Terms and Conditions

Located and having offices in 's-Hertogenbosch, Veghel, and Vianen.

APPLICABILITY

1. These Terms and Conditions apply to ATIM and all its subsidiaries, located in Vianen, 's-Hertogenbosch & Veghel, including but not limited to the trade names: ATIM–BACE Academy; ATIM Opleidingen b.v. (KvK 17116932) and its subsidiaries; ATIM Europe b.v. (KvK 62815725); ATIM Academy b.v. (KvK 72956771) and its subsidiaries.

2. In these Terms and Conditions, ATIM and its subsidiaries are referred to as ATIM, where ATIM and/or one or more of its subsidiaries are intended. This will be stated separately.

3. All offers, agreements, and the execution thereof are exclusively governed by these conditions. Deviations must be expressly agreed upon in writing with ATIM. Dutch law applies.

4. Under "the counterparty" in these conditions is understood: any (legal) person who has concluded or wishes to conclude an agreement with ATIM, as well as its representative(s), authorized person(s), legal successor(s), and heirs.

5. The course price of the training may consist of: course fees, exam fees, and the price of textbooks. These are invoiced together. Price changes are reserved by ATIM. For software, consultancy, project, or interim assignments, a separate offer will be made, and the ICT conditions as they apply at that time will be followed.

6. The counterparty's own terms and conditions remain unaffected, insofar as they do not conflict with these conditions.

7. If any of the provisions of these terms and conditions are nullified, this lack of legal force will not affect the validity of the remaining provisions of these terms and conditions, and the binding force of such remaining provisions will continue unaffected.

OFFERS

8. Offers, made in writing in the form of a quote, are valid for one month from the date of issue, unless otherwise agreed in writing.

9. The client is obliged to provide ATIM with all (additional) information in a timely manner that may reasonably be relevant in connection with the quote. This particularly applies to data that affect the conditions from the client's business operations for planning courses or other activities or assignments. The client is liable for any additional costs caused by not providing this information (in time).

10. Prices in brochures are subject to change. Unless otherwise stated, prices are quoted exclusive of VAT, as applicable. Currently mainly 9% and 21% VAT.

DATA PROTECTION

11. All personal data provided will be processed internally and used for responsible customer management and business operations, such as enrolling students, sending course materials, providing teacher guidance, and sending information about our courses or related information. ATIM does not provide personal data to third parties without their permission.

AGREEMENT

12.1 An agreement is not concluded until ATIM receives a signed offer from the counterparty, a verbal agreement is made, an email confirmation is received, or the registration form is filled out and signed. If registration takes place via the website, the registration is considered as enrollment.

12.2 All prices and rates are exclusive of VAT, other taxes, duties levied or imposed for the delivery or performance, and other government charges, as well as any costs to be incurred in the context of the agreement, including but not limited to travel and accommodation, shipping, and administrative costs, unless expressly agreed otherwise in writing. These taxes and duties are charged to the counterparty.

12.3 If, after the agreement has been concluded, the shipping and forwarding costs, insurance premiums, import duties, taxes, and other charges imposed by government authorities, domestically or abroad, payable by ATIM under this agreement are increased, ATIM has the right to pass these increases on in the prices.

12.4 In the event of a price change by ATIM of the originally agreed price within three months after the conclusion of the agreement (in the case where the parties have not agreed on a periodic payment obligation of the counterparty), the counterparty is entitled to dissolve the agreement in writing within seven days after the counterparty has become aware of the price change or could have become aware of it. ATIM is never obliged to pay any compensation. Dissolution under this article is not possible if the price increase is a result of a situation as included in article 12.3. Dissolution under this article is also not possible if the price increase is a result of a situation as included in article 12.5.

12.5 The prices of the training & services are, unless expressly stated otherwise, partly based on the supplier prices and exchange rates applicable at the time of the conclusion of the agreement. In case of an increase in one or more of these cost price factors, after the day of sale but before the day of delivery, ATIM is authorized to increase the offered or agreed price accordingly, even if the increase is due to foreseeable circumstances. This also applies if the products have become more expensive due to a change in the exchange rate. The sales prices applicable on the date the order is final apply, which can be a signed offer, a purchase order received by ATIM, or an agreement from another purchasing party (including but not limited to Springest, partner, or UWV).

13. Any later made additional agreements or changes bind ATIM only if they are confirmed in writing.

14. For transactions for which no quote or order confirmation is sent due to their nature and scope, the invoice is deemed to represent the agreement accurately and completely.

15. Each agreement is entered into under the suspensive condition that the counterparty – solely at the discretion of ATIM – appears sufficiently creditworthy for the financial performance of the agreement.

16. ATIM is entitled, when or after the agreement is concluded, before (further) performing, to require the counterparty to provide security that both the payment obligations and the other obligations will be fulfilled. ATIM is authorized to involve others in the execution of the agreement if it considers this necessary or desirable for proper execution of the given assignment and after consultation with the counterparty.

17. The counterparty is obliged to provide ATIM in time with all documents necessary for the correct execution of the agreement, especially those necessary for applying for exams.

18. Termination of the agreement: Upon entering into an agreement, including signing a quote, the assignment is considered confirmed. In the event of cancellation by the counterparty, the right to dissolve the agreement within 14 days after signing applies, exclusively for private customers. This cancellation period does not apply to organizations, custom services, software, and other assignments. For these, the assignment takes effect upon signing the agreement. In the event of cancellation after signing or non-fulfillment of the agreement by the counterparty, the counterparty remains responsible for paying the agreed fee.

PAYMENT

19. Depending on the VAT obligation of the counterparty, ATIM reserves the right to send the invoice from any of its subsidiaries. If this is a different subsidiary than with which the agreement was made, the subsidiary sending the invoice is deemed to act with power of attorney. Certificates are only issued once the invoice is paid.

20. Unless agreed otherwise in writing, payment must be made without deduction. Payment must be made in cash, by deposit, or by transfer to a bank account designated by ATIM within 30 days of the invoice date, but in any case before the start of the training. For other assignments, the terms agreed upon by the parties apply.

21. The course fee must be paid in full before the first day of training. If the course fee is not paid, ATIM reserves the right to deny the participant access to the course.

22. The due date indicated on ATIM’s bank statements is decisive and is therefore considered the payment date.

23. All payments made by the counterparty are primarily for the settlement of any interest and collection costs incurred by us and subsequently for the settlement of the oldest outstanding invoices.

24. The client must immediately and accurately check the invoice. Complaints regarding (the amount of) the invoice must be made known to ATIM in writing within 7 days of the invoice date. After this period, the client forfeits any rights in this regard.

25. If at least one of the following circumstances occurs with the counterparty, ATIM has the right, by the mere occurrence thereof, to either dissolve the agreement or to demand any amount due by the counterparty under the services provided by ATIM immediately and without any warning or notice of default, all without prejudice to the right to compensation for costs, damages, and interests:

1. The counterparty is declared bankrupt, goes into liquidation, files a request for suspension of payments, or undergoes attachment of all or part of its property;
2. The counterparty dies, is placed under guardianship, or is dissolved;
3. The counterparty fails to comply with its obligation under the law or these conditions;
4. The counterparty fails to pay an invoice amount or part thereof within the specified period;
5. The counterparty proceeds to discontinue or transfer its business or a significant part thereof, including the contribution of its business to a newly established or existing company, and/or proceeds to change the objective of its business.

INTEREST AND COSTS

26. If payment is not made within the term mentioned in the previous article, the counterparty is legally in default and from the due date owes interest of 1% per (part of a) month on the outstanding amount.

27. All judicial and extrajudicial costs incurred are fully borne by the counterparty. Judicial costs also include all actual costs of legal and procedural assistance incurred during legal proceedings, which exceed the liquidated rate.

CANCELLATION

28. Cancellation of a training must be done in writing and confirmed in writing by ATIM. ATIM reserves the right to cancel a course in case of insufficient participants or to change course dates and locations without incurring costs for the client.

29: If the agreement is terminated in accordance with Article 18, you must return the course materials received from us as soon as possible. We may charge you for the direct costs of the return. You are responsible for the risk of the return. Course materials provided on an electronic data carrier, where the seal of the packaging has been broken, cannot be returned. In that case, you must pay us the full price.

30: If the agreement is terminated in accordance with Article 18, you are entitled to a full refund of any payments made, subject to the provisions of Article 29. We will ensure that you receive your refund as soon as possible, but no later than fourteen days after termination.

31. In the event of cancellation more than 4 weeks before the start of the training, administration costs of €35.00 will be charged.

32. In the event of cancellation between 4 weeks and 2 weeks before the start of the training, 50% of the course fees will be charged, as well as any exam fees.

33. In the event of cancellation between 2 weeks and the start of the training, 75% of the course fees will be charged, as well as any exam fees.

34. In the event of cancellation after the start of the training, or failure to attend the course, the full course price must be paid.

35. Illness on the part of the counterparty is entirely at the expense and risk of the counterparty and does not release them from the obligation to pay cancellation costs.

COURSES AND COURSE MATERIALS

36. ATIM undertakes to exercise the utmost care in providing the agreed instruction and theory courses.

37. ATIM reserves the right to cancel courses or change course dates in case of insufficient participants or unforeseen circumstances or force majeure. In such cases, alternatives will be sought in consultation with the participants. ATIM accepts no liability for costs incurred by the client as a result of the change.

38. The counterparty/student must follow the instructions of the instructor during the lessons.

39. ATIM may terminate the training for its own reasons, related to the person of the counterparty/student and/or their behavior, if these are such that ATIM cannot reasonably be expected to continue the training.

40. In such a case, ATIM is not obliged to refund the remaining amount for which no counter performance has yet been provided to the counterparty/student.

41. ATIM is not obliged to provide training if the instructor/teacher finds that the counterparty/student, as a result of alcohol, medication, or drug use, or any other physical or psychological cause, cannot properly follow the training; this is at the sole discretion of the instructor/teacher, all without the right of the counterparty/student to a refund of tuition/course fees.

42. The textbooks are an integral part of the training unless otherwise agreed in writing by ATIM. The counterparty/student may not use these books other than for personal study. It is not allowed to hand over the study material, copy it in any way, or reproduce it in any other way, or sell it under penalty of an immediately payable fine of €5,000.00 per case.

43. Without the express permission of ATIM, it is not allowed to return textbooks or to have them used by another person to obtain a reduction or refund of the tuition fee.

44. All materials developed, compiled, and/or purchased by ATIM (including lesson and course books, hand-outs, and syllabi) are carefully compiled to the best of knowledge. However, ATIM accepts no liability for damage of any kind resulting from actions and/or decisions based on the said materials and works.

45. It is not allowed to offer employees and/or consultants and/or trainers hired by ATIM a job offer. The penalty for this is the gross annual salary of the respective employee. This applies up to 6 months after the end of the assignment.

EXAM

46. The costs for or on behalf of a (re)examination application must be paid simultaneously with the completed application and the self-declaration to ATIM against proof of receipt, unless otherwise agreed. Depending on the type of training, it may happen that a student must register directly with and pay exam fees to the examination institute.

47. If the exam cannot take place due to the vacation of the counterparty/student, because they failed to mention their vacation when applying for the exam, they bear all resulting costs.

48. If the competent authority does not allow the exam to take place due to bad weather or other unforeseen circumstances on the agreed date and time, the competent authority will announce another exam appointment.

LIABILITY

49. The liability of ATIM will never exceed the total amount of the respective agreement or never exceed the amount for which ATIM is insured in this regard.

50. Except for the general legal rules of public order and good faith, ATIM is not obliged to compensate any damage of any kind, directly or indirectly (consequential damage), including business damage, to movable or immovable property, or to persons, both with the counterparty and with third parties.

51. The counterparty is obliged to indemnify ATIM and hold ATIM harmless from all claims from third parties for compensation for damage for which liability in these conditions is excluded in the relationship with the counterparty.

CONFIDENTIALITY

52. ATIM will not disclose or make available to third parties any confidential information provided by the client, except as necessary in connection with the execution of the assignment or as required by law.

APPLICABLE LAW

53. All our offers, agreements, and the execution thereof are exclusively governed by Dutch law.

USE OF REFERENCES

54. Upon registration or agreement, ATIM obtains the right to use the name of the contracting party as a reference. If you object to this, you can notify us in writing.

DISPUTES

55. All disputes, including those considered as such by only one party, arising from or related to the agreement to which these terms apply or the relevant terms themselves and their interpretation or implementation, both factual and legal, will be settled by the competent civil court within whose jurisdiction ATIM is located, unless the cantonal judge is competent.

56. However, ATIM is entitled to have the dispute settled by arbitration, in which case it will notify the counterparty in writing. If the counterparty is a consumer, it has one month to opt for settlement by the civil court.

57. If the dispute is settled by arbitration, three arbitrators will judge as good people by fairness.

58. The appointment of the arbitrators is such that each party appoints one, and the third is appointed by the two already appointed arbitrators together.

59. The costs of the arbitrators and their fee are borne by the parties as determined by the arbitrators.