

Terms of Conditions

Part I Common

Artikel 1: Definities

Article 1: Definitions

1.1 “Geo-ICT Training Center” in this context refers to: GeoICT Opleidingen BV, Kvk: KVK 51710471, Branch No. 000005886228, Hoofdstraat 20, 7311KB Apeldoorn.

1.2 “Training” in this context refers to any training, course, workshop, seminar, or other knowledge transfer activity organized by Geo-ICT Training Center.

1.3 “Participant” in this context refers to the person who has registered or has been registered for a training.

1.4 “Registration” in this context refers to the valid enrollment for a training via the appropriate registration form.

1.5 “Cancellation” in this context refers to the written termination of participation in a training by a participant.

1.6 “Tuition Fee” in this context refers to the amount listed in the brochures by Geo-ICT Training Center for participation in a training. Additional costs (Article 9) are not included in the tuition fee.

1.7 “Study Material” refers to all analyses, designs, models, software, documents, and other materials developed and/or provided for the purpose of the training.

1.8 “Learning Platform” refers to the electronic learning environment made available by Geo-ICT Training Center to support the participants' learning process. Study materials may be made available on the Learning Platform.

1.9 “Training Program” refers to the agreed-upon curriculum, including the schedule of the training.

1.10 “Industry Organization” refers to the Dutch Council for Training and Education (NRTO), of which Geo-ICT Training Center is a member.

1.11 “Instructor” refers to the instructor, study guide, thesis supervisor, or proctor contracted by Geo-ICT Training Center to deliver (a part of) the training program.

Article 2: Applicability

2.1 These general terms and conditions apply to all offers, agreements, and services of Geo-ICT Training Center related to providing education, developing professional or vocational courses, organizing, setting up, and coordinating education, conducting quality control in education, and providing educational consulting and support, as well as all related activities.

2.2 The general terms and conditions of the Industry Organization for both the consumer and business markets also apply.

2.3 The general (purchase) terms of (potential) contracting parties of Geo-ICT Training

Center are expressly rejected by Geo-ICT Training Center in all cases, even if the (potential) contracting party refers to those terms in a request directed at Geo-ICT Training Center.

2.4 If any provision of these terms and conditions is found to be void or annulled, the remaining provisions will remain fully effective, and Geo-ICT Training Center and the (potential) contracting party will consult to agree on new provisions that closely reflect the purpose and intent of the voided or annulled provisions.

Article 3: Offer and Acceptance

3.1 Every offer is non-binding and must be understood as a whole.

3.2 The agreement is concluded only after acceptance of the offer and confirmation of the assignment by Geo-ICT Training Center, as regulated in the specific part of these terms concerning registration (Article 8).

3.3 If, due to circumstances, including the nature, scope, or urgency of the assignment, no assignment confirmation has been sent, the invoice will be considered the assignment confirmation.

3.4 Changes to the agreement must be agreed upon in writing by both parties.

Article 4: Prices

4.1 All prices or tuition fees mentioned in the brochures or other offers of Geo-ICT Training Center are, unless explicitly stated otherwise, exclusive of VAT. All prices related to literature and the provision of the Learning Platform are also exclusive of VAT. A VAT rate of 21% applies to all courses.

4.2 The prices or tuition fees quoted by Geo-ICT Training Center are based on the cost-determining factors applicable at the time of the offer, including wage sums calculated according to the normal working hours applicable at Geo-ICT Training Center.

4.3 Geo-ICT Training Center will generally not grant discounts if exemptions are granted in the training program.

4.4 Geo-ICT Training Center may agree to payment in installments for long-term training programs. Additional costs may apply, which are not included in the tuition fee.

4.5 If one or more of the cost-determining factors, as indicated in Article 4.2, change after the offer date, even as a result of foreseeable circumstances, Geo-ICT Training Center reserves the right to adjust the agreed prices or tuition fees accordingly. After the price change has been determined, Geo-ICT Training Center is entitled to demand the adjusted prices or tuition fees in the same installments as the original price.

4.6 If the application of the previous clause results in a price increase of 10% or more within three months of the agreement, the contracting party of Geo-ICT Training Center may terminate the agreement by registered letter within ten working days after being notified of the price increase.

4.7 Prices or tuition fees are quoted in Euros unless explicitly stated otherwise.

4.8 Prices or tuition fees quoted in currencies other than Euros are based on the exchange rates applicable in the Netherlands at the time of the offer. If an exchange rate changes to the disadvantage of Geo-ICT Training Center, Geo-ICT Training Center reserves the right to increase the prices or rates accordingly without prior notice to the contracting party.

Article 5: Complaints

5.1 Complaints regarding the goods or services provided by Geo-ICT Training Center must be submitted in writing and with reasons within no more than 8 calendar days after delivery, failing which the counterparty of Geo-ICT Training Center is deemed to have accepted the delivery or service. Complaints can also be submitted through the complaints procedure on our website.

5.2 Geo-ICT Training Center is a member of the NRTO industry organization. In case of escalated complaints, the customer may approach the NRTO Disputes Committee.

Article 6: Invoicing and Payment

6.1 After submitting the relevant registration form for a training, the participant or the person who registered the participant will receive an invoice for the tuition fee, unless otherwise agreed in writing.

6.2 The invoice will be sent as a PDF to the email address provided on the registration form or the invoice address provided by the customer.

6.3 Invoices are sent to the address or email address provided by the participant or the person who registered the participant, which does not affect the participant's payment obligation in any way.

6.4 If the participant or the person who registered the participant requests a revised invoice due to errors in the invoice as mentioned in the previous clause, costs may be charged for issuing a new invoice.

6.5 Payment must be made before the start of the training, unless otherwise agreed in writing. If the invoice is sent less than 10 working days before the start of the training, payment must be made within 30 days after the invoice date.

6.6 Unless explicitly agreed otherwise, payment must be made to the bank account indicated on the invoice in Dutch currency, net, without any discount or deduction, and without invoking set-off.

6.7 If the payment deadline stipulated in these general terms or agreed separately is exceeded, the participant or the person who registered the participant will be in default by operation of law without any further notice of default being required. Geo-ICT Training Center is then authorized to initiate collection without further notice. The participant or the person who registered the participant will be liable for interest on the overdue amount at the statutory rate.

6.8 The participant or the person who registered the participant is liable for the principal sum, the interest, and all costs, both judicial and extrajudicial, incurred by Geo-ICT Training Center in collecting its claim and protecting its rights. Extrajudicial costs are set at 15% of the principal sum, with a minimum of 100 euros.

6.9 Geo-ICT Training Center reserves the right to suspend the execution of the agreement until payment is received. In such cases, Geo-ICT Training Center may deny the participant access to the training location and terminate any other facilities provided. It also has the right to deny the participant access to examinations.

Part II Activities

Article 7: General Rules for Training

7.1 Geo-ICT Training Center announces training programs in brochures and folders or through other media. Unless explicitly stated otherwise, Geo-ICT Training Center reserves the right to change the stated details regarding dates, prices, and location if circumstances require, at its discretion.

7.2 Geo-ICT Training Center reserves the right not to conduct a training program or to postpone it if an insufficient number of participants have registered, as determined by Geo-ICT Training Center.

7.3 Geo-ICT Training Center may refuse access to a training program for participants who register after the maximum number of participants for that training program has been reached. In such cases, Geo-ICT Training Center will base its decision on the order in which registrations were received.

7.4 Geo-ICT Training Center may refuse participants who, in its opinion, do not meet the prerequisites set for the training, such as prior education or specific knowledge.

7.5 Geo-ICT Training Center will notify participants at least three weeks before the start date of the training as to whether the training will take place. Under certain circumstances, this notification may be postponed by one week. Geo-ICT Training Center will provide the location and other practical information for the training at least two weeks before the training starts.

7.6 If a training is canceled, any tuition fees already paid for the training will be refunded to the participant or the person who registered the participant, or, if the participant or the person who registered the participant expresses this in writing, the fees can be applied toward enrollment in the next similar training offered by Geo-ICT Training Center. In such cases, the participant will be given priority registration. Any interim price increases will not be charged to the participant.

7.7 Geo-ICT Training Center reserves the right to change the composition of instructors announced earlier. This does not give the participant the right to cancel their registration unless specified in Article 9 on cancellation.

7.8 If, due to force majeure, an instructor is unable to lead a training, Geo-ICT Training Center will attempt to provide a replacement instructor. If Geo-ICT Training Center is unable to contract a suitable replacement, it reserves the right to reschedule the training to a different time and/or place.

7.9 Geo-ICT Training Center reserves the right to exclude participants from further participation in a training program if their behavior or other actions disrupt the normal course of (a part of) the training program, taking into account the interests of other participants. Such exclusion does not affect the obligation to pay the full tuition fee.

7.10 Geo-ICT Training Center adheres to the NRTO Code of Conduct as published on its website.

Article 8: Registration

8.1 Registration takes place, unless explicitly stated otherwise in the brochure or offer, by

submitting a fully completed registration form for the relevant training. Registration by fax, email, or phone is allowed only if explicitly permitted.

8.2 A potential participant is not validly registered unless the required documents (certificates, diplomas, or other documents requested by Geo-ICT Training Center) and (a designated portion of) the tuition fee have been received in a bank account designated by Geo-ICT Training Center.

8.3 Data collected during registration will be included in the Geo-ICT Training Center student administration system and used for training-related purposes. Geo-ICT Training Center may also use this information to keep the parties informed of relevant developments.

8.4 By signing the registration form, the participant declares that they are aware of and accept the general terms and conditions of Geo-ICT Training Center.

Article 9: Cancellation by the Participant and Absence

9.1 Cancellation of a training must be done no later than 21 calendar days before the start date of the first activity of the training.

9.2 Cancellation must always be done by registered mail.

9.3 If cancellation does not occur on time, i.e., after the period mentioned in clause 9.1 has passed, the participant will owe the full tuition fee for the training. If cancellation is made on time, the participant will owe administrative costs.

9.4 If the cancellation relates to a training that has been rescheduled by Geo-ICT Training Center, and the cancellation is received by Geo-ICT Training Center within 14 calendar days after notification of the rescheduled date, no cancellation costs will be charged, and the full tuition fee will be refunded by Geo-ICT Training Center.

9.5 If Geo-ICT Training Center has postponed its final decision regarding the conduct of a training until two weeks before the planned start date, the participant or the person who registered the participant may cancel their registration without incurring cancellation costs if the training proceeds, provided their cancellation reaches Geo-ICT Training Center no later than the day before the training begins.

9.6 The participant or the person who registered the participant has the right to nominate a replacement candidate participant no later than 14 calendar days before the start of the training, provided Geo-ICT Training Center is informed by registered mail and the replacement meets the requirements for the relevant training, as determined by Geo-ICT Training Center.

9.7 If a participant is absent for a significant part of a training due to force majeure (as determined by Geo-ICT Training Center), the participant may be given the opportunity to make up the missed part at a later date. Costs may be charged for this. However, Geo-ICT Training Center is not obligated to refund the tuition fee, even if the training is no longer offered. If the tuition fee has increased in the interim, the difference between the new and original tuition fees will be charged to the participant or the person who registered the participant.

Article 10: Additional Costs

10.1 Unless explicitly stated otherwise in the written information provided by Geo-ICT Training Center regarding a training, travel and accommodation costs such as lunch and dinner expenses, hotel costs, etc., are not included in the tuition fee. These costs are borne by the participant.

10.2 Unless explicitly stated otherwise in the written information provided by Geo-ICT Training Center regarding a training, the costs for purchasing supplementary materials such as literature and study supplies are not included in the tuition fee. These costs are borne by the participant.

10.3 If, at the participant's request, additional exam opportunities are provided beyond the regular exams and resits, additional exam fees will be charged by Geo-ICT Training Center.

10.4 If, at the participant's request, changes are made to the originally agreed training schedule, Geo-ICT Training Center may charge additional costs.

10.5 If the duration of the training for which the participant is registered has expired and the participant has not yet completed the training, the participant must re-register. Geo-ICT Training Center may charge a registration fee for this.

Part III Other Provisions

Article 12: Liability

12.1 The content of the study material is compiled based on scientific research and/or practical experience. Geo-ICT Training Center excludes any liability for the application and/or interpretation of advice, recommendations, structures, models, etc., contained in the study material and/or provided orally during the training by the participants.

12.2 Geo-ICT Training Center excludes any liability for damage caused by and/or during the use of goods and/or services provided by or on behalf of it, even if this damage was caused by third parties engaged by Geo-ICT Training Center, as well as any damage resulting from the failure of the goods supplied by Geo-ICT Training Center to meet the required standards.

12.3 Geo-ICT Training Center excludes any liability for possible damage a participant or the person who registered the participant may suffer due to the cancellation or postponement of a training.

12.4 Geo-ICT Training Center excludes any liability for damage caused by the non-availability or non-continuation of a training.

12.5 Any (non-)contractual liability of Geo-ICT Training Center, including its management and employees, is limited to the amount paid out in the relevant case under the liability insurance policy of Geo-ICT Training Center, including the deductible amount. A copy of the current liability insurance policy will be provided upon request.

12.6 The total liability of Geo-ICT Training Center will never exceed the amount that Geo-ICT Training Center charged or received for carrying out the relevant assignment.

12.7 If Geo-ICT Training Center provides advice, it is liable to its contracting party for damage directly resulting from a demonstrable shortcoming in that advice, provided that under the

given circumstances and with normal professional knowledge and diligence, the shortcoming could have been avoided, and only up to the amount of the separate fee agreed upon for the advice.

12.8 The counterparty of Geo-ICT Training Center must indemnify it against all claims from third parties on grounds and under circumstances as described in the first two paragraphs of this article.

Article 13: Force Majeure

13.1 Any obligation of Geo-ICT Training Center to fulfill the agreement will be suspended for the duration that fulfillment is not possible or is insufficient due to force majeure.

13.2 Force majeure includes all circumstances reasonably beyond the control of Geo-ICT Training Center, whether foreseeable at the time of the agreement or not, which prevent the training from taking place fully or partially, permanently or temporarily. Force majeure includes, but is not limited to, the inability of an instructor to contribute to a (part of a) training and the unavailability of the training location, where Geo-ICT Training Center has made reasonable efforts to find a replacement instructor or location.

13.3 Force majeure also includes, but is not limited to, fire, flooding, strikes, epidemics, war, governmental measures, non-availability of permits, trade embargoes, labor unrest, power outages, operational disruptions, breaches by or delays on the part of instructors engaged by Geo-ICT Training Center, and the non-availability of instructors.

13.4 The party invoking force majeure must immediately inform the other party of the occurrence of such circumstances.

13.5 If the force majeure continues for more than three months, or as soon as it is certain that it will last at least three months, either party may, by registered letter, demand that the agreement be adapted to the circumstances or be dissolved for the part affected, without parties being liable to compensate each other for any damages.

13.6 If a situation of force majeure arises and Geo-ICT Training Center invokes force majeure, Geo-ICT Training Center will refund any tuition fees already paid, upon request by the participant or the person who registered the participant.

Article 14: Termination

14.1 If the participant or the person who registered the participant fails to meet any of their obligations towards Geo-ICT Training Center, applies for a suspension of payments, is declared bankrupt, or ceases their business, Geo-ICT Training Center is entitled, without judicial intervention and without a further notice of default, to terminate all agreements with its contracting party, in whole or in part, by means of a written declaration. Geo-ICT Training Center is entitled to claim compensation for all direct, indirect, and consequential damages, including lost profits, without prejudice to other statutory rights.

14.2 If Geo-ICT Training Center, after receiving a written warning, still fails to fulfill its obligations, the participant or the person who registered the participant may terminate the

relevant agreement for the part not fulfilled, without claiming any compensation for termination damages.

Article 15: Confidentiality

15.1 Information provided by the participant will be treated confidentially by Geo-ICT Training Center and those working for Geo-ICT Training Center. Geo-ICT Training Center complies with applicable privacy laws.

15.2 For teaching purposes, information about participants may be shared among participants. Participants are obliged not to further distribute this information.

Article 16: Applicable Law

16.1 All offers and agreements to which these general terms and conditions apply are exclusively governed by Dutch law.

Article 17: Dispute Resolution

17.1 All disputes, including those considered as such by only one of the parties, arising from or relating to an offer, assignment, agreement, or obligation to and/or with Geo-ICT Training Center will be settled in the first instance exclusively by the competent court in the Utrecht district.

Article 18: Final Provision

18.1 The general terms and conditions of Geo-ICT Training Center apply to training programs held at the client's location.

18.2 The general terms and conditions of Geo-ICT Training Center also apply to training programs where participants are allowed to participate at a discount.

18.3 In all cases not covered by these general terms and conditions, a reasonable arrangement will be made by the management of Geo-ICT Training Center in consultation with the parties involved.