

Training Terms

Article 1: Course

1. The subscription for a course takes place by completing and signing the subscription form by Client. The prices for a course are listed in the most recent price list. The agreement is formed when a completed and signed subscription form from Client has been received and has been confirmed in writing by Limis. The course agreement is related to the course mentioned on the subscription form. Several employees of several Clients may simultaneously participate in a course.
2. The minimum and maximum number of participants for a course is determined by Limis. Limis has the right to refuse subscriptions or to place subscriptions on a waiting list where the maximum number of participants on a course day is reached. If one desired course date by the participant cannot be honoured by Limis, Limis will consult with the participant in order to determine a different date. In that case the course agreement only emerges once the Limis revised training date has been confirmed in writing to the participant.
3. Limis reserves the right to cancel a course including other -but not exclusively, due to insufficient participants. In that case, the amount paid for the course will be fully repaid to Client. Limis is not liable for costs and/or damage which may arise from Client due to modification or cancellation of the course.
4. Limis is entitled, if the number of applications towards the end opinion Limis leads, to combine the course with one or more other courses, or to take place at a later date or a later moment.
5. If the participant who is subscribed through the subscription form is unable to come, Client is entitled to send a substitute.
6. Limis has the right not to accept a subscription when the course for the participant is assessed as 'not appropriate' by Limis.
7. If the course is given at Limis location, the costs of lunch, coffee and tea are included, unless otherwise in writing agreed. The costs for accompanying material are borne by Limis. Travel and accommodation expenses are borne by Client.

Article 2: Billing and paying

1. All prices and rates are exclusive of VAT. Billing is taking place before the program immediately after receiving the subscription form. Limis sends the invoice to Client along with the acknowledgment of receipt of the subscription form. Payment of invoice must be made within 14 days after the invoice date, but not later than 1 week before the start of the course, unless otherwise agreed.
2. Limis reserves the right, without further notices, to refuse participation in the course if payment has not been taken place timely or properly. If Client remains in default to fulfil the payment obligation then Limis is entitled to terminate the course agreement unilaterally, without prejudice of the obligation of Client to pay the sums owed.

3. From the moment Client exceeds payment, it is for each month or part of it the statutory interest payable. Also, all judicial and extrajudicial costs associated with the recovery of any of Client amount due payable by Client. The extrajudicial costs are set at 15% of the amount due payable by Client, with a minimum of € 100.00, without prejudice to the right of Limis to full reimbursement of costs and damages to be claimed from Client.

Article 3: Cancellation

1. Cancellation of a course agreement can only be made in writing under the terms mentioned in this Article.
2. The cancellation is free of charge if the written cancellation of Client is received by Limis not later than 10 working days before the start of the course. If cancelled between 10 days and 3 days before the course, the cancellation costs are 50% of the total invoice amount. If cancelled within 3 days before the course, the cancellation costs are 100% of the total invoice amount.
3. If a participant does not appear to the course (one or several days), without explanation, Client remains payable the entire invoice amount to Limis.

Article 4: Modifications

Limis always reserves the right to change, including changing of the course date, changing of the course contents, teacher replacing and the change of location to any of the courses. Changes will be disclosed to Client within a reasonable time prior to the start of the course.

Article 5: Intellectual Property

The course material is the property of Client. Copyright and other intellectual property rights on its own course material rest with Limis. The course material may not be reproduced or published by print, photocopy, microfilm or any other way without prior written permission of Limis.

Article 6: Other terms

1. Limis is not liable for any damage, caused by or associated with participation in a course of Limis or cancellation of the course agreement of Limis, unless Limis can be imputed intent or gross negligence. To the extent that legal liability would be established, by Limis any liability in any case is limited to the amount in the appropriate case among the business liability insurance is paid and Limis claims Client only compensation if and where the insurance of Limis gives a claim of payment in the concerning case.
2. The agreements between Limis and Client are based on Dutch law.

Article 7: Dispute

1. Any dispute concerning the conclusion, interpretation or implementation of the order or agreement to which these conditions apply and of orders/agreements that might arise there from, and any other proceedings in respect of or in connection with this general conditions or other terms or Limis, either legally or factually, without exception will be settled by the competent court in Almelo.