



General terms and conditions of Hertz, training for scientists

Article 1 Applicability

1. These terms and conditions apply to all agreements with Hertz, training for scientists on training, consultancy, courses, workshops or other services provided.
2. Deviations from these conditions shall only be binding if and in so far as they have been confirmed in writing by Hertz, training for scientists.

Article 2 Conclusion of the agreement

An agreement between Hertz, training for scientists and the customer is concluded at the moment that an offer or order confirmation made by Hertz, training for scientists is accepted in writing by the customer.

Hertz, training for scientists is entitled to change the prices in response to market developments, a situation of force majeure or unforeseen circumstances, including pay rises and increased social insurance and government charges, even if the prices have been confirmed in writing, provided that more than 3 months have elapsed between the formation of the agreement and the commencement date of the agreement.

Article 3 Obligations

Under the agreement a commitment to the agreement rests on Hertz, training for scientists to perform to the best of her ability. When the posted trainer/consultant is not able to accomplish the training due to illness or other unforeseen circumstances, Hertz, training for scientists will, if possible, provide a suitable replacement of the trainer/consultant.

In the event of force majeure, both parties reserve the right to cancel or alter assignments, to move assignments to another time or location, or to postpone assignments until the circumstances of force majeure have ceased. In the event of force majeure, the customer will not be entitled to any compensation, not even if Hertz, training for scientists may in any way benefit from the circumstances of force majeure.

Article 4 Confidentiality

All that is discussed with participants in the setting of the training is confidential. Neither the trainer/consultant nor Hertz, training for scientists will make confidential information available to any third party or use the confidential information for any purpose other than the training/course. The evaluation forms of the trainings are anonymous.

Article 5 Payment

1. The invoice for the costs of the training will be sent after the last training day of the agreement, unless otherwise agreed with the customer.
2. Payment must be made within 14 days after the date of the invoice, in the manner indicated by Hertz, training for scientists, without discount or compensation, unless otherwise explicitly agreed.
3. Hertz, training for scientists is not liable for VAT and therefore uses 0% VAT.
4. In case of non-payment within the term referred to in paragraph 2, the customer will, without a notice of default being required, be in default and the customer will owe an interest payment on the outstanding amount which is equal to the statutory interest applicable in the Netherlands at that time, plus a 3% surcharge.
5. Hertz, training for scientists reserves the right to charge reminder-and administration costs in case of non- or late payment.



6. In the case of lack of timely payment by the customer, the customer shall also be obliged to pay all (extra-)judicial costs in connection with the collection.

This includes the cost of collection agencies, as well as the costs and the wages of bailiffs and lawyers, even if they exceed the legal to assign costs.

Article 6 liability

1. Hertz, training for scientists accepts no liability to the customer for any other damage than is covered by the liability insurance and to the extent that the insurer pays in applicable cases.

2. Hertz, training for scientists is not liable for any direct and/or indirect damage, including consequential damage or loss, including lost profits and loss due to business interruption.

3. Hertz, training for scientists will not be held liable if the customer can in respect of the occurring damage directly appeal to his own insurance company or the insurance of a third party.

4. If the customer and/or guests and/or their baggage causes damage to Hertz, training for scientists, the customer and guests are jointly and severally liable to compensate this damage to Hertz, training for scientists. This applies to both damage to the site, as to damage to the goods on the location and/or individuals, as far as Hertz, training for scientists is held liable for the aforementioned damage.

Article 7 Intellectual property

1. All intellectual property rights, including copyrights, with respect to workshops, courses and training carried out by Hertz, training for scientists and all intellectual property rights of training material or created as a result of the provision of services, are and will remain vested exclusively in Hertz, training for scientists, unless otherwise indicated.

2. Capturing on photo, video, other picture or sound carriers of training, courses, workshops or otherwise provided services that is performed by Hertz, training for scientists, is allowed only if agreed in advance.

Article 8 cancellation

1. The customer has the right to cancel an agreement only by sending a registered letter.

2. In case of a cancellation, all preparation costs that are already made for the benefit of the agreement and any costs owed by Hertz, training for scientists to third parties in connection with the agreement will be charged to the customer in full, according to a specification drawn by Hertz, training for scientists.

3. In case of cancellation within three weeks before the execution date, Hertz, training for scientists reserves the right to charge the customer for 50% of the agreed price.

4. In case of cancellation within one week before the execution date, Hertz, training for scientists reserves the right to charge 100% of the agreed price.

Article 9 applicable law and competent court

All agreements between Hertz, training for scientists and the customer are governed by and subject to Dutch law. Any disputes arising from the agreements concluded between Hertz, training for scientists and the customer to which these conditions apply and that do not belong to the competence of the Court of first instance, will be subject to the competent court in Amsterdam.



Additional provisions regarding training/workshops with open registration

Article 10 Registration, payment and cancellation at open-registration

1. Registration and cancellation
If you register for a training or workshop, the payment of the amount due is considered to be a confirmation of the registration on your behalf.
2. Participants will be registered in order of reception of the payment.
3. Directly after registration and payment you will receive an invoice.
4. Should you be unable to attend the training/workshop, it is possible to let someone else take your place.
5. If you cancel the training/workshop 1 to 2 weeks before the training/workshop takes place, 50% of the total cost will be charged. When you cancel your participation within 1 week before the start of the training/workshop, 100% of the total cost will be charged.
6. Hertz, training for scientists reserves the right to cancel the training, for example in case of an insufficient number of participants; in that case the amount paid will be returned within 2 weeks. In case of cancellation of a training/workshop by Hertz, the participant will be informed in time.
7. The copyright and ownership of the training materials provided rests with Hertz, training for scientists.
8. To every training/workshop the general terms and conditions of Hertz, training for scientists apply.