

General Conditions of the Netherlands Institute for Public Safety (NIPV)

Clause 1: Definitions

In these General Conditions the following definitions apply:

- *Agreement:*
Every legal relationship between the Netherlands Institute for Public Safety (NIPV) and a Principal relating to the provision of services and the sale of products;
- *Principal:*
The natural or legal person who concludes an Agreement with the NIPV and who accepts the payment obligation, hereinafter also referred to as: "the Other Party";
- *Participant:*
The natural person designated by the Other Party, who for or on behalf of the Other Party will participate in a training course, exercise, congress or exam.
- *Instruction:*
The instruction includes and instruction to provide a service, a registration or an order.
- *Candidate:*
The natural person designated by the Other Party, who for or on behalf of the Other Party will participate in an exam.

Clause 2: Applicability

1. These General Conditions shall apply to each offer and Agreement concerning the delivery of products and the provision of services by the NIPV, and to any supplementary and/or subsequent agreements arising therefrom.
2. Any changes of or supplementations to these General Conditions expressly have to be agreed in writing. A change or supplementation shall solely apply to the product or service to which the Agreement relates. No rights can be derived from such a change or supplementation with respect to any agreements that may be concluded with the NIPV in the future.
3. The applicability of any general conditions of the Other Party is herewith expressly excluded.

Clause 3: Coming About of an Agreement

1. An Agreement between the NIPV and the Other Party shall not come about until after the placement or submission of a written or oral order, registration or instruction at the NIPV, and the written acceptance or confirmation thereof by the NIPV. A written acceptance or confirmation on the side of the NIPV shall not be required if the Other Party has already accepted an earlier offer of the NIPV in writing.
2. The information of the Other Party will be recorded in the administration of the NIPV. That information will not be offered to third parties for inspection or takeover.
3. Exclusively the Director and the (Academy) Managers shall be authorised to enter into an Agreement for or on behalf of the NIPV and to represent the NIPV externally, unless that right has been delegated and the Other Party has been informed thereof in writing.

Clause 4: Prices

1. The prices mentioned in the offer or in an Agreement shall be exclusive of VAT, unless agreed otherwise in writing.
2. The NIPV reserves the right to change any (agreed) prices twice a year, in the months of January and July respectively, unless this right has been excluded or limited in writing. Changed prices shall apply as from the moment that they are introduced.
3. A price change shall be no valid ground or reason for dissolution or cancellation of the Agreement by the Other Party.

Clause 5: Payment

1. Invoices will have to be paid within 30 days after the invoice date. In respect thereof, the Other Party cannot invoke setoff or compensation. Payment will have to take place by means of remittance or transfer to a bank account to be specified by the NIPV further.
2. In case of instructions that have a special nature or that require a special manner or method of execution, or in case of a foreign Principal, the NIPV shall have the right to impose further conditions and/or guarantees, this at the sole and free discretion of the NIPV.
3. If the Other Party does not pay within the set (firm) payment period of 30 days after the invoice date, he shall be considered to be in default (without any separate notification of default being required), and the Other Party shall as of the set payment due date beside the statutory interest also be due a contractual default interest of 2 (two) percent per month. Moreover the Other Party shall then be held to compensate all damages and costs that are the consequence of or that are connected with the default of the Other Party. In case of a judicial collection, the NIPV shall also have the right to charge an amount for extra-judicial costs of collection in accordance with the 'Voorwerk' Report II, or the actually incurred extra-judicial costs of collection.
4. If an invoice is not paid in time or at all, the NIPV shall have the right to suspend its activities and services for, and the performance of its obligations towards the Other Party, until all outstanding amounts have been paid. The NIPV shall not be liable for any damages and costs created or arisen as a result of the aforesaid suspension.

Clause 6: Registration for and Participation in Training Courses, Exams, Exercises or Congresses

1. In case of over-registration for a training course, exam, exercise or congress, the NIPV shall, if the Participant meets all conditions that have been set, use the date of receipt of the registration form as a selection criterion.
2. In case of insufficient registrations, the NIPV reserves the right to cancel a training course, exercise or congress, or in case of a training course to combine or join training course groups. The NIPV will as the occasion arises inform the Participant or Other Party thereof in a timely manner.
3. The registration has been accepted by the NIPV when the NIPV, in response to the registration of the Participant or Other Party, has sent a written confirmation. In case of congresses this will be done by e-mail.
4. In case of a registration for which the registration form is received after the closing date of the relevant registration term but which nevertheless leads to placement for a training course or exercise, EUR 120 administration costs will be charged.
5. If at the start of a training course, exercise or congress a Participant or Other Party has not paid the participation costs in full or at all, the NIPV shall have the right to exclude the relevant Participant or Other Party from (further) participation, without prejudice to the obligation of the relevant Participant or Other Party yet to pay the full participation costs.
6. The program of a training course is described in the training course brochure of the NIPV. The NIPV reserves the right to make changes in the training course, exercise or congress programmes. The NIPV shall inform the Participant or Other Party of any changes in a timely manner. The Participant or Other Party shall not have the right to terminate the Agreement because of any changes.
7. The NIPV reserves the right to change the time, the location and the place of the training course, exercise or congress. The NIPV shall inform the Participant thereof in a timely manner. Such a change shall not be a valid reason for termination of the Agreement.

Clause 7: Cancellation and Prevention (with Exception of Exams)

1. Cancellation of an instruction by an Other Party shall exclusively be possible in writing.
2. The NIPV shall use the date of receipt of the written cancellation as the cancellation date.
3. If the registration is cancelled up to 8 weeks before the commencement of the training course, exercise, investigation or congress, 20 percent of the total costs shall be charged. If the registration is cancelled within 8 to 4 weeks before the commencement of the training course, exercise, investigation or congress, 50 percent of the total costs shall be charged. If the registration is cancelled within 4 weeks before the commencement of training course, exercise, investigation or congress, the total costs shall be charged.
4. The financial obligation of the Participant or Other Party towards the NIPV shall not expire by any non-attendance of any training course, exercise or congress by the relevant Participant or Other Party.
5. If a Participant or Other Party is prevented from participating or cannot participate in a training course, exercise or congress, the Other Party shall be due the entire registration fee to the NIPV

6. If a Participant is not able to participate in a training course, exercise or congress, the Other Party shall be authorised to let a substitute participate.
7. In case of death of the Participant, the Agreement shall end at the date of death. In that case only the price of the lessons followed until that date shall be due. The other reciprocal rights and obligations arising from the Agreement shall end as soon as the Agreement has ended. Any already previously paid costs shall be paid back in so far as these relate to the period following the end of the Agreement.

Clause 8a: Cancellation of an exam by the Principal

1. If an exam is cancelled by the Principal, 50% of the full exam costs will be charged by the NIPV.
2. If an exam is cancelled by the NIPV, the Principal does not pay for the exam that has been cancelled and can submit a claim to the NIPV for the demonstrable reservation costs incurred for the location. This does not include any lost time costs of candidates and costs of personnel deployed by the Principal.
3. If an exam has to be cancelled due to force majeure, the Principal will bear the organisational costs already incurred and the exam costs do not have to be paid. Force majeure means:
 - natural disasters, extreme weather conditions or a regional/national crisis.
 - unforeseen technical failures that fall outside the sphere of influence of the Principal and the NIPV.
 - pandemics or official government measures that prevent exams from taking place.
4. If an online exam cannot take place due to a technical defect arising from a matter that falls within the direct sphere of influence of the NIPV, the Principal does not have to pay exam costs and the NIPV will reimburse the demonstrable costs for the rental of the online location. Any costs of delay of candidates and costs of staff to be deployed by the Principal will not be reimbursed.

Clause 8b: Cancellation and inability to attend NIPV exams

1. The NIPV uses the date of receipt of the written cancellation as the cancellation date.
2. An exam can be cancelled free of charge by the Principal up to 4 weeks before the exam date.
3. If an exam is cancelled by the Principal within 4 to 2 weeks before the exam date, 20% of the full exam costs will be charged.
4. If the Principal cancels the exam within 2 weeks before the exam date, 50% of the full exam costs will be charged.
5. In the event that a candidate does not participate in an exam without a valid reason, the Principal owes the full exam costs to the NIPV.
6. If a candidate is unable to participate in an exam due to force majeure, such as illness or another valid reason, the Principal may appoint a replacement candidate free of charge (no later than 1 working day before the exam).
7. In the event of the candidate's death, the agreement expires on the day of death. The exam costs will not be charged insofar as they relate to services not yet provided after the death.

Clause 9: Publications

1. If the Other Party does not wish to purchase one or more publications, the Other Party has the right to return the relevant publications within 7 working days. Return shipments shall only be accepted if the publications are undamaged and packed in their original packing, whereas also 20 percent of the invoice amount plus the costs of shipment shall be for the charge of the Other Party.

Clause 10: Information

1. The NIPV shall have the right concerning Participants in training courses to provide the following information:
 - attendance lists for subsidy purposes to employers of students;
 - information concerning name, address and place of residence for parties that are involved in exams or subsidies.
2. Unless there exists a legal or judicial obligation to disclose information, the NIPV shall be held to observe strict secrecy towards with third parties with respect to the nature, content and scope of the Agreement, as well as with respect to other relevant information that because of the execution of the Agreement has become known to the NIPV.
3. Without the prior written permission of the NIPV, the Other Party shall make no statements to third parties concerning the approach, methods or written expressions of the NIPV.

Clause 11: Reservation of Ownership and Intellectual Property Rights

1. The products delivered by the NIPV shall remain the property of the NIPV until all invoices have been paid in full. The risk in respect of the products shall transfer at the moment of delivery.
2. The Other Party shall fully and unconditionally respect the intellectual property rights that rest on the products delivered and the services provided by the NIPV, including without limitation any patents, licenses, copyrights, registered drawings and/or designs, trademarks and trade names. This obligation shall continue to apply after the end of the Agreement also.
3. Investigation reports shall after completion and delivery, and with due observance of the provisions set forth in paragraph 1, become the property of the Other Party.
4. In case of investigations with a public interest, the NIPV reserves the right, after consultation with the Other Party, to publish the investigation results. The NIPV shall not make the investigation results public within a period of 3 months after completion and delivery of the investigation, unless the Other Party has given permission to do so in writing. After expiry of the aforesaid period of 3 months, the NIPV may make the investigation results public if third parties request the same and if it concerns a public interest. The Other Party shall be informed thereof in writing at all times.

Clause 12: Liability and Indemnification

1. The NIPV shall not be liable for any direct, indirect or consequential damage of whatever nature or scope, including any loss of profits and loss of turnover, suffered by the Other Party or Participant or any third party, connected with or arising from the performance of the Agreement or any failure to do so, unless there is intent or gross negligence on the side of the NIPV.
2. If and in so far as it appears that any liability rests on the NIPV towards the Other Party, that liability shall per claim/event be limited to the amount that is paid out under the liability insurance concluded by the NIPV. At the written request of the Other Party, the NIPV shall grant the Other Party the opportunity to inspect the policy conditions.
3. When calling in the assistance of third parties, the NIPV shall observe all due care. The NIPV shall not be liable, however, for any errors or failures in the performance of such third parties.
4. The Other Party shall indemnify the NIPV against claims of third parties arising from or connected with the performance or execution of the Agreement, unless the claims are the consequence of intent or gross negligence on the side of the NIPV.

Clause 13: Interim Termination

1. The NIPV shall have the right to cancel the Agreement with immediate effect, without any entitlement to damages for the Other Party or to refund of any invoiced amounts that have already been paid or that are due and payable by the Other Party, if:
 - the Other Party does not pay the invoices in a timely manner, without prejudice to the entitlement of the NIPV to full payment of the agreed compensation;
 - the secrecy obligation or the intellectual property rights are not respected, without prejudice to the entitlement of the NIPV to full payment of the agreed compensation and to damages because of the breach or infringement committed;
 - the Other Party in full or in part ceases or otherwise liquidates its business activities or transfers the same to a third party, and/or to a serious degree changes its business activities without a prior written permission;
 - there is a (petition for) bankruptcy, a (provisional) suspension of payments, a private agreement or composition with creditors, or if the Debt Repayment Scheme for Natural Persons applies;
 - the Other Party or Participant seriously gets talked about;
 - the Other Party or Participant has consciously or deliberately provided incorrect relevant information to the NIPV at the coming about of the Agreement;
 - there in the opinion of the NIPV is a serious disturbance in the relationship between the NIPV and the Other Party or Participant;
 - there are other circumstances that in the opinion of the NIPV resist a continuation of the Agreement.

Clause 14: Complaints

1. If the Other Party is of the opinion that the NIPV does not perform or has not performed its obligations under the Agreement to a sufficient degree or at all, the Other Party shall inform the NIPV thereof in writing in a timely manner.
2. Complaints concerning delivered publications will have to be submitted to the publisher of the NIPV within

10 working days after delivery, in writing and with a clear description of the complaints, failing which the Other Party can no longer invoke or refer to the complaints.

3. Complaints or possible failures in the performance on the side of the NIPV shall not suspend any payment obligations of the Other Party. The Other Party cannot invoke setoff or compensation either.

Clause 15: Disputes

1. This Agreement and any further agreements arising therefrom shall exclusively be governed by Dutch law.
2. Any disputes arising from or connected with the Agreement or any further agreements arising therefrom, shall exclusively be submitted for settlement to the competent court.
3. Contrary to the provisions set forth in the previous paragraph, the parties may also agree to settle a dispute, before submitting the same to the competent court, by means of mediation in accordance with the Rules of the Dutch Mediation Institute as those Rules read at the date that the Agreement is signed.

Clause 16: Miscellaneous

1. If any provision of the Agreement or these General Conditions is null and void or nonbinding, this shall not have as its consequence that the Agreement or these General Conditions are null and void or nonbinding in full. Instead of the void or invalid provision, the NIPV and the Other Party shall agree an appropriate replacement arrangement that will in a legally valid and effective manner approach the intention of the Agreement or these General Conditions as closely as possible.
2. If the NIPV fails to take any action in case of an imputable failure in the performance by the Other Party, or permits or tolerates a deviation from any provision of the Agreement or these General Conditions, this cannot not be considered to be a waiver of any rights.
3. The headings above the Clauses in the Agreement or these General Conditions have no independent meaning. Those headings have exclusively been inserted for reasons of clarity and do not affect the interpretation of the provisions of the Agreement or these General Conditions.
4. For cases in which the Agreement or these General Conditions do not provide, the parties shall in proper mutual consultation agree an appropriate arrangement which approaches the intention of the parties and the result pursued by them in a legally effective manner as closely as possible.
5. If any provision in any Agreement concluded between the NIPV and the Other Party is in conflict with any provision of these General Conditions, the provision in the Agreement shall prevail.