

General Terms and Conditions of Delivery Novius Academy

1. General

- The training agreement is with HaskoningDHV Nederland BV, but the training is provided by "Novius Adviesgroep voor Informatie & Organisatie BV"
- In these General Terms and Conditions of delivery Novius Academy, training means: all courses, (in-company) trainings, workshops and the like, organized by Novius Advisory Group;
- Novius Advisory Group means: Novius, Adviesgroep voor Informatie & Organisatie BV
- If different conditions apply to a course, they will be stated in the description/quotation of the relevant course and recorded at the time of registration;
- By registering for a course, the registering participant indicates that he or she is aware of, accepts and acts in accordance with these Novius Academy General Terms and conditions of Delivery.

2. Applicability

These General Delivery Terms and Conditions Novius Academy apply to (registrations for) participation in all trainings organized by Novius Advisory Group. Terms of delivery other than these are not applicable and are expressly rejected.

3. Registration

Registration for open courses is only possible by completing the (online) registration form, after which the participant receives a certificate of registration. Canceling a training can only be done by sending an e-mail to novius.academy@rhdhv.com and is subject to the cancellation conditions in article 6. Well before the start of the training the participant will receive a written confirmation with dates, location and times.

4. Payment terms

Amounts listed for all trainings are exclusive of VAT. After the date of final registration, in case of changes in the VAT for training established by or under law, Advisory Group Novius is entitled to adjust its amounts payable for training accordingly.

By enrolling, the participant undertakes to pay the amount due for the entire course. This obligation always applies, regardless of whether the training for which is registered is followed in full or only in part. Restitution of the amount paid for the training is only possible in accordance with the provisions of Articles 5 and 6.

For payment of the amount due, the participant will receive an invoice, which will be sent after confirmation of registration. This invoice must be paid within 14 days of receipt. The invoiced amount includes the cost of the training including any required work materials and including lunch at the training location. Unless expressly stated otherwise on the registration confirmation, other arrangement costs, such as dinner and overnight stays, are not included. No refunds will be made for missed training days unless Article 5 or Article 6 applies.

If the participant does not pay the invoice sent by Adviesgroep Novius in full within the stipulated period of 14 days, without any notice of default, the participant will be in default. As of the due date, Novius Advisory Group is entitled to charge the statutory interest and any actual collection costs incurred. In such cases Novius is also entitled to refuse the participant access to the training.

5. Replacement

In case of impediment for the entire training, it is allowed to have a suitable substitute participate, provided that this substitution is reported to the secretariat of Novius Advisory Group at the latest one day before the first training day. Replacement during a training course that has already started is not possible and the training fee will remain due in full in that case.

If a registered participant is unable to attend the training, this must be notified by e-mail at novius.academy@rhdhv.com. The date of receipt of said letter will serve as the date for assessment of the applicability of the cancellation regulation formulated in article 6.

6. Cancellation and modification

- No fee will be charged for cancellations up to 6 weeks prior to the start of training.
- Cancellations up to 4 weeks before the start of the training will be charged 50% of the training fee due.
- In case of cancellation within 4 weeks before the start of the training, the entire fee (100%) for participation in the training is due.

In case of insufficient participation, Adviesgroep Novius can decide to cancel the training in its entirety or, in consultation with the participants, to change the training dates until no later than two weeks before the start of the first training day. In case of cancellation, the participant can choose for a refund of the paid training fee or, if possible and desired, transfer to another training date.

If the number of participants is low, Novius reserves the right to make changes in the supervision of the training.

7. Force majeure

If, due to force majeure, Novius Advisory Group must deviate from agreed training date, -location and/or time, Novius Advisory Group cannot be held liable for any damages whatsoever. Force majeure means: any shortcoming in the execution of the agreement which cannot be attributed to Novius Advisory Group, because it is not due to Novius' fault, nor under the law, legal act or generally accepted practice is for the account of Novius, as a result of which Novius Advisory Group feels compelled to deviate from the date, location or time, such as - but not limited to - prevention of teachers, speakers or presenters due to illness.

In case of change of dates and times (in case of force majeure) before the start of and during already started trainings, new dates and times will be fixed in agreement with the participants.

8. Copyright and ownership of training materials

The copyright on the used and made available training material is owned by Novius Advisory Group, unless another copyright holder is mentioned on the mentioned material. Without explicit written permission of Novius Advisory Group it is not allowed to publish (or have published) or reproduce (or have reproduced) in any way information from parts and/or excerpts or any training material.

9. Implementation of training and liability

Novius Advisory Group makes every effort to carry out the trainings to the best of its knowledge and ability and is only liable for shortcomings in its provision, to the extent that these are the result of a failure to observe the care, expertise and craftsmanship that may be relied upon in the context of providing the training. Liability shall be limited to the invoice amount charged in connection with the training.

Unless otherwise agreed in writing, taking an examination or test is not part of the agreement.

10. Personal registration

All personal data obtained under the agreement with participant will be treated by Novius Advisory Group in strict confidence and in accordance with applicable privacy laws and regulations.

Name and address data of participants will be included in the relation file of Novius Advisory Group and will be used to keep the person concerned informed about trainings. If participant indicates not to appreciate sending information other than for their own training, this will be respected immediately.

11. Applicable law and competent court

All agreements between Novius and participants are governed by Dutch law. Disputes arising from agreements to participate in trainings, to which these terms and conditions apply, will be settled by the competent court in the district in which Novius Advisory Group is located.