



## General terms and conditions training curriculum

These general terms and conditions apply to workshops, courses and individual coaching organised by Triple A RC Academy.

### Article 1: Scope

1.1 These General Terms and Conditions govern all agreements between Triple A RC Academy, hereinafter referred to as the 'supplier', and clients relating to participation in or orders for the organisation of workshops, courses and individual coaching.

1.2 Departures from these General Terms and Conditions are valid solely when so agreed in writing.

1.3 The following terms in these General Terms and Conditions have the following meanings:  
**Intake interview** (in case of a coaching trajectory): meeting with the participant to harmonise the learning objectives of the course with his/her learning wishes.

**Baseline measurement**: this is a kind of photograph that gives an idea of a participant's base knowledge on a specific topic or a course topic, usually measured by a test.

**Cancellation**: the termination of the agreement to organise a course or the rescheduling of the starting date of the course.

**Client** can be the organisation that enrolls into a course for their staff or an individual (participant) subscribing to a course.

### Article 2: Conclusion of the agreement

The agreement between the supplier and client is concluded on signing the designated confirmation of the order.

### Article 3: Cancellation or rescheduling by the client

3.1 The client has a reflection period of at least 14 days, as well as the entitlement to cancellation with written confirmation to the supplier.

3.2 The client can cancel without charge until 2 weeks before the first day of the course.

3.3 When the client cancels within 2 weeks before the first day of the course then the client is under the obligation to reimburse 100% of the course fee.

3.4 The client is not entitled to reduction of the payment in the event that a participant designated by the client prematurely terminates participation in the course or does not take part in the course.

### Article 4: Cancellation by supplier

The supplier is entitled to cancel the course or refuse participation by the client or by the participant designated by the client, in which case the client is not under the obligation to make the agreed payment. The supplier shall do so in writing to the client as soon as possible. This article applies before a training (program) has started.

### Article 5: Substitution

The client or a participant designated by the client can, in consultation, have a substitute participate in the course. Substitution after the course has begun is not permitted.

### Article 6: Prices

All cited prices are exclusive of VAT unless otherwise stated. Prices are non-binding, unless included in a written agreement as referred to in Article 2.



## **Article 7: Confidentiality**

7.1 The supplier shall ensure that all the client's confidential company information including, but not restricted to, market information, product information, organisational and personnel information, is treated as confidential.

7.2 This confidentiality shall also be contractually agreed in the event that a subcontractor is hired by the supplier.

## **Article 8: Payment**

8.1 The supplier submits an invoice to the client stating the amount due. The client is required to pay the amount due, in the manner specified by the supplier, within 10 days after invoicing.

8.2 The travel and package costs associated with participation in a course are included in the amount unless otherwise expressly agreed in writing.

8.3 In the case that the supplier provides an exam preparation training for a certification of a renowned institute, the package costs do not include the fee to be paid for registration for the exam and any other costs to be paid to the institute, like study materials. The supplier has no commercial ties to these institutes (like kick-back fees), the supplier has been granted an approved exam prep provider status, which provides access to study materials.

8.4 Should the client fail to pay within the agreed period then he/she will be in default without any form of notice of default being required. The supplier is always entitled to charge statutory interest as from the due date. Should the client fail to pay in time then the supplier is entitled to immediately suspend the performance of the order.

8.5 Should the client fail to fulfil his/her obligation in time then he/she will always be under the obligation to reimburse the supplier for all reasonable judicial and extrajudicial collection costs, including the collection agency charges, as well as the costs actually incurred and the fees charged by bailiffs and lawyers, inclusive of costs that exceed the legal costs awarded by the court. The extrajudicial costs amount to at least 15% of the payment due from the client.

8.6 If the client has overpaid the supplier and a reimbursement is applicable, the reimbursement needs to take place within 14 working days after the final settlement has been agreed upon.

## **Article 9: Copyright**

9.1 The copyright on material published by the supplier is vested in the supplier, unless the name of another copyright holder is cited on the material. The client and/or any participant shall not publish or otherwise reproduce any information from any material without express written permission from the supplier.

9.2 The copyright on reports, proposals and other documents originating from work carried out by the supplier is vested exclusively in the supplier.

## **Article 10: Liability**

10.1 The supplier does not accept any liability whatsoever to the client for any loss, with the exception of loss covered by its liability insurance that the insurer may pay out on the claim.

10.2 The liability in cases other than those referred to in paragraph 1 is limited solely to the amount charged for the loss causing performance.

10.3 The supplier is never liable for indirect loss, including consequential loss, loss of profit and loss due to business interruption.

10.4 The supplier shall not be held liable when the client has an opportunity to make a claim to the



client's insurance company for the loss or to claim compensation from a third party's insurance company.

#### **Article 11: Complaints procedure**

The supplier shall make a copy of the complaints procedure available to the client on his/her request.

#### **Article 12: TRIPLE A RC ACADEMY Privacy Statement**

12.1 TRIPLE A RC ACADEMY is responsible for the processing of personal data as presented in this privacy statement.

Contact details

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Owner

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#### 12.2 Personal data that we process

TRIPLE A RC ACADEMY processes the personal data of potential clients and clients because they make use of our services and/or provide us this data. The following lists the personal data that we process depending on the services that we supply:

- Forename and surname
- Professional function
- Address/invoice details
- Telephone number
- Email address
- Other personal data actively provided by the client.

#### 12.3 Purposes for and the basis on which we process personal data

TRIPLE A RC ACADEMY processes the personal data of the client/participant for the following purposes:

- For the intake for a course or workshop
- For the intake for a coaching programme
- For a baseline measurement test
- When the client/participant submits a curriculum vitae or personal development plan in connection with a career development path
- In preparation for any need to call or email him/her in connection with the provision of our services
- When we are legally obliged to do so, for example in connection with our tax return.

#### 12.4 Automated decision-making

TRIPLE A RC ACADEMY does not make decisions based on automated processes on issues that could have (considerable) consequences for persons. This relates to decisions made by computer applications or systems without human intervention (for example, an TRIPLE A RC ACADEMY



supplier/freelancer).

#### 12.5 Period for which we retain personal data

TRIPLE A RC ACADEMY does not retain personal data for longer than is strictly necessary for the achievement of the purposes for which the data was collected. We have adopted the following retention periods for the following categories of personal data of clients/participants:

- (Course) Intake + personal reflection reports, personal report > necessary for the monitoring of the personal process > for a maximum of 1 year after the completion of the course
- (Coaching) telephone number + email address > to make the appointment and for any feedback after the session or sessions > for a maximum of 1 year after the completion of the coaching trajectory.

#### 12.6 Sharing personal data with third parties

TRIPLE A RC ACADEMY does not sell the data of clients/participants to third parties, and furnishes data solely when necessary for the performance of the agreement with our client or for the fulfilment of a statutory obligation. We conclude a processing agreement with companies that process this data on our instructions, such as our administration office/ freelancers, to provide for the same level of protection and confidentiality of personal data. TRIPLE A RC ACADEMY retains the responsibility for this processing.

#### 12.7 How we protect personal data

TRIPLE A RC ACADEMY takes the protection of the personal data of its clients/participants seriously, and implements measures to prevent misuse, loss, unauthorised access, undesirable disclosure and unauthorised alteration. We store our data on a laptop secured by a password. Also, TRIPLE A RC ACADEMY takes all measures necessary and possible to protect its cybersecurity. Clients/participants who believe that their personal data is not adequately protected or has been misused should contact Mr. Roger Coenen, [rc\\_consultancy@kpnmail.nl](mailto:rc_consultancy@kpnmail.nl)

#### 12.8 Recording of SCR® Exam Training Sessions

TRIPLE A RC ACADEMY will not record any sessions of the Exam Training or any other TRIPLE A RC ACADEMY events where clients are involved. First, in order to prevent privacy issues for our clients and foremost as TRIPLE A RC ACADEMY has no control over what will happen with the recordings afterwards, if made available to clients. Even, in the case of where clients specifically ask for recording one or more sessions, this service will not be provided by TRIPLE A RC ACADEMY.

#### **Article 13: Applicable law**

Every agreement between the supplier and client is governed by Dutch law.

