

General Terms And Conditions Temporary Works Design Academy (HLS)

Article 1. Definitions

- Client: the natural or legal person commissioning the project to HLS to deliver the Programmes, and who will participate in these Programmes or has entered into an agreement with HLS in another way;
- HLS: Temporary Works Design Academy (Heavy Lift Specialist);
- Programme: all public seminars, incompany seminars, workshops, lectures, masterclasses, etc. to be organised by HLS;
- Assignment: the agreement between the Client and HLS;
- Conditions: General Terms and Conditions Temporary Works Design Academy (Heavy Lift Specialist).

Article 2. Applicability

2.1 These Conditions apply to all offers and quotations made by HLS as well as all agreements that HLS has concluded with the Client with regard to the provision of services by HLS.

2.2 Insofar parties have not expressly determined otherwise by written agreement, all provisions of the Conditions are fully and unconditionally effective between parties.

2.3 If any provision of the Conditions becomes null or annulled, the other provisions of the Conditions will remain in full force and effect. In the event of a conflict between provisions in the Assignment and the Conditions agreed upon between the Client and HLS, the conditions in the Assignment will prevail.

2.4 In the event of contradictions between the Dutch text and translations of the Conditions, the Dutch text will always prevail.

Article 3. Assignment

3.1 HLS's quotation or offer shall be entirely without commitment and is valid during thirty (30) calendar days, unless explicitly stated otherwise by HLS.

3.2 The Assignment is established by the acceptance of HLS's quotation or offer by the Client. The non-participation of the Client in the Programme is at the expense and risk of the Client.

Article 4. Price

4.1 The price is fixed and is based on the price agreed between HLS and the Client in the Assignment, unless explicitly agreed otherwise.

Article 5. Liability

5.1 HLS always takes the greatest care with regard to its Programmes. In the event of incorrect, incomplete information or other defects, HLS is only liable for the direct damage suffered. The maximum amount of this damage is the price paid by the Client.

5.2 The Client's actions in connection with (the content of) the Programme are entirely at the risk of the Client. HLS will not be liable towards the Client for damage of any nature whatsoever, directly or indirectly, which arises from acting in response to (the content of) the Programme.

5.3 The Client is liable for, and indemnifies HLS, against all claims from third parties for damage suffered by them.

5.4 Participation in the Programme is at the Client's own risk. HLS therefore accepts no liability whatsoever for theft, loss, or damage to property of the Client during the Programme, as well as for personal injury sustained by the Client.

5.5 If a person employed by HLS performs a Programme on location at the Client, the Client shall provide workspace, accommodation, and transport of reasonable quality that relates to the Programme.

Article 6. Intellectual property

6.1 All intellectual property rights with regard to the Programmes developed by HLS belong exclusively to HLS.

6.2 The Client is not permitted to reproduce, publish, or alter any material made available within the framework of a Programme without the permission of HLS.

Article 7. Applicable legislation

7.1 Dutch law applies to the Assignment. The disputes between HLS and the Client will be submitted to the Rotterdam District Court.

I Public Seminars

Article 8. Payment

8.1 Payment of the agreed price is possible by direct payment or invoice. After payment, the Client will receive a digital payment confirmation.

8.2 The Client shall pay HLS's invoice to a bank account to be designated by HLS within a period of fourteen (14) calendar days of the date, but no later than before the start of the Programme.

8.3 In case of late payment of the invoice by the Client, HLS reserves the right to refuse participation in the Programme. HLS is also entitled to charge the statutory (commercial) interest, and all costs actually incurred by HLS to obtain payment, both judicial and extrajudicial costs, are for the Client's account.

Article 9. Cancellation by Client

9.1 The Client reserves the right to cancel the Assignment in writing free of charge from the moment the Assignment is concluded, unless the Assignment has been concluded within six (6) weeks before the start of the Programme. The reflection period is five (5) calendar days, unless a legal provision determines otherwise. The moment of cancellation is determined by the date of receipt of the cancellation by HLS.

9.2 In the event that the Client cancels the Assignment, the following applies:

- If cancellation occurs after the reflection period and in the period up to six (6) weeks prior to the start of the Programme, the Client shall pay 25% of the agreed price;
- If cancellation occurs after the reflection period and in the period from six (6) weeks to the start of the Programme, the Client shall pay 100% of the agreed price.

9.3 Cancellation of the Assignment is only valid if the cancellation has been confirmed by HLS.

Article 10. Cancellation by HLS

10.1 All Programmes are held subject to sufficient registrations. In the event of insufficient registrations at HLS's discretion, HLS reserves the right to cancel the Programme up to four (4) weeks prior to the start of the Programme.

10.2 In the event of cancellation, HLS will only be obliged to compensate the registration fee. HLS will under no circumstances be liable for any compensation.

II Incompany Seminars

Article 12. Payment

12.1 The Client shall pay the down payment and subsequently the remainder of the price, as agreed in the Assignment, into a bank account to be designated by HLS within fourteen (14) calendar days of the date, but no later than before the start of the Programme.

12.2 In the event of overdue payment of the invoice by the Client, HLS reserves the right to terminate the Assignment. In that case HLS shall not be obliged to pay any compensation. HLS will also be entitled to charge the statutory (commercial) interest, and all costs actually incurred by HLS to obtain payment, both judicial and extrajudicial costs, are for the Client's account.

Article 13. Cancellation by Client

13.1 The Client reserves the right to cancel the Assignment in writing. The moment of cancellation is determined by the date of receipt of the cancellation by HLS.

13.2 In the event that the Client cancels the Assignment, the following applies:

- If cancellation takes place in the period up to six (6) weeks prior to the start of the Programme, the Client shall pay the agreed down payment.
- If cancellation takes place in the period from six (6) weeks until the start of the Programme, the Client shall pay 100% of the agreed price.

Article 14. Cancellation by HLS

14.1 HLS reserves the right, at least but not limited to the case of force majeure or illness of the speaker, to postpone or cancel the Assignment at HLS's discretion.

14.2 In the event of postponement, the parties shall consult on a new date for implementing the Programme.

14.3 In the event of cancellation, HLS shall only be obliged to repay the price agreed in the Assignment. HLS shall under no circumstances be liable for any compensation.