

# GENERAL TERMS & CONDITIONS

CE Academy (hereinafter referred to as "CEA") is a Dutch company, with its registered office at Daltonstraat 25, 3316 GD Dordrecht and registered under Chamber of Commerce no. 58336613. These Terms and Conditions apply to all training and services offered by CEA.

## Article 1 - Agreement

- a. By registering for a course, the student/student (hereafter referred to as 'student') enters into a study agreement with CEA for the duration of the study and the student agrees to the Terms and Conditions as stated here.
- b. If additional or specific conditions apply to the relevant course, these will be stated separately in the course information.
- c. The study agreement is concluded as soon as CEA has received a copy of the study agreement signed by the student.
- d. By entering into the study agreement, the student commits to CEA for the duration of the entire course and CEA expects the student to participate in the course with full commitment. In this way, CEA can ensure proper planning and scheduling of instructors and trainers. At the start of the training, CEA will indicate what is expected of the student and will do its utmost to ensure that the student successfully completes the training. The student has access to the digital learning environment of CEA during the entire study period.

## Article 2 - Additional data

- a. When registering for a CEA course, the student undertakes to provide a number of additional information (per participating student):
  - name and address details;
  - Contact details such as mobile phone and email address;
  - A signed study agreement.
- b. After receipt of the data mentioned under point a., the study agreement will be sent to the student. This must be signed and in the possession of CEA within 14 days of the registration date.
- c. If the information referred to under a. is not provided on time and/or complete or does not meet the requirements applicable to the relevant study programme, the student may not be able to (further) participate in a study program or exams.

### **Article 3 – Rates and offers**

- a. The costs of the training, the method of payment, if necessary. registration fee, examination fee and other possible additional costs are included in the study agreement and the student agrees to this by signing the study agreement.
- b. For companies, CEA can make a specific training proposal on request, for tailor-made group training or a training program for individual employees. After written approval of the offer, CEA will send a study agreement (per student), as stated in Article 2 of these Terms and Conditions.
- c. All amounts stated by CEA are exclusive of 21% VAT

### **Article 4 - Payment**

- a. CEA reserves the right to check or have checked the creditworthiness and legal capacity of a student. This may affect the payment terms offered.
- b. The student is legally in default without additional notice of default being required from the date on which the applicable payment term has expired and the fee owed has not been paid in full. CEA will then send the student a payment reminder, after which the student can still pay within the term stated therein.
- c. If the student has not paid the full amount owed even after this term, CEA is entitled to charge the legal interest to the student with effect from the date on which the original payment term has expired. Any extrajudicial or judicial collection costs will be borne by the student.
- d. Private students remain responsible at all times for obligations arising from the agreement with CEA. Even if the payment has been or will be transferred to a third party, such as an employer.

### **Article 5 – Right of withdrawal**

- a. If the student is a private individual, the student has the right to dissolve the agreement within 14 calendar days after it has been concluded, free of charge and without stating reasons (right of withdrawal).
- b. The student makes use of the right of withdrawal by sending a written statement by e-mail within this period that he/she wishes to dissolve the study agreement. In such cases, the student must return any training materials received (in undamaged condition).

- c. CEA will refund any tuition fees already paid to the student as soon as possible, no later than 14 days after dissolution of the agreement or after receipt (in undamaged condition) of teaching materials returned by the student.
- d. Returns of teaching materials are only accepted if the items are in their original condition. That is to say, undamaged and without writing, complete, only treated as reasonably necessary for viewing and in the original packaging. If these conditions are not met, CEA will not accept the return and the student is obliged to take the training or to reimburse a depreciation to be determined by CEA.

## **Article 6 - Consequences of not fulfilling obligations**

- a. If the student does not (fully) comply with one or more obligations from the study agreement or the General Terms and Conditions, CEA is entitled to suspend its obligations towards the student and to interrupt or ultimately terminate the training.
- b. The consequences of interrupting the training as referred to in paragraph a are for the account and risk of the student. These consequences include:
  - o Access to the digital learning environment and physical teaching locations is denied, training materials or updates thereof are no longer made available, teacher guidance is discontinued and exams cannot be taken.
  - o The study is delayed, which may mean that the study program no longer corresponds (entirely) to the exam or that no more exams can be taken and the study cannot be completed with a diploma.
- c. Upon termination of the training as referred to in paragraph a, the following applies:
  - o Unless otherwise agreed in writing, CEA no longer has any obligations towards the student.
  - o If termination of the training as referred to in paragraph a is premature, the conditions of Article 8 apply.
  - o The completed training cannot be resumed. A student who wants to continue the training will have to re-register.
- d. The student's default does not mean that the agreement between the student and CEA is or has been automatically terminated.

## **Article 7 – Exams**

- a. If the student's training involves exams and/or tests, the student has the right to participate in exams if:
  - the student has registered in time to participate in the exam;

- the payment obligation(s) has been met on time;
  - any admission requirements have been met, as stated in the study program information of the relevant study program.
- b. If an exam is not passed, the student can register for a resit. An additional examination fee will be charged for this. Students are responsible for registering for (re-)exams.
  - c. Information about the exam and registration will be communicated to the student by the teacher during the study.
  - d. Failure to participate in one or more exams will not result in a refund of the exam fee charged in advance.

### **Article 8 - Premature termination of the Training**

- a. For all CEA courses, the student commits himself - subject to the withdrawal period of 14 calendar days - for the entire duration of the course.
- b. Premature termination is not possible – except for the withdrawal period of 14 calendar days – for programs with a study duration of six (6) months or less.
- c. For other courses, early termination is possible with due observance of a notice period of 2 calendar months.
- d. In the event of early termination, the following applies:
  - Tuition fees and any examination fees are also due for the duration of the notice period;
  - The price of additional materials purchased specifically for the student will have to be paid in the event of cancellation;
  - Any overpayment by the student will be refunded by CEA to the student's account in good time;
  - Returning study material does not release the student from the payment obligation;

### **Article 9 - Intellectual property**

- a. The intellectual property rights to study & training material produced by CEA, regardless of the form in which it is delivered (in print, digital or otherwise) remain with CEA at all times.
- b. The use of study and training material as well as access to the digital learning environment of CEA, other than for one's own study, is not

permitted. Neither selling, sharing, disclosing, providing it to third parties.

- c. Any breach of intellectual property rights is a criminal offense and as such acted upon by CEA.

#### **Article 10 - Liability**

- a. CEA's liability is limited to a maximum of the tuition and examination fees paid by the student.
- b. CEA reserves the right to refuse, suspend and/or remove a student in special circumstances. Students who do not behave according to social norms, exhibit aggressive or violent behavior or commit fraudulent acts, may be suspended from the course.
- c. CEA is not responsible and not liable for any instruments and/or additional accessories purchased through CEA from third parties.
- d. All CEA training material, brochures or other work, arising from or related to the training, has been carefully developed and/or compiled by CEA and to the best of its ability. However, CEA is in no way liable for damage, of whatever nature, that is the result of (possibly) incorrect information in the training material, brochures or any other work arising from or related to the training, unless there is intent or willful recklessness on the part of CEA.

#### **Article 11 - Personal Data and GDPR**

- a. CEA processes various forms of personal data of students on a daily basis. For the careful handling and security of this data, CEA acts in accordance with the requirements of the General Data Protection Regulation (GDPR).
- b. The data processing and rights of the persons involved are explained in more detail in the [Privacy Statement](#) on the CEA website.
- c. By signing the study agreement, the student declares that he is aware of and agrees to this.

#### **Article 14 - Force majeure**

- a. CEA is not obliged to fulfill any obligations towards the student if it is prevented from doing so as a result of circumstances that are not attributable to CEA, and which are neither for the account of CEA under the law, a legal act or generally accepted views.

- b. As long as the force majeure continues, CEA can suspend the obligations under these conditions, up to a maximum of 2 months. After that, both the student and CEA are entitled to cancel the service, without any obligation to compensate the damage suffered by the other party.

#### **Article 15 - Disputes and Applicable Law**

- a. Dutch law applies to all disputes relating to these General Terms and Conditions. Only a Dutch court has jurisdiction over these disputes.
- b. Contrary to the statutory rules for the jurisdiction of the civil court, all disputes will, if the Court has jurisdiction, be settled by the Court in the place of business or the district of CEA.
- c. The private student has the right for a period of five weeks, after CEA has invoked the preceding article, to opt for settlement of the dispute by the civil court competent according to the law or the applicable international treaty.

#### **Article 16 - Amendments**

- a. Unless otherwise agreed in writing, these Terms and Conditions may be amended by CEA at any time and without prior notice being required.

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