

General Terms and Conditions Result Mediation Trainings

Article 1 Definitions

These terms and conditions govern the relationship between Result ADR B.V. operating under the brand name Result Mediation (henceforth referred to as Result Mediation or Result) and its contractors (participants and customers). This agreement comprises the principal terms of service under which Result organizes or will organize trainings, training programs, courses and other meetings and conferences.

The terms and conditions differentiate between “open registration trainings” and “customized courses.” Open registration trainings are trainings where anyone can register as a participant. “Customized courses” are designed for and/or delivered to a specific customer or customers. They are intended for that customer and/or for other specific persons or entities.

A participant is defined as a person who has registered for a course. Participants registered for a customized course may not invoke these general terms and conditions.

Article 2 Registration

Registration for a course is done by submitting a data form. Registration takes place on a first-come first-served basis, unless otherwise agreed in the case of a customized course.

Article 3 Payment

For open registration trainings, payment is due in advance. If the brochure states that an invoice will be sent, the payment is to be made within a fortnight of receiving the invoice. In other cases, payment shall be settled before the date stated in the brochure, and at the latest one week before the training commences.

Customized courses will be paid for as agreed by contract, which stipulates fees, costs and payment conditions.

For open registration trainings, payment in installments is possible only if the training exceeds four days, if Result and the client have confirmed this in writing prior to the training, and if both parties have signed an agreement to that effect.

If payment in installments has been agreed, the participant is responsible for timely payment. Failure to meet the dates for installments will result in cancellation of the right to pay in installments. The participant shall then pay the total outstanding amount at once.

Failure to meet payment obligations will result in the participant or customer entering into legal default. In such an event, Result may resort to a debt collection agency to handle the payment claim. The participant or customer is liable for the expenses associated with using a debt collector.

Article 4 Cancellation of Registration

A. Open Registration Training

Cancellation of registration shall be done in writing. The following conditions apply:

- In all cases, once registration is completed, the participant has a withdrawal period of 12 days. Within that period, registration may be canceled free of charge, irrespective of the rules set out below.
- Registration may be canceled free of charge up to 8 weeks before the first day of training.
- If registration is canceled between 8 and 2 weeks before the first day of training, 50% of the fee will be invoiced.
- If registration is canceled within 2 weeks of the first day of training, the full fee will be invoiced.

B. Customized Courses

In the event of cancellation of a customized course, Result and the customer both have the right to reschedule the course to a later date. Costs already incurred (such as hire of the venue and/or equipment) will be payable by the party who is responsible for the postponement. If a training or course is canceled more than 3 months before the training or course, the customer will be invoiced for any costs incurred up until such time. Should Result have reduced or only partial external expenses (e.g. for hire of the venue, speaker's fees) due to the cancellation, the amount invoiced will be reduced accordingly. Result is responsible for agreements made with its subcontractors on potential cost savings. The customer shall comply with these agreements.

Article 5 Absence and replacement

In the event that a participant is unable to attend the training or course, the participant may send someone in his/her place, provided this person meets the criteria for participation. Result shall be the judge of this.

If the participant's absence is a case of force majeure, which shall be established by Result, Result will endeavor, at the participant's request, to offer an opportunity to catch up or make up for lost time. In practice, this will depend on Results' room and ability to accommodate. It shall be Result's prerogative to decide on this matter. Such an opportunity constitutes a privilege, not a right.

Article 6 Cancellation by Result

Result reserves the right to cancel a training or course up to 2 weeks prior to the first day of the training or the course if too few participants have registered. If unforeseen circumstances arise within two weeks before the start of the training or course, the training or course may be cancelled. In such an event, participants shall be informed immediately. Result shall offer alternative dates for the delivery of the training or course as soon as possible. Participants shall have the right to re-register or recover their registration payment.

Article 7 Substitute Trainers, Change of Venue and Content

Result reserves the right to substitute trainers assigned to a training or course at any time. Result reserves the right to change the venue of a training or course at any time. Result reserves the right to alter the content of a training or course at any time.

Article 8 Intellectual Property and Confidentiality

The participant and /or customer are entitled to use the course material for personal purposes only, as background for the training or course. In no way may the material be used by, shared with or given to other individuals or third parties.

All the written material used during the training or course remains the property of Result. The participant and/or customer may not duplicate the material without first seeking consent from Result.

Result shall treat all client information shared for the purposes of delivering an open registration training or a customized course with confidentiality.

Article 9 Liability

Result is committed to delivering quality in all trainings and courses, making every possible effort in terms of both content and logistics. Result shall not be held accountable for errors in the course material, or for other mistakes or omissions, which are not due to gross negligence on the part of Result.

Article 10 Applicable Law and Litigation

1. These terms and conditions are subject to Dutch national law.
2. A complaint pertaining to a training or course organized by Result may be filed no later than 3 months after the training or course. Result will not accept complaints received after the expiry of this period.
3. A complaint must be filed in writing (e-mail is accepted.) A complaint must be specific and must state who was present at the time of the incident leading to the complaint, to enable a swift and adequate response.
4. A Complaint Handling Officer will investigate complaints. This is the Training Manager, who reports to the Director. Should the complaint bear on the Training Manager, the Director will act as the Complaint Handler. If such is the case, the complainant will be notified.
5. The Complaint Handling Officer shall report having received a complaint to the Director and shall enter the content of the complaint in writing into the complaints register.
6. In response to the complaint, the Complaint Handling Officer shall contact the complainant to discuss the complaint. The Complaint Handling Officer shall invite the complainant to elucidate his or her complaint in a way that is commensurate with the nature of the complaint. This may be done either verbally, in the presence of the person or persons concerned (such as the trainer), or in writing (with the consent of the complainant) or by telephone. The complaint must be addressed within 2 weeks of the filing date, unless there is a valid reason to extend that period, e.g. to collect information or if he person or persons

7. concerned are not available. Extension and the reason for the extension of the period shall be communicated to the complainant.
8. The complaint shall be confidential, unless actioning of the complaint requires disclosure of information in the complaint. This will be subject to mutual consultation.
9. The Complaint Handling Officer shall, within the limits of what is possible and reasonable, endeavor to present a solution to the complainant, the Director of Result and any other persons concerned.
10. The handling of the complaint shall be completed within a month, unless circumstances dictate otherwise.
11. In the event that the complaint procedure is completed and the complainant does not agree with the proposed solution or if the complaint is rejected, parties shall endeavor to resolve the situation through mediation by a mediator, registered with the Netherlands Federation of Mediators (MfN), the choice of which shall be acceptable to both parties.
12. This litigation procedure does not withdraw or waive a legal remedy. Parties retain their right to an action in Court.