

# **BA Coach Terms and Conditions**

## **Article 1 Definitions**

The following definitions apply:

- a. Terms and Conditions of BA Coach: The Terms and Conditions described down in the following articles apply to the courses with open enrolment provided by BA Coach.
- b. Participant: an employee of the Client who signs up for a training.
- c. Client: the organization on whose behalf BA Coach provides a training.
- d. Training: Training in a course chosen from the range of courses with open enrolment for which a Participant can sign up, provided by BA Coach.

## **Article 2 Application and confirmation**

**2.1** Registration for a training is submitted in writing, electronically or by telephone.

**2.2** After receiving a notification of enrolment, BA Coach will send a confirmation, in writing or electronically. In the event of the course desired being fully booked, this will be communicated and an alternative will be offered. The Participant will receive an invitation containing further details regarding the location ten (10) days prior to commencement of the training.

## **Article 3 Prices**

**3.1** Prices are exclusive of VAT. For clients who perform non-VAT activities, prices are exempt from VAT. For other customers, the price including VAT will be charged. All prices are exclusive of other government levies, unless otherwise stated.

**3.2** The price includes the cost of training materials, the use of any hardware and/or software required for the course, as well as lunch, coffee and tea and accommodation. The price excludes the cost of possible overnight stay.

## **Article 4 Cancellation by Client**

**4.1** The Client is entitled to cancel the training. Cancellation must be submitted in writing or electronically, whereby the cancellation date will be considered the date of receipt of cancellation by BA Coach. In this context, a postponement of the course is considered a cancellation which will be followed by a new subscription, whereby this Article applies in full.

**4.2** The cancellation cost (in % of the price agreed upon):

- over 20 working days before commencement of course: 0 %
- 20 to 10 working days before commencement of course: 50 %
- less than 10 working days before commencement of course: 100 %

**4.3** The Client is entitled to replace a participant already enrolled by a different person, if this has been reported to BA Coach prior to the starting date of the course. Such a replacement is free of charge.

#### **Article 5 Alteration or cancellation by BA Coach**

BA Coach reserves the right to alter the course schedule and/or course times, without any obligation to state its reasons for doing so. BA Coach will make every reasonable effort to ensure that the training will take place according to the published schedule or arrangements, but will accept no liability if a course cannot proceed, or must be interrupted due to circumstances. In such a case, BA Coach will make every reasonable effort to complete the training or move it forward to a later date. If the latter proves impossible, training fees already paid will be refunded. Furthermore, BA Coach reserves the right to cancel a training due to its not meeting the minimum number of participants enrolled. The participants will receive such a notification of cancellation no later than ten (10) working days prior to the commencement of the training.

#### **Article 6 Intellectual (property) rights**

**6.1** In violation of the intellectual (property) rights of BA Coach, the Client is not permitted, in any form, in whole or in part, to reproduce, distribute, modify, and otherwise use training materials, software or other (additional) documentation provided by BA Coach.

**6.2** Notwithstanding the preceding paragraph, the client is permitted to allow materials and documents provided to be used exclusively by participants of a course in the performance of their duties, provided that such a use is consistent with the purpose of the training.

#### **Article 7 Liability**

The liability of BA Coach is limited to compensatory damages, that is, compensation for the value of (part of) the performance not provided. Any other liability is excluded, including liability due to any errors in printing and typesetting. BA Coach will never be under any obligation to pay damages exceeding the total amount that has already been invoiced and paid according to the terms of the agreement.