

## **TERMS & CONDITIONS**

General Terms of Registration and Course Conditions of SKILLTRADE.

### **0.) Definitions**

0.1.) SKILLTRADE BV

0.2.) Course Participant: A person who has applied for one or more of the courses offered by SKILLTRADE BV.

0.3.) General Terms: These General Terms of Registration and Course Conditions.

### **1.) Range of application of the General Terms**

1.1.) These terms are applicable to all applications and to all courses provided by SKILLTRADE BV.

1.2.) By completing and submitting SKILLTRADE BV application form, the course participant agrees to the applicability of these General Terms.

### **2.) Application**

2.1.) Application for one or more courses can only be made by filling in completely the application form and submitting it to SKILLTRADE BV. SKILLTRADE BV will confirm the receipt of the application in writing/email at the earliest opportunity and will send additional instructions for the necessary payment of the course fee.

### **3.) Placement**

3.1.) If the number of applications received by SKILLTRADE BV for a particular course exceeds the maximal number of participants, selection is made on a first-come, first-served basis.

3.2.) For those courses indicated in the website requiring a selection process, selection is made on the basis of suitability, to be assessed exclusively by SKILLTRADE BV, and then on the basis of the provisions contained in article 4.

3.3.) An applicant who is not selected will be notified in writing/email, with reimbursement of any course fee that has been paid.

### **4.) Payment**

4.1.) Payment of the course fee is made at the same time as the application, apart if the course requires a selection process. The participant has no right to participate in the course(s) until the course fee has been received by SKILLTRADE BV and the course participant's obligation to pay the course fee remains.

4.2.) A selection process is required for the Skilltrade Hydrographic Survey Category B Course. Payment of a non-refundable deposit of the course fee for E-learning (an amount of € 1.500 in 2020, fees are subject

to change, for up to date information contact SKILLTRADE BV) towards your course fees must be paid to secure your place on this course. This deposit is due from the moment that the applicant is notified of having been selected. Payment for the remaining course fee must be received in full at the latest four weeks before start of the Basic and Essential and Optional modules. The participant has no right to participate in the course(s) until the course fee has been received by SKILLTRADE BV and the course participant's obligation to pay the course fee remains.

## **5.) Cancellation**

5.1.) Cancellation of participation in a course or cancellation of accommodation can only be made in writing.

5.2.) A deposit is required for the Skilltrade Hydrographic Survey Category B Course, this deposit is non-refundable in case of cancellation.

5.3.) We strongly recommend that all students are aware of the insurance cover that they have in the event of a pandemic. In the event that a trainee cannot travel to the course due to a pandemic, or chooses not to travel to the course, we will follow our standard cancellation policy described below.

5.4.) If cancellation of participation in a course is made no later than twenty eight days before the commencement of the course concerned, 15% administrative expenses will be deducted.

5.5.) If the cancellation of participation in a course is made between twenty eight and fourteen days before the commencement of the course concerned, 50% refund.

5.6.) If the cancellation is made later than fourteen days before the commencement of the course concerned, the course participant is not entitled to refund of the course fee. However, if the course participant has received confirmation of participation in the course less than fourteen days before the commencement of the course, the course participant is entitled to cancel the course within seven days, in accordance with the provisions contained in articles 5.1 and 5.2. The course participant may allow another participant to take his or her place, provided he/she informs SKILLTRADE BV of this in writing at least one week before the commencement of the course. If a selection is made for the course, the course participant can propose another person. The selection of the latter will be made on the basis of suitability, as assessed by SKILLTRADE BV.

5.7.) If cancellation is made regarding hotel or apartment accommodation that has already been confirmed by SKILLTRADE BV, SKILLTRADE BV will try to find a replacement tenant. If the cancellation of the hotel reservation is made later than seven days before arrival, the cost of the first night of accommodation may be charged. If the cancellation of the apartment reservation is made later than seven days before arrival, and in the event that SKILLTRADE BV is unable to find a replacement tenant, the total cost for the reserved nights may be charged. Any changes requested by the course participant with regard to the accommodation confirmed by SKILLTRADE BV cannot be guaranteed.

5.8.) SKILLTRADE BV retains the right to cancel a course if there are not enough applicants or if there is a negative travel advice to the Netherlands, without obligation in any way to make compensation. In such a case SKILLTRADE BV will inform the course participant (in writing) as soon as possible and will repay the

course fee if it has already been paid for the proportion of the course costs that were not delivered. Reimbursements will be made within 1 month.

## **6.) Changes**

6.1.) The tutors, course leaders, course organisers have the right to make changes in the syllabus within the limits of the subject announced.

6.2.) If a tutor is incapacitated through illness, SKILLTRADE BV will assume the responsibility for replacing the tutor by another similarly qualified tutor. Also, if the planned materials or (technical) aids fail to function in time or properly, SKILLTRADE BV will assume the responsibility for replacing them with similar materials or aids. In such cases the course participant is not entitled to partial or full refund of the course fee and SKILLTRADE BV is not liable to make any compensation.

6.3.) If SKILLTRADE BV considers that it is impossible to find a replacement of a similar kind, the course fee will be repaid entirely in the case of full cancellation and proportionally in the case of partial cancellation, after the deduction of a sum, to compensate SKILLTRADE BV for reasonably incurred expenses, without SKILLTRADE BV becoming liable for compensation.

## **7.) Miscellaneous**

7.1.) The information in this website and SKILLTRADE BV brochures have been compiled with care, but SKILLTRADE BV is not liable for the inclusion of any incorrect or incomplete information.

7.2.) SKILLTRADE BV is not responsible for statements by and/or the behaviour of tutors and/or course participants towards one another. Nor is SKILLTRADE BV liable for any injury caused by tutors, materials or aids, except in the case of deliberate intent or gross negligence on the part of SKILLTRADE BV.

7.3.) SKILLTRADE BV is not liable for the disappearance of the course participant's possessions through theft or loss.

7.4.) SKILLTRADE BV retains the right to deny a course participant further admission to a course if the participant's behaviour, in the opinion of the tutors, course leader, course organisers, prevents the course from proceeding properly. In such a case the participant has no entitlement to refund of the course fee.

7.5.) The course participant is not allowed to publish the course methodology and/or course material in whole or in part and/or to reproduce it except for personal study or use as defined in the Law on Copyright.

## **8.) Complaints and Disputes**

8.1) Complaints from course participants should be made in written and signed. Complaints need to be addressed to SKILLTRADE BV. The management will respond within 90 days from the date of receipt of a complaint. Complaints will be archived for five years.

8.2) If the complaint has not been resolved and a dispute arises between SKILLTRADE BV and a course participant, the dispute will be adjudicated to the appropriate magistrate in Amsterdam under Dutch law. The verdict will be legally binding.