confirmed by the Client, unless both parties agree on an alternative procedure.
3. The Client shall be responsible for the accuracy of the information provided on the registration form, the Agreement or another registration procedure.
4. Some Open market programmes and Events have admission requirements. The Participant has to comply with these admission requirements. The Contractor will determine if the Participant complies with the admission requirements. The Contractor shall decline the request to enrol for the Open market programme or Event when the Participant does not fulfil these admission requirements.

Art. 4: Execution of the Agreement by the Contractor

1. The Contractor shall execute the Agreement to the best of its ability and knowledge. The Contractor, however, can not guarantee that the activities will result in the outcome anticipated and/or expected by the Client.
2. The Contractor has the right to have any part of its obligations under the Agreement performed by third parties.

Art. 5: Cancellation

1. In case of cancellation by the Client the programme fee is refunded as follows:
 - a. Cancellation at least 60 days before the start of the Programme: 100% refund.
 - b. Cancellation between 31-59 days before the start of the Programme: 25% refund.
 - c. Cancellation after 30 days before the start of the Programme: no refund.
2. Cancellations must be sent by e-mail or registered post.
3. The Contractor shall be entitled to cancel the Programme if in his discretion an insufficient number of Participants have been enrolled. In this case the Client shall be entitled to a refund of any programme fees paid to the Contractor. The Contractor is not liable for and shall not compensate any other damages suffered by the Client in relation to the cancellation.
4. The Contractor reserves the right to cancel or change the date(s), time, locations, lecturers/speakers and content of a Programme, before or during such Programme in case of unforeseen circumstances including, but not limited to force majeure, as specified in Clause 6:74 of the Dutch Civil Code. If any of the foregoing occurs, Contractor is not in any way liable for any damages suffered by the Client in relation to such cancellation or change.
5. The Client is entitled to change the date(s), time and locations of an In company, before or during an In company in case of unforeseen circumstances including, but not limited to force majeure. Financial and any other disadvantages for the Contractor need to be compensated by the Client. The Contractor can not guarantee the same location(s), lecturers/speakers and content of the course if the Client wishes to change the date(s), time and location of the In company.

Art.6: Substitute procedure

1. The Client may arrange a replacement to participate in the Programme.
2. To replace a Participant the Client needs to send a request by email or a registration form for the substitute to the Contractor before the start of the Open market programme or Event. The Contractor can decline the request of the participation by the substitute based on the admission requirements.
3. If the Participant is unable to participate in an Open market programme it is an option to participate in the first following edition of this Programme (when available). This can be requested 5 workdays before the start of the Open market programme. The Contractor can decline the request when this is not achievable for the Contractor. The Client is required to pay for the programme fee of the Open market programme he/she was registered for. An extra € 200,- fee per programme day will be invoiced of the actual attended programme.
4. A Participant in an In company programme, can be replaced by informing the Contractor.

Art. 8: Conditions of Payment

1. The Contractor will invoice the Client. Payment to the Contractor has to be made within 14 days after the Contractor has sent an invoice to the Client.
2. After the period in Article 8.1 has expired, the Client is in default without any further demand for payment or notice of default required; from the moment of going into default up to the moment of full payment of the amount due, the Client owes an amount equal to the legal interest as referred to in Article 6:119a Netherlands Civil Code, increased by 1.5% per month.
3. In case of arrears in payment, the Contractor is entitled to deny the Participant access to the Programme for as long as the payment has not been received. The Contractor is also entitled to terminate the Agreement with the Client in case payment is not received.
4. All costs, judicial as well as extrajudicial, made by the Contractor related to the collection of amounts due, shall be charged to the Client.

Art. 9: Certificates and degrees

1. A Participant in an Open market programme or In company programme receives a certificate when the following criteria are met:
 - a. 80% of the Programme attendance.
 - b. 80% of the mandatory Course material needs to be completed when available on the Online learning environment.
 - c. Any other criteria announced before the start of the Programme.

Art. 10: Liability

1. The Contractor shall not be liable for any damage caused arising in the performance of the Agreement or by actions of lecturers and speakers of the Programme or other Participants, unless such damages are caused by wilful behaviour or gross negligence attributable to the Contractor.
2. The Contractor shall not be liable for any damage caused by actions of employees, unless such damage is caused by wilful behaviour or gross negligence attributable to the Contractor.
3. If the Contractor is liable for damage, the liability of the Contractor shall be limited to the sums received in connection with the Agreement pertaining to the liability.
4. The Contractor is in no case responsible for consequential damage, indirect damage, company damage, loss of profits or damage caused by auxiliary persons and/or third parties engaged by the Contractor in the execution of the Agreement.

5. The Client guarantees and is responsible for the reasonable and proper behavior of the Participant that is enrolled in a Programme by the conclusion of the Agreement. The Client shall indemnify and hold the Contractor harmless from any claims from the Participant due to or in connection with (the execution of) the Agreement by the Contractor.
6. The rights of action and other powers of the Client with respect to the Contractor, of whatever nature, expire one year after the obligations of the Contractor were performed.
7. The Client indemnifies the Contractor for third-party liability regarding damages of any kind arising due to or in connection with the execution of the Agreement.

Art. 11: Intellectual Property Rights

1. All Intellectual Property Rights regarding the services provided by the Contractor shall be vested in the Contractor. The Client acknowledges these rights and shall refrain from any infringement of these rights.
2. All documents provided by the Contractor, such as all Course Material, software application et cetera are for the exclusive use of the Client. The Client is not allowed to publish and/or reproduce in any form any information obtained from the Contractor, nor to sell, adapt, make available and distribute any of this information unless the Contractor has given written consent for such a publication and/or reproduction or unless such a publication and/or reproduction results from the character and objective of the agreement with the Contractor
5. The Contractor reserves the right to deny the Client access to the Online learning environment and the Course Material when the Client violates Art. 11.2. The Contractor can deny access to the Online learning environment and the Course Material without being liable for any damages whatsoever suffered by the Client in relation to the denial of access.
6. After the Programme has been completed, the ownership of the material created by the Participant during the course of the Programme (and not containing any copyrights and other intellectual property rights of the Contractor) is passed on to the Client. The photos that may be made during the Programme may be publicised, duplicated and distributed by the Contractor. If the Client and/or Participant should object to this publication, duplication and/or distribution, the Client/Participant shall inform the Contractor before the start of the Programme. Objection can only be made when it concerns pictures of the actual Participant.

Art. 12: Confidentiality

Without the consent of the Contractor, the Client or Participant shall not disclose any information with respect to the Agreement, any private information or any information on the internal affairs of the respective businesses of other Participants if he understands or should reasonably understand the confidential nature thereof. This term shall remain in force after termination of the present Agreement.

Art. 13: Termination of Agreement

1. The Agreement will end as stated in the Agreement or application form, unless articles 13.2 or 13.3 are in place.
2. Both the Contractor and the Client may terminate the Agreement, without any written serving notice or judicial action being required, and without being required to compensate any damages suffered by the other party, if the other party has been granted a suspension of payment, is declared bankrupt, if the business of the other party has been wound up, or if the other party is expected no longer to be able to fulfil its obligations under the Agreement.
3. Both the Contractor and the Client may terminate the Agreement entirely or partially if the other party accountably fails in the performance of its obligations under the Agreement, and, after having received a written notice of the other party to comply with its obligations within 10 working days, fails to restart (the correct) performance of its obligations within such time limit.
4. In relation to article 10.5, the Contractor may terminate the Agreement if the Participant misbehaves in such a manner that it can no longer be expected for Contractor to continue to perform its obligations under the Agreement. In such case, the Contractor shall remove the Participant from the Programme in which the Participant is enrolled, and the Contractor shall inform the Client in writing about the (reasons for) the termination of the Agreement.
5. The Client is required to pay any invoices sent by the Contractor that are related to the performances made by the Contractor before the termination of the Agreement.
6. The articles 11 and 12 shall remain in full force and effect after termination of the Agreement.

Art. 14: Registration

Names and (e-mail)addresses of the Client and Participant will be saved in the database of the Contractor to inform the Client and Participant of the Programmes of the Contractor. If the Client and/or Participant does not wish to receive any information about these Programmes, the Client and/or Participant shall inform the Contractor in writing about its objections. In such case, the Contractor shall no longer provide the Client and/or Participant with any such information.

Art. 15: Applicable law and competent court

1. The Agreement shall be governed exclusively by the laws of the Netherlands.
2. Where exceptions to the rules of relative competence are permitted, any disputes shall be brought before the competent court at Groningen (The Netherlands), unless the Contractor as the plaintiff elects to bring the case before the competent court in accordance with the statutory rules of competence.