

## **TERMS AND CONDITIONS – Institute for Next Level Learning – 4NLL**

The Institute for Next Level Learning, short name 4NLL, is registered at the Chamber of commerce under number 32100074 located in Utrecht, Netherlands.

### **Article 1 Applicability**

2.a. These conditions apply to all activities of 4NLL concerning participation in, or the commissioning of, meetings such as online meetings, training courses, workshops and all forms of learning, development and discovery programmes, hereinafter referred to as 'meetings'.

### **Article 2 Conditions of participation**

a. In order to participate in a meeting a number of conditions must generally be met, with the exception of what is stated in paragraph b:

a.1. The participant does not use drugs, antidepressants or other substances that have a strong influence on the functioning of the psyche.

The participant is not addicted to alcohol, smoking or other drugs.

a.3. The participant has no mental or physical illness that influences psychological functioning.

a.4. The participant does not use medication that influences the functioning of the psyche. This includes the very regular use of pain killers.

b. Exceptions to the above can be made by 4NLL if there is a valid reason.

c. Participants can request an intake interview with 4NLL in which the above can be discussed.

d. Additional or different conditions may apply to specific learning pathways.

### **Article 3 Liability**

a. 4NLL makes reasonable to conduct the meeting to the best of its knowledge. If the meeting is conducted on behalf of 4NLL by a third party, 4NLL shall only be liable for the acts or omissions of that third party during the meeting, subject to the provisions of this article regarding the limitation of liability of 4NLL.

b. 4NLL shall accept no liability to the client for damages incurred as a result of a meeting.

c. 4NLL accepts no liability for damages incurred as a result of any information given at the meeting.

d. Except as provided in paragraphs b and c, any liability shall be limited to the amount owed by the client to 4NLL for participating in the meeting.

e. 4NLL shall never be liable for indirect or consequential damage such as loss of earnings.

f. 4NLL shall not be held liable if the client has the possibility to claim damages directly from its insurance company or a third party.

- g. It is the responsibility of the participant not to participate in a meeting in case of medication, physical and/or psychological complaints as mentioned in article 1.
- h. Participation in meetings is entirely at the risk of the participant. 4NLL cannot be held liable in any way for any damage or injury (physical or mental) suffered by the participant.
- j. The participant is aware that practising physical and mental activities involves risks and that he/she takes any psychological or physical consequences that arise as a result of participating in meetings at his/her own risk.
- k. If a participant is allowed to participate by making an exception to the conditions of participation, the participant is fully liable for any complications that may arise. This includes complication effects on the participant himself, the other participants, 4NLL or third parties.
- l. 4NLL is not responsible for damage and/or loss of property of the participant.

#### **Article 4 Cancellation**

- a. An agreement between 4NLL and a participant in a meeting shall come into effect at the moment of payment. An agreement between 4NLL and a Client for a meeting shall come into effect upon signature of the agreement.
- b. The participant or assignment has the right to cancel by email, stating reasons, from the date the participant has submitted the participation form or the client has signed the agreement.
- c. In the event of cancellation by the participant more than 2 (two) months before the start of the 'meeting', the participant or client is obliged to pay 50% (fifty percent) of the total agreed amount. In the case of participation in a learning programme, the agreed amount is the amount stated on the registration form.
- d. In the event of cancellation by the participant or client less than 2 (two) months before the start of the 'meeting', the participant is obliged to pay 100% (one hundred percent) of the total agreed amount.
- e. In the event that the participant or client prematurely terminates the agreement after the start of the 'meeting' or otherwise does not participate in the 'meeting', the participant is not entitled to any reimbursement.
- f. 4NLL has the right to cancel or refuse participation in the 'meeting' without giving any reason. In such cases, the participant or client shall have the right to a full or proportional refund of all monies paid to 4NLL.

#### **Article 5 Copyright**

- a. The ownership and copyright of all material developed by 4NLL remains with 4NLL.

#### **Article 6 Confidentiality**

- a. Unless agreed otherwise, the parties shall be mutually obliged to keep all information they receive confidential.
- b. All personal or business information shared by participants or teachers in meetings is confidential and should be treated as such.

c. 4NLL will handle participants' personal data with care as described in 4NLL's privacy statement.

### **Article 7 Payment**

a. If the client or participant pays by invoice, payment must be made within two weeks of the invoice date.

b. Payment shall be made as indicated by 4NLL, without discount or set-off, unless expressly agreed otherwise (in writing).

c. In the event of non-payment or late payment, the client shall owe statutory interest on the outstanding amount including VAT from 14 (fourteen) days of the invoice date and may be charged additional costs.

d. In the event of liquidation, bankruptcy or suspension of payment of the customer or participant, the obligations are immediately due and payable.

### **Article 8 Personal data**

9.a. 4NLL processes personal data in accordance with the privacy statement of 4NLL.

### **Article 9 Force Majeure**

a. Force majeure includes circumstances that prevent or hinder performance of the agreement and cannot be attributed to 4NLL. These circumstances include strikes in companies other than 4NLL, unforeseen delays at suppliers or third parties that 4NLL depends on and general transport problems.

b. During force majeure, 4NLL's obligations shall be suspended. If this lasts longer than two (2) months, the parties shall be entitled to end the agreement without any obligation to pay compensation.

### **Article 10 Applicable law**

10.a. Application of these conditions is governed by Dutch law. Disputes arising related to these terms and conditions will be settled by the competent court in Utrecht (the Netherlands) in Dutch. The Dutch version of these terms and conditions is leading.

### **Article 11 Amendment of conditions**

11.a. 4NLL is authorized to make changes to these terms and conditions. For participants, the conditions apply as they are at the time of filling in the registration form, using the tool or in other cases at the time of entering into a contract.