

# GENERAL TRAINING TERMS AND CONDITIONS 2015 - THE APP ACADEMY

## Article 1. Definitions

1. The App Academy, having its registered office at Kattenburgerstraat 5 in (1018JA) Amsterdam, the Netherlands, registered with the Chamber of Commerce under number 61584940.  
Visiting address: Kattenburgerstraat 5, 1018JA Amsterdam, the Netherlands  
Email address: hello@theappacademy.nl  
VAT identification number: NL854402482B01  
The App Academy provides courses and training (open enrolment and in company) during which Participants are taught theoretical knowledge and/or practical skills in the area of mobile / web technology.
2. Training: each and every education, training or course of one or more sessions provided or organised by or on behalf of The App Academy.
3. Participant: the natural person who participates in a Training of The App Academy.
4. Client: a legal person or organisation that contracts The App Academy for the development and/or the provision of a Training;
5. Training 'On Open Enrolment': a Training from the training programme of The App Academy for which the Participant can enrol individually and directly via The App Academy.
6. 'In Company' Training: a Training from the training programme of The App Academy or a customised Training that takes place under the authority of a Client for the benefit of its organisation or its business relations.
7. Distance Agreement: the agreement that is concluded between The App Academy and the Participant (as intended in article 6 paragraph 1) within the framework of a system for remote sales or services organised by The App Academy without simultaneous personal presence of The App Academy and the Participant (as intended in article 6 paragraph 1) and in the course of which, up to the moment of the conclusion of the agreement, exclusively one of more techniques for remote communication are used. A technique for remote communication is understood as a means that can be used for the conclusion of a distance agreement without the need for the Participant and The App Academy to simultaneously personally be present (in the same area).

## Article 2. Applicability and change

1. These General Training Terms and Conditions are applicable to each and every proposal, offer, and agreement between The App Academy and the Participant / Client that is related to a Training of The App Academy. Supplementary arrangements that may have been agreed on later or arrangements that differ from these General Training Terms and Conditions are only valid if there were stipulated by The App Academy with the Participant / Client in writing (also including by email).
2. If the Client provides for the enrolment of a Participant, e.g. the enrolment of an employee, then the Client commits to communicate these General Training Terms and Conditions and the applicability thereof to the said Participant and to agree on the same with him / her.
3. The App Academy does at all times reserve the right to make changes in these General Training Terms and Conditions. The version of the General Training Terms and Conditions as applicable at the time of conclusion of the agreement is always applicable, unless the Participant / Client accepted the new / changed version of the General Training Terms and Conditions after the conclusion of the agreement.
4. The App Academy is entitled to rely on third parties for the implementation of its Training. These terms and conditions are also applicable to proposals, offers or agreements with The App Academy in the course of which The App Academy relies on third parties for the implementation thereof.
5. The applicability of potential general, purchasing or other terms and conditions of the Participant or Client is expressly rejected.

### *Training 'On Open Enrolment'*

## Article 3. Registration and enrolment

1. Registration for a Training 'On Open Enrolment' takes place by returning a fully completed and signed enrolment form (which can, inter alia, be downloaded via the website [www.theappacademy.nl](http://www.theappacademy.nl)) to The App Academy by post, facsimile or email. The App Academy may impose supplementary terms and conditions on the admission to a Training, including an admission interview and an admission test.
2. The enrolment becomes definitive when The App Academy confirmed the enrolment in writing (as a result of which the agreement is concluded). This confirmation also forms the evidence of enrolment.
3. The App Academy reserves the right to reject the enrolment of the Participant without stating a reason (reasons). In case of rejection training fees that may already have been paid are repaid.

## Article 4. Payment / Invoicing

Unless expressly stipulated otherwise, the prices and rates for a Training 'On Open Enrolment' used by The App Academy are inclusive of VAT and administration costs. The costs payable to The App Academy by the Participant must have been paid to The App Academy at the latest 2 weeks before the start of the Training. In case of late payment The App Academy reserves the right to deny the Participant access to the Training.

## Article 5. Cancellation of the enrolment or change of the enrolment in case of sickness

1. Cancellation of the enrolment for a Training 'On Open Enrolment' by the Participant must take place in writing and is possible on the basis of the following terms and conditions:
  - in case of cancellation at least four weeks to two weeks before the start of the first training day 25% of the training fees are charged;
  - in case of cancellation two weeks to one week before the start of the first training day 50% of the training fees are charged;
  - in case of cancellation one week or shorter before the start of the first training day the Participant is liable to pay the full training fees.

2. After the start of the first training day cancellation is no longer possible. Should the Participant not be able to participate in the Training due to sickness or an urgent reason then he or she must forthwith report this to The App Academy. The App Academy shall in that case try to place the Participant, where possible, in a Training with a later start date, however it is not held to do so.
3. If there are, at the discretion of The App Academy, too little registrations for a certain Training then The App Academy is authorised to cancel the Training. The App Academy shall timely inform the Participant accordingly. As the occasion arises The App Academy shall then repay the costs already paid for the Training to the Participant. In this kind of instance The App Academy shall not be liable to pay compensation.

**Article 6. Distance sale**

1. If the Participant is a private individual who does not act for purposes that are related to his / her commercial, business, trade or professional activity then the Participant is entitled to dissolve / withdraw the Distance Agreement during a period of 14 calendar days after the conclusion of a Distance Agreement, all in consideration of the relevant statutory provisions and to the extent that they are applicable. The reflection period of 14 days takes effect on the day that the Distance Agreement is concluded. A reflection period in accordance with this article does not apply if the Training has already started before the period of 14 calendar days has expired.
2. In order to rely on the right of reflection the Participant must inform The App Academy of his / her decision to withdraw the agreement via an unambiguous declaration (e.g. in writing by post, facsimile or email) within the reflection period. To this end the model form for withdrawal can be downloaded via the website [www.theappacademy.nl](http://www.theappacademy.nl), however the Participant is not held to do so. If the Participant relies on this option then The App Academy shall forthwith send confirmation of receipt of the withdrawal to the Participant on a durable data carrier (e.g. by email). To comply with the reflection period it suffices to send a communication regarding the exercise of the right of reflection to The App Academy before the reflection period has expired. The risk and the onus of proof regarding the correct and timely exercise of the right of reflection are vested in the Participant.

**Article 7. Complaints**

In case of a complaint about a Training 'On Open Enrolment' organised by The App Academy the Participant can address the board of directors of The App Academy. This is possible by post, email or telephone. Within 1 week The App Academy confirms the submitted complaint by means of a confirmation of receipt. Complaints are always handled confidentially. The App Academy shall retain the complaints and the thereto pertaining documents for a period of 1 year. Complaints are handled as soon as possible, however at the latest within 4 weeks. Complaints that request a handling time longer than 4 weeks are answered within 4 weeks with a notification of receipt and an indication when the complainant may expect an extensive answer. If The App Academy can unexpectedly not solve the complaint then an independent third party may be relied on.

*'In Company' Training*

**Article 8. Offer**

An agreement for the provision of an 'In Company' Training is concluded when The App Academy receives an order confirmation of The App Academy signed by the Client for the relevant training. This order confirmation must have been received by The App Academy at the latest 4 weeks before the start of the 'In Company' Training, unless the order confirmation expressly indicates otherwise.

**Article 9. Invoicing**

1. Unless expressly stipulated otherwise in writing, the prices and rates for an 'In Company' Training used by The App Academy are exclusive of VAT and inclusive of administration costs. The training fees payable to The App Academy by the Client are payable in advance and must have been credited to the bank account of The App Academy specified on the invoice before the start of the Training.
2. The Client must forthwith, however at the latest 14 days before the start of the 'In Company' Training, communicate the invoicing address and the number of Participants to the App Academy. If the number of Participants actually appears to be higher than the previously communicated number then The App Academy shall send an invoice after the conclusion of the Training for the additional Participants.
3. If the Client fails to pay an invoice in a timely fashion then the Client is in default by operation of law. As the occasion arises the Client shall be liable to pay the statutory interest, which shall be calculated on the due and payable amount as from the moment that the Client is in default up to the moment of payment in full of the due and payable amount.
4. Objections to the level of an invoice do not suspend the payment obligation. The Client who cannot rely on Title 6.5.3 (sections 231 up to and including 247 of Book 6 of the Dutch Civil Code) is neither entitled to suspend the payment of an invoice on any other ground.
5. If the Client fails to comply with or defaults on its obligations (in a timely fashion) then any and all reasonable costs in order to obtain satisfaction out of court shall be at the expense of the Client. The compensation for incurred judicial and extrajudicial costs amounts to at least 15% of the payable principal sum. The potentially incurred judicial and enforcement costs shall also be recovered from the Client. The Client is also liable to pay interest on the payable collection costs.

**Article 10. Cancellation**

Cancellation of an 'In Company' Training by the Client must take place in writing and is possible on the basis of the following terms and conditions:

- in case of cancellation at least six weeks to four weeks before the start of the first training day 25% of the stipulated training fees are charged;
- in case of cancellation four weeks up to two weeks before the start of the first training day 50% of the training fees are charged;
- in case of cancellation two weeks or less before the start of the first training day the Client is liable to pay the full training fees.

*Other general provisions*

**Article 11. Content and implementation of Training**

1. The App Academy shall make every effort to implement the Training to the best of its ability and insight, in accordance with high standards. This obligation has the nature of a best efforts obligations. The App Academy does not enter into a result obligation, unless expressly stipulated otherwise in writing.
2. The App Academy reserves the right to change the training dates, training periods or the location and/or to replace the teacher(s). Where possible changes shall be communicated to the Participant / Client by The App Academy within a reasonable period before the Training.
3. The Participant shall attend the training days at the stipulated time and place and comply with potential arrangements that are agreed on during the Training. The Participant in a Training 'On Open Enrolment' must in case of sickness, if so desired, submit a declaration of a physician (family doctor) from which it becomes apparent that he or she is actually unable to participate in the Training due to sickness.
4. If facts or circumstances occur during the enrolment or during the Training that (may) have adverse effects on the progress of the Training or the result then The App Academy and the Participant / Client shall inform each other accordingly as soon as possible.
5. The Participant is responsible for, accounts for and has authority over his / her own behaviour and the consequences thereof both during the Training and thereafter. The Participant is responsible for the inventory of any and all practical areas during the use thereof. The Participant is liable for damage to or loss of the inventory if he / she failed to observe the diligence that may in the given situation be expected of him / her.
6. The App Academy is entitled to deny a Participant who, at the discretion of The App Academy, seriously misbehaves or who does not comply with another obligation in pursuance of these terms and conditions the (further) access to the Training. As the occasion arises The App Academy is entitled to dissolve the agreement between the Participant and The App Academy without any further notice of default or judicial intervention being required. As the occasion arises the Participant cannot claim compensation and remains held to pay the training fees potentially still payable to The App Academy.

**Article 12. Absence teacher**

1. In case of sickness and/or inability to attend of a teacher The App Academy shall make every effort to organise a similar replacement. If replacement is not possible then The App Academy shall forthwith inform the Participant / Client accordingly and propose alternative dates when the relevant Training can yet be held.
2. In case of sickness and/or inability to attend of a teacher the Participant / Client is not entitled to compensation (for damages). The App Academy shall not charge additional costs for the organisation of alternative training days that are caused by sickness and/or inability to attend of a teacher.
3. A Participant / Client is not authorised to cancel (i) the Training or (ii) terminate the Training early free of charge due to the absence of one (or more) teacher(s).

**Article 13. Information and identification**

1. The Participant / Client guarantees that the information that is supplied to The App Academy is correct and complete. Upon enrolment for a Training the Participant / Client is held to include the correct and full name of the Participant(s) on the enrolment form as stated in valid proof of identity.
2. Participants in a Training 'On Open Enrolment' must carry the written confirmation as intended in article 3 paragraph 2 in combination with valid proof of identity on them during the meetings of the Training and show the same on request of the teacher or another member of staff of The App Academy.

**Article 14. Confidentiality and Privacy**

1. The App Academy, its staff and/or third parties relied on by The App Academy shall handle confidential information supplied by the Participant / Client accordingly.
2. The App Academy processes the personal data supplied by the Participant or the Client in accordance with the Dutch Personal Data Protection Act and the privacy policy of The App Academy. The Client guarantees that those whose personal data are supplied are informed of the processing of their data by The App Academy.
3. The Participant is held to observe confidentiality with regard to information that comes to his / her knowledge during the Training and of which he / she understands or should within reason understand that it is of a confidential nature. The Participant is not allowed (during the Training and after conclusion thereof) to share the said information with third parties without the prior written consent of The App Academy.

**Article 15. Intellectual Property Rights**

1. The copyrights (and potential other intellectual property rights) with regard to the teaching material and other information supplied during the Training as well as the (result of the) work that is created by the Participant within the framework of the Training are vested in The App Academy. To the extent that the copyrights are not already vested in The App Academy the Participant / Client shall on demand of The App Academy transfer these to The App Academy. Each and every transfer of copyrights always also comprises the waiver of the rights of the Participant as intended in section 25 first sentence under a, b, and c and in section 25 penultimate sentence of the Dutch Copyrights Act for the benefit of The App Academy, all to the extent that the Dutch Copyrights Act permits the same. These data cannot be reproduced (other than for personal use) or shown to third parties or shared with a competitor of The App Academy without the express prior written consent of The App Academy.
2. Models, materials, techniques, instruments, and software of The App Academy that are made available within the framework of the Training are and remain the property of The App Academy. The Participant / Client is at all times prohibited to copy software from or to install software on the computers that are made available by The App Academy.

**Article 16. Non-competition**

Without the express written consent of The App Academy the Participant and/or the Client are not allowed to on the basis of the Training provided by The App Academy and the thereto pertaining teaching material develop or give, personally or through third parties, a similar training.

**Article 17. Liability**

1. If The App Academy is liable for damages incurred by the Participant / Client during the Training then the said liability shall be limited to direct damages.
2. In no instance whatsoever shall The App Academy be liable for indirect and/or consequential damages that are caused by the use of (inferior) material supplied by or on behalf of the Participant / Client, for damages that are caused by intent or recklessness on the part of the Participant / Client and/or for damages resulting from shortcomings of third parties.
3. Each and every liability for damages, incurred before, during or after the participation in a Training at The App Academy, is moreover limited to the amount that is, as the occasion arises, paid out by the insurer of The App Academy. Should, for any reason whatsoever, payment in pursuance of the aforementioned insurance not take place then each and every liability shall be limited to the amount (exclusive of VAT) that was or would have been charged by The App Academy for the relevant Training.
4. The teaching material and/or other information related to the Training developed and/or composed by or on behalf of The App Academy were composed by The App Academy in a diligent manner and to the best of its knowledge. The App Academy shall not be liable for damages, of any nature whatsoever, that are the result of (potentially) incorrect information in the teaching material or any other information related to the Training.
5. The restrictions of liability as intended in this article are also applicable with regard to persons employed by The App Academy and/or third parties relied on by The App Academy for (the implementation of) the Training.
6. The limitations as intended in this article are not applicable in case of intent or gross negligence on the part of The App Academy.
7. The Participant / Client indemnifies The App Academy against any and all claims of third parties for compensation for damages related to the participation in the Training.

**Article 18. Other provisions**

1. The headers in these General Training Terms and Conditions merely serve to enhance the readability and do not form part of these General Training Terms and Conditions.
2. Should one or more provisions of these General Training Terms and Conditions at any time be invalid or cancelled, either in whole or in part, then the remaining provisions of these General Training Terms and Conditions shall remain in full force and effect. The App Academy and the Participant and/or the Client shall, as the occasion arises, enter into discussions in order to agree on new provisions to replace the invalid or cancelled provisions in the course of which the objective and the scope of the original provisions is observed.
3. In case of obscurities about the interpretation of one or more provisions of these General Training Terms and Conditions the interpretation should take place 'in the spirit' of these provisions.
4. If The App Academy does not always desire strict compliance with these General Training Terms and Conditions then this does not imply that the relevant provisions would not be applicable or that The App Academy would to any degree waive any rights in respect of the Participant or the Client to in other instances claim strict compliance with the provisions of these General Training Terms and Conditions.
5. The Participant / Client is not authorised to transfer rights and/or obligations on account of a (training) agreement to a third party. The App Academy is authorised to transfer its claims to payment of fees to a third party.
6. Dutch law is exclusively applicable to any and all legal relationships to which The App Academy is a party, also if a commitment is fully or partly implemented abroad or if the party involved in the legal relationship is established abroad.
7. The parties shall in the first instance try to solve a dispute amicably. Barring in the event that the parties expressly agree on arbitration in writing, the court in the district where The App Academy holds its registered office shall take cognisance of disputes between The App Academy and the Participant or the Client.
8. These General Training Terms and Conditions are available on the website [www.theappacademy.nl](http://www.theappacademy.nl). At the request of the Participant / Client The App Academy shall send a copy of the General Training Terms and Conditions as soon as possible free of charge.

3 July 2015

Filed with the Chamber of Commerce in Amsterdam under number 61584940 and available for download via [www.theappacademy.nl](http://www.theappacademy.nl).