

General Terms and Conditions Piecemeal Growth

regarding training, courses & workshops with open enrolment

Article 1 General

1. These terms and conditions shall apply to each and every agreement regarding training, courses, and workshops with open enrolment (hereafter indicated by 'course') between Piecemeal Growth and a participant, to which Piecemeal Growth has declared the present terms and conditions applicable.
2. Possible deviations from the present general terms and conditions shall only be valid provided they have been explicitly agreed upon in writing. The applicability of participant's possible purchase or other conditions is explicitly rejected.

Article 2 Booking and Confirmation

1. The agreement between Piecemeal Growth and a participant shall come into effect by sending in a registration form by letter, fax, e-mail or via the website, unless Piecemeal Growth notifies the participant otherwise within a week after receiving the registration form, for example in case the maximum number of participants for a course has been reached. The participant will receive a confirmation in writing and an invoice.
2. Registration takes place on a first come, first served basis. If the maximum number of participants for a course is reached, then the participant shall be placed on a waiting list.
3. By act of registering, the participant agrees to these general terms and conditions.

Article 3 Execution of the Agreement

1. Piecemeal Growth shall execute the agreement to the best of his knowledge and ability, in accordance with the requirements of good craftsmanship and the state of the art.
2. If and in so far required for the proper delivery of the course, Piecemeal Growth shall have the right to have certain work done by third parties.
3. The participant is required:
 - to arrive in time for the course
 - to behave in such a way during the course that his/her behaviour shall not disturb the course
 - to act and communicate in compliance with the normal proper rules of behaviour
4. If the participant completes the course in a regular way, he/she will receive a certificate of participation from Piecemeal Growth.
5. Piecemeal Growth shall be entitled to remove a misbehaving participant from the course, if, in the opinion of Piecemeal Growth, the participant's behaviour disturbs the course. In this case, the participant shall not be entitled to a refund of the course fee or a certificate of participation.

Article 4 Cancellation or Changes by the Participant

1. Notification of cancellation must be made in writing. The following fees shall be due, based on the date the notification is received:
 - More than 2 months before the start of the course: € 25
 - Within 2 months before the start: 25% of the course fee
 - Within 30 days before the start: 50% of the course fee
 - Within 2 weeks before the start or - if the registration closes earlier - after registration has been closed: 100% of the course fee
2. After consultation with Piecemeal Growth, a substitute may be provided at no extra costs. The participant shall remain responsible for payment.
3. After consultation with Piecemeal Growth, the participant can move the registration to a different date, unless the number of participants for the course would fall below the minimum required. Moving a registration shall incur costs.
4. If the participant withdraws from the course or does not show up, he/she shall not be entitled to a refund of the course fee.

Article 5 Cancellation or Changes by Piecemeal Growth

1. Piecemeal Growth shall be entitled to cancel the course, for example in case of not enough participants. In this case, all amounts paid will be refunded to the participant.
2. Piecemeal Growth shall be entitled to change the date, the times, or the location of the course. Piecemeal Growth will notify the participant in writing of these changes as soon as possible.

3. If the participant is not able to attend the course on the changed date or time or at the changed location, then the participant shall notify Piecemeal Growth within a week after receiving notification of the changes. All amounts paid will be refunded, unless Piecemeal Growth offers the participant the opportunity to attend the course within a reasonable term.

Article 6 Payment

1. Payment must be made ultimately 3 days before the start of the course.
2. Piecemeal Growth shall be entitled to ask a deposit of 25% of the course fee, due within 30 days of the invoice date.
3. If the participant fails to fulfil his/her payment obligation, Piecemeal Growth shall be entitled to refuse the participant access to the course, without prejudice to the participant's obligation to pay the amounts due.
4. If payment is overdue, then the participant shall be required to pay an interest on the amount due of 1% per month, where part of a month is regarded as a full month.
5. If the participant fails to fulfil his payment obligations, even after receiving a notice of default, the participant shall be required to pay extrajudicial costs of 15% of the amount due, with a minimum of € 200.

Article 7 Liability

1. If Piecemeal Growth is liable for direct damage, this liability shall under all circumstances be limited to a maximum of the amount of the invoice.
2. Piecemeal Growth shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.

Article 8 Confidentiality

Both parties shall be bound to secrecy of all confidential information they have received within the scope of the course from each other or from another source, except if a statutory provision or a judicial decision compels Piecemeal Growth to convey confidential information to third parties designated by law or by the court. Information shall be considered to be confidential if the other party has indicated so or if the confidential character results from the nature of the information.

Article 9 Intellectual Property and Copyrights

1. Piecemeal Growth reserves the rights and authorities to which Piecemeal Growth is entitled under the Copyright Act.
2. The intellectual property rights of all documents provided by Piecemeal Growth, such as course materials, reports, designs, sketches, drawings, software, etc., are owned by Piecemeal Growth. These documents shall be destined to be used by the participant exclusively and may not be reproduced, made public or brought to the notice of third parties by the participant without prior consent from Piecemeal Growth, unless the nature of the documents provided dictates otherwise.
3. Piecemeal Growth shall reserve the right to use the knowledge gained due to the execution of the work for other purposes, provided that no confidential information shall be brought to the notice of third parties when doing so.

Article 10 Privacy and Data Protection

The registration information will be stored in a database of Piecemeal Growth. This information will only be used to organize the course and to keep the participant informed about activities by Piecemeal Growth. In no case will this information be transferred to a third party without consent. The participant has the right to consult his/her information and to have it corrected or deleted.

Article 11 Applicable Law and Disputes

1. Dutch law shall apply to each and every agreement between Piecemeal Growth and the participant.
2. Parties shall only refer the matter to the court if they have done their utmost to solve the dispute in mutual consultations.

Version: 16 January 2008