

# Terms and Conditions for training services by The Liberators BV version 27/04/2018

*We are no fan of the legal mumbo-jumbo of terms and conditions. Nevertheless, we have to clarify some rules, rights and obligations in a way that is as unambiguous as possible. This makes it easier for you and for us to know what to expect from each other. We've tried to keep it short and simple as possible :)*

## 1. Definitions

"We", "The Liberators" or "us" means The Liberators B.V., a limited liability company organized under the law of the Netherlands, and having its registered address at Jaarbeursplein 6, 3521AL, Utrecht (Dutch Game Garden, office 5.10);

"You" means any (legal) entity or person that has reached an agreement with us;

"Agreement" or "participation" means the arrangement in written or digital recording, based on which you can participate in a selected course;

"Course" means any training, workshop or event offered by us, or parties acting on behalf of The Liberators;

"Trainer" means any natural person representing, or acting on behalf of us who is responsible for facilitating, teaching or offering a course;

"Force majeure" means any external cause, expected or unexpected, including those specified in Dutch Law and jurisprudence, over which we have no control and that hinder us from facilitating, teaching or providing a course or honor commitments we made to you;

## 2. Applicability

- 2.1. These terms and conditions apply to all agreements that come into effect by registering for one of the courses offered by us on our website or designated platforms managed by us (EventBrite and Meetup). This includes registrations done by yourself and registrations performed by us, acting on your request, or by a third-party acting on your behalf;
- 2.2. By entering into an agreement with us, you agree to our full Terms and Conditions;
- 2.3. Our terms and conditions continue to apply fully even when we do not strictly enforce them;
- 2.4. These terms and conditions supercede any of your purchase conditions and other terms and conditions you may want to use, unless agreed differently by you and us, explicitly and in written form;

## 3. Agreement

- 3.1. The agreement between you and us starts after you receive our written confirmation of your registration;
- 3.2. In addition to the written confirmation you will also receive an VAT-invoice. If you have not already paid in full as part of your registration, you are required to pay the invoice in full before participating in the course;

## 4. Canceling or rescheduling your participation

- 4.1. You may cancel your participation for up to 30 days before the course starts. We will refund the invoiced amount. If you cancel within 30 days, the following rules apply:
  - If you cancel between 29 and 14 days before the course starts, we will refund 50% of the invoiced amount;
  - If you cancel within 14 days before the course starts, you are not entitled to a refund and remain required to pay the invoiced amount;
  - The rules specified in the first two bullets apply to all situations, including force majeure;
- 4.2. Your request to cancel must be made to us in written form. A cancellation becomes effective only after you receive our explicit and unambiguous confirmation;
- 4.3. You may ask us to reschedule your participation to a future date on which we offer the same course (publicly). We reserve the right to decline such requests, or offer alternative options, based on availability, location, pricing and attendance of the preferred future course. Rescheduling is free of charge if your request is received 30 days before the course starts. If your request is received within 30 days, additional fees apply:

- If your request to reschedule is received between 29 and 14 days before the course starts, we will charge an additional fee of 10% of the invoiced amount;
  - If your request to reschedule is received within 14 days before the course starts, we will charge an additional fee of 50% of the invoiced amount;
  - The rules specified in the first two bullets apply to all situations, including force majeure;
  - You don't have to pay additional fees when we cancel the course as described in article 5;
- 4.4. Your request to reschedule must be made to us in written form. Your participation will be rescheduled after you receive our written and unambiguous confirmation of your request;
- 4.5. If your participation is rescheduled to a course that is offered for a higher price, we will invoice you for the difference. We will not compensate you for any costs you made, either directly or indirectly resulting from your request to reschedule a course;

## **5. Cancellations or rescheduling a course**

- 5.1. We are not required to uphold any commitments that we have made to you as part of the agreement in the case of a force majeure situation;
- 5.2. We have the right to reschedule or cancel a course when at least one of the trainer is unable to provide the course through a force majeure situation or illness. This also applies to courses facilitated by multiple trainers;
- 5.3. We have the right to reschedule or cancel a course when the number of participants is too low. The decision of what is too low is entirely up to us;
- 5.4. In the case of cancellation or the rescheduling of a course to a future date (5.1, 5.2 and 5.3), we will do our very best to inform you in written form as soon as possible. We will also do our very best to reschedule the course to the earliest possible date and give you the opportunity to participate;
- 5.5. When we are required to cancel a course as per 5.1, 5.2 or 5.3, you will be refunded the full amount that you paid us for your participation, regardless of the terms defined in 4.1. We will not compensate any other costs that you have made, directly or indirectly, or that have been made for you by others, including loss of income;
- 5.6. When we are required to reschedule a course as per 5.1, 5.2 or 5.3, you have the right to cancel your participation and receive a full refund of the money you paid us for your participation, regardless of the terms defined in 4.3. We will not compensate any other costs that you have made, directly or indirectly, or that have been made for you by others, including loss of income;

## **6. Prices**

- 6.1. All prices are excluding VAT and administrative fees for the handling of registrations, unless specified otherwise;
- 6.2. All prices are including course materials, coffee and thee, unless specified otherwise. Lunch is included when specified in the course description;
- 6.3. Prices are based on the circumstances applicable at the time of the registration. If the circumstances change after your registration, we retain the right to adjust the prices accordingly;

## **7. Payment**

You are required to pay for your participation in full before the course take place. We reserve the right to decline you access to the course if you have not paid in full, in which case you remain obligated to pay for your participation in full and are not entitled to any compensation;

## **8. Liability and indemnity**

- 8.1. We are not liable, on the basis of the law or under agreement, for consequential loss which you or a third party might suffer with regard to the performance of the agreement or (the use of) the courses, also including loss of profits, environmental damage or intangible loss. In all events, our liability is limited to the invoiced amount of that part of the agreement from which the damage has arisen;
- 8.2. Unless the damage is caused by intention or gross negligence on our part, you will indemnify us from all claims of third parties, directly or indirectly related to the performance of the agreement, or as the case may be (the use of) the courses and will compensate us for all damage that we suffer as a result of such claims;
- 8.3. We are not liable for any compensation of damage if a course is interrupted, rescheduled and/or cancelled due to unforeseen circumstances as referred to in article 5.
- 8.4. We reject any liability for damages resulting from disfiguration of information, delay, lack of clarity and/or other errors in the communication between you and us as a result of the use of the Internet or any other means of communication;

- 8.5. We reject any responsibility for issues, bugs, delays or lack of clarity caused by the intermediate platforms we use for handling registrations (e.g. Meetup and EventBrite);

## **9. Intellectual property**

- 9.1. The intellectual properties of all training materials, documents, sheets, formats and facilitation techniques that are made available to you before, during or after a course remain entirely with us or with our licensors;
- 9.2. You are not allowed to disclose any of materials mentioned under 9.1, unless you have our explicit written permission;

## **10. Applicable law**

To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with Dutch law and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the competent courts in Utrecht, the Netherlands.