

GENERAL TERMS TOOLKIT COMPANY TRAINING COURSES AND ASSESSMENTS¹

DEFINITIONS

“**Contractor**”: Toolkit Company, referred to as “**TC**”.

“**Participant**”: any natural person that follows a Training Course and/or does an Assessment.

“**Client**”: any organization that sends a Participant or Participants to a Training and/or Assessment.

“**Training**”: any training, course, workshop, webinar, e-learning or educational program that TC offers, for which the Participant registered.

“**Trainer(s)**”: the person or persons acting on behalf of TC who are responsible for carrying out and delivering a Training.

“**Assessment**”: any oral, written or performance based assessment or examination of knowledge and/or skills that TC offers, for which the Participant registered either as part of a Training or separately.

“**Assessor(s)**”: the person or persons acting on behalf of TC who are responsible for carrying out an Assessment.

Article 1: Registration.

A participant can register for a Training in writing by letter, through the website or e-mail (info@toolkitcompany.com).

Article 2: Confirmation.

TC confirms the registration by email and sends the Participant or Client an invoice. After payment of the registration fee, the registration is final.

Article 3: Payment and price changes.

3.1: The Participant or Client can pay by bank transfer - or another means of payment approved by TC in advance - based on the invoice that TC sends.

3.2: The TC prices quoted are per Participant, except for in-house trainings where the prices quoted are per Training. Prices can be modified at any time for future trainings by TC. A Participant or Client cannot refer to or make an appeal for prices published in the past.

3.3: Payment by the Client or Participant of all amounts due must be completed within thirty (30) days after the invoice date or such earlier date as is necessary for the timely payment before the first Training day.

3.4: If payment is not received in full within thirty (30) days from the invoice date, an additional charge of two percent (2%) interest per month shall be added to the amount due, as well as compensation for any collection costs incurred, which shall be at least fifteen percent (15%) of the invoice amount or a minimum of One Hundred and Seventy-Five Euros (€ 175), for each Participant for whom payment is due.

3.5: The full amount due for each Participant attending a Training must be received by TC before the start of the first day of that Training. Any Participant for whom payment in full has not been received may be denied access to a Training by TC at any time.

3.6: Any Participant who is allowed to remain in a Training or use the digital learning platform without prior payment (which shall be at the Contractor's sole discretion) will be personally liable for the fulfillment or completion of any payment due as well as any late payment charges and collection costs incurred, as provided for in Article 3.4 above. The fact that the billing address or name on the invoice for that Participant may be different from the name and address of that Participant shall not prevent the Participant from being personally liable for payment in full of that Invoice.

¹ Version February 2020

Article 4: Cancellation by a Participant or Client.

4.1: A notice of cancellation for a Participant to participate in a training can only be done in writing e.g., by e-mail or a letter, and must be sent to Toolkit Company, Houtlaan 20D, 3016 DA, The Netherlands or info@toolkitcompany.com.

4.2: If the notice is received by the Contractor no less than 6 (six) weeks before the start of the first day of the Training concerned, (timely cancellation), the Participant or Client shall be entitled to receive a refund of the Training fee minus one hundred twenty-five Euros (€ 125), - for administration and handling costs per participant. Contractor may send the Client or Participant a separate invoice for these administration costs if the registration has not been paid by that date.

4.3: From six to four weeks before the start of the first day of a Training, the Participant will owe to TC 25% of the Training fee and from four to two weeks 50%. For late cancellations (within 2 (two) weeks of the start of the first day of the Training), the full fee shall remain due and no refund will be available. Replacement by another Participant is possible, provided they meet the admission requirements for this TC Training.

Article 5: Absence of a Participant due to Force Majeure.

In case of absence of a Participant due to Force Majeure - which shall be determined solely by TC - for any part of an ongoing Training; TC shall, at the request of the Participant, try to offer the Participant with an opportunity to make up for his/her absence. Whether this is actually possible will depend on the possibilities TC has, and will be at TC's sole discretion, which TC agrees not to use unreasonably.

Article 6: Cancellation by TC.

TC reserves the right, up to five (5) business days before the first day of any Training, to cancel a Training because of e.g. insufficient participation or other conditions that inhibit TC severely to offer a Training under the given conditions, which shall be decided solely by TC at its sole discretion. All Participants will be promptly notified of any cancellation. TC will as soon as possible communicate alternative Training dates or alternative possibilities where applicable. In case it is not possible for TC to offer alternatives, the Participant or Client shall be entitled to receive a full refund of the Training fee.

Article 7: Liability.

TC is not responsible or liable for any damage caused by or related to any Participant's participation in any Training, Assessment, use of the digital learning platform, or for any cancellation or other acts relating to a Training or other activity organized by TC, its employees and / or other persons engaged on behalf of TC and/ or whose services TC used.

Article 8: Substitution of Trainers or change of location.

TC reserves at all times the right to replace the trainers or assessors by other trainers or assessors. TC reserves at all times the right to change the training location or venue.

Article 9: Copyright/Authors Rights/Limited License.

All Training materials provided are solely intended for the personal learning use of the Participant receiving that material. Participants shall have a limited license to use all training materials received for the sole purposes of their Training and for their personal reference. All copyrights or authors' rights in all Training materials, including moral rights, are expressly reserved, and a Participant shall not have the right to copy, market, publish, disseminate or use any of the materials received for any reason other than for the Training and their own private reference purposes. All intellectual property rights of the training materials belong to TC, a Dutch entity, whose prior written permission shall be required if a Participant wishes to make any other use of the training materials. Without the express prior written permission of TC, Participants shall not copy, reproduce and/or publish any data and / or parts and / or extracts of any Training materials in any way whatsoever. The rights provided to a Participant pursuant to this Article 9 are personal and cannot be transferred or assigned to a third party.

Article 10: Use of digital learning platform

By logging in to TC's digital learning platform, the Participant accepts and confirms that all Training and other material provided, shared or published in the digital learning platform is the sole property of TC with all rights reserved and can solely be used as provided for in article 9 for personal learning purposes of the Participant who was granted the right to access and use the digital learning platform by TC, The Participant personally guarantees that the log in details will be kept confidential and strictly used in person and will not be shared with others, disseminated or otherwise made available.

Article 11: Assessments and Accreditations

Participants to TC assessments and accreditation or certification procedures accept the following rules by participating in any TC and/or ACB assessment procedure, certification or accreditation:

11.1: Participants accept the pass or fail decision of the TC assessor(s). The assessor(s) will to the best of his/her/their knowledge assess a Participant in line with their professional integrity, according to the applicable ACB and/or TC standards and requirements for professional assessments and on an equal base (independent of personal preferences, education, negotiation or mediation style or approach, professional affiliation, region, gender, race, sexual orientation, religion, age or other personal characterizations or affiliations). Assessor(s) also ascertain confidentiality of and privacy for the documents, information gathered as part of an assessment as well as video materials if applicable.

11.2: Participants who fail the assessment can retake the assessment at a later date for a maximum of 3 (three) times within 3 (three) years following completion of a mediation training. TC will try to have the re-assessment done by (a) different assessor(s) than the earlier assessment(s), whether this is possible is at TC's sole discretion. The costs of a reassessment are the same as the costs of a first assessment. TC will inform a participant in advance of the costs of a reassessment.

11.3: Participants who pass the assessment can only redo the assessment to improve their results if they accept that the result of the new assessment replaces the result of any earlier assessment(s), which means that if they would fail the new assessment their accreditation will be revoked.

11.4: Accreditations by TC can be revoked at the sole discretion of TC if the Participant is acting in a way that can be considered as harmful to the image of TC, or people employed or engaged by TC like the assessors or trainers; or if a Participant acts in a way that can not be considered as consistent with the conduct of a professional and ethical trainer or mediator or negotiator.

Article 12: Applicable Law and Dispute Resolution

These General Terms are to be interpreted and applied in accordance with Dutch law. Any dispute arising under, out of or relating to these General Terms and any subsequent amendments to this document, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation or (if mediation is unsuccessful within sixty (60) days from the date of the proposal to mediate) by expedited arbitration in accordance with the World Intellectual Property (WIPO)'s Rules for mediation and expedited arbitration in effect at the date of such dispute. The language to be used in all proceedings shall be English, unless the Participant or Client representative is Dutch and than the Dutch language shall be used. The place of any mediation or expedited arbitration shall be Rotterdam, The Netherlands, and the Client and the Participant accept the personal jurisdiction of any arbitral tribunal appointed by WIPO pursuant to this provision. This mediation clause does not prevent TC from initiating a debt collection procedure for unpaid training invoices, including initiating legal actions in the competent court to collect these debts.