

General Course Conditions Stichting Deltares

1. General

- 1.1 These General Course Conditions (hereinafter: "the Conditions") apply to all agreements with Stichting Deltares (hereinafter: "Deltares") and Deltares Academy, as a part of Deltares, with respect to participation in or assignment to conduct courses, training and other forms of education (hereinafter: "the course").
- 1.2 Derogations from the Conditions shall be binding only if and in so far as they have been confirmed in writing by Deltares.
- 1.3 Client: the natural person or legal entity who has entered into an agreement with Deltares or who wishes to do so.
- 1.4 Participant: the natural person who actually participates in the course on behalf of the client.
- 1.5 Open course: course with participants acting as private persons and/or participants from various companies and/or organisations.
- 1.6 'In-company' course: course with participants from the same company and/or organisation.

2. Agreement and enrolment

- 2.1 The agreement relating to 'in-company' courses shall be established by the acceptance and written confirmation of the proposal.
- 2.2 Enrolment for an open course shall take place by completing and sending the enrolment form on the Deltares Academy website. The enrolment shall go into effect when confirmation has been sent on behalf of Deltares. Enrolment shall proceed in accordance with the order of arrival of enrolment forms until the maximum number of participants has been reached for that course. Deltares may refuse to enrol participants if the number of participants wishing to enrol exceeds the number that can participate in the course.
- 2.3 The agreement relating to open courses shall be established by the written confirmation of the enrolment by Deltares.

3. Location, prices and payment

- 3.1 An 'in-company' course shall be conducted at the location stated in the proposal. An open course shall be conducted at the location stated by Deltares at the time of enrolment.
- 3.2 If the course is conducted at one of the Deltares locations, the fee for the course (where applicable) shall include the cost of coffee, tea, lunches and course material, and any certificates. In all other cases, only the course material and any certificates shall be included. Coffee, tea and lunches shall be supplied by the client itself.
- 3.3 Unless stated otherwise, all prices are in euros. Deltares shall charge VAT on the prices.
- 3.4 Before the course starts, the agreed fee shall have been received by Deltares within the term of payment stated on the invoice. If the term of payment stated on the invoice results in a payment date that is after the date upon which the course starts, the fee shall have been received by Deltares before the date on which the course starts.
- 3.5 Deltares retains the right to amend the course fees listed in general announcements and on its websites at all times without notice. Fees stated in the proposal shall continue to apply for the period of validity stated in that proposal.
- 3.6 Deltares has the right to refuse participation by the client or by participants designated by the client if the payment obligation has not been met in time.

4. Cancellation

- 4.1 The cancellation of participation or an assignment must be made in writing.
- 4.2 No charge shall be made for cancellations up to six weeks before the starting date. If the cancellation is made between six and three weeks before the start of the course, 50% of the course fee shall be charged. Thereafter, the full course fee shall be charged.
- 4.4 In the case of an open course, a participant who is unable to attend may be replaced by another person free of charge.
- 4.5 Deltares retains the right to cancel courses. Should it do so, fees shall be reimbursed.

5. Written material and oral instructions

- 5.1 If Deltares provides participants with course material, the participant shall have a right to use that material for his or her own purposes, with the said rights being non-exclusive and non-transferable. The participant shall not be entitled to copy or alter course material.
- 5.2 Deltares accepts no liability whatsoever for the implementation and/or interpretation by participants of the recommendations in the written material and/or of oral instructions given during a course.

6. Force majeure and liability

- 6.1 Deltares shall perform the assignment to the best of its knowledge and ability.
- 6.2 Deltares retains the right to replace the course management and instructors listed in the proposal. If it does so, this shall not entitle the client to withdraw from the course.
- 6.3 Deltares is not liable for damage that participants or clients may suffer (i) as the result of a course not taking place or (ii) which arises as a result of or during a course.

7. Disputes

- 7.1 Dutch law shall apply to all proposals and agreements to which these Conditions apply.
- 7.2 All disputes arising pursuant to the proposal, agreements or derived agreements shall be submitted in the first instance to the competent court in The Hague.

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