

General Terms and Conditions of Instituut Kind in Beeld, dated October 2011

Article 1 – Definitions and scope:

1.1 In these General Terms and Conditions, the following terms shall have the meanings set out below:

IKB: The company Instituut Kind in Beeld bv, based in Winkel (Chamber of Commerce no. 37084603) and its associated business divisions: Visual Thinking in Practice, the LEREN LEREN Method, Team Toppers, Visual Thinking in Business, LetterKlankStad and the Kind in Beeld publishing house.

Customer: A natural person or legal entity who places an order or requests information in this regard via a sales system organised by IKB.

Student: A natural person or legal entity who is enrolled on a course provided by IKB.

Service: Any course, lecture, programme or training session provided by IKB under any name whatsoever, whether within, outside or from the Netherlands.

Product: any book and (educational) material offered and sold by IKB.

Fees: The fee or tuition fees owed by the student to IKB for participating in the course.

Order: an agreement between the customer and IKB for the supply of a product and/or service.

Website: the Kind in Beeld website, www.kindinbeeld.nl, and all sub-sites and linked websites of KIB through which customers can enter into an agreement with KIB.

Distance contract: a contract in which, within the framework of a system organised by the company for the distance sale of products and/or services, one or more means of distance communication are used exclusively up to and including the conclusion of the contract.

1.2 These General Terms and Conditions apply to all contracts between IKB and any of its business divisions, as referred to in clause 1.1.

1.3 All information provided to IKB by customers and students is confidential and will be treated as such. IKB operates in accordance with the General Data Protection Regulation. IKB's privacy policy, together with the General Terms and Conditions and the Complaints Procedure, can be found on the website www.kindinbeeld.nl.

Article 2 – Applicability

2.1 These general terms and conditions apply to every offer made by IKB and to every contract concluded between IKB and the customer.

2.2 Before the contract is concluded, the text of these general terms and conditions shall be made available to the customer. If this is not reasonably possible, for example because the order is placed by telephone, the customer may view the general terms and conditions on IKB's website or request a copy free of charge from customer services.

2.3 Any deviation from the provisions of these general terms and conditions is only permitted if agreed in writing. In such cases, the remaining provisions of these general terms and conditions shall remain in full force and effect.

2.4 IKB reserves the right to amend these general terms and conditions. If an amendment to the general terms and conditions contains a contradiction with the general terms and conditions in force at the time the order was placed, the customer may rely on the applicable provision that is most favourable to them. In the case of existing agreements, the provision that is most favourable to the customer shall apply until the expiry date of the agreement.

Article 3 – Conclusion of contracts for the purchase of services and products:

3.1 Customers may register for services and/or place orders for products via any of the sales channels organised by IKB. The only condition is that the customer must be aged 18 or over. Customers under the age of 18 must have the consent of their parent or guardian.

3.2 A contract for the provision of a service between IKB and a customer is concluded exclusively by the customer in question submitting a registration form for the service and IKB's subsequent written confirmation to the customer. Once the contract has been concluded, the client has a fourteen (14)-day cooling-off period. Within this period, the client may cancel the contract without giving any reason. This cooling-off period does not apply to in-company training courses!

a. A (public) offer made by IKB to subscribe to or purchase a service by means of an advertisement, leaflet, a so-called 'open day', a lecture or a letter addressed to a customer can only result in a contract if the provisions of paragraphs 3.1 and 3.2 of this article are complied with.

b. If there appears to be insufficient interest in a service – this being at IKB's sole discretion – IKB is entitled to cancel the service in question, reschedule it to a later date in the year, or combine it with other services or a service in a different location. It shall notify the client of this in writing (by email) no later than ten (10) days before the start of the service.

c. If IKB announces that it intends to combine the service with another service, to hold it at a different venue or to postpone it to a later date, the customer is entitled to terminate the contract within five days of the date of IKB's notification, by sending a registered letter by post to IKB's address or by email with confirmation of receipt.

d. If a course is cancelled, the contract shall be terminated by means of a written notice to that effect from IKB as referred to in Article 3.2.b, without either party being subject to any further obligations. Any course fees already paid shall be refunded to the customer's account within 14 days.

3.3 Force majeure shall be deemed to exist if the performance of the contract is prevented, in whole or in part, whether temporarily or otherwise, by circumstances beyond IKB's control, such as statutory regulations, natural disasters, adverse weather conditions and security threats.

a. In the event of force majeure, as referred to in 3.3, the obligations of IKB and the customer shall be suspended. Any payments already made, in full or in part, shall remain as a payment or deposit towards the contract, as referred to in 3.2.

b. IKB will inform the customer as soon as possible of when the contract can be fulfilled.

3.4 IKB shall ensure that products and services comply with the contract, the specifications set out in the offer, reasonable requirements as to quality and/or fitness for purpose, and the statutory provisions and/or government regulations in force on the date the contract is concluded.

3.5 IKB endeavours to ensure that the images and descriptions in its product range correspond as closely as possible to reality.

3.6 If the customer considers that IKB is in default, the customer shall follow IKB's complaints procedure as set out in Article 2.2.

Article 4 – Prices and payments

4.1 The prices quoted are in euros and, for products, include statutory VAT. Delivery charges are not included in the price of products, unless explicitly stated otherwise in the offer.

a. IKB is registered with CRKBO, which means that customers are exempt from VAT.

4.2 For the delivery of products to addresses abroad, higher delivery charges may apply than in the Netherlands. Where applicable, this will be explicitly stated on the order page or by Customer Services when the customer places the order.

4.3 During the period of validity stated in the offer, the prices of the products and/or services on offer will not be increased, except for price changes resulting from changes in VAT rates, statutory regulations or provisions.

4.4 Payment may be made using one or more of the methods specified during the ordering process. Further terms and conditions (regarding payment or ordering) may apply to an order. In the case of payment by bank transfer, the date of payment shall be the date on which the funds are credited to IKB's bank account.

Article 5 – Effects of the agreement

Where an agreement as referred to in Article 3 (hereinafter referred to as 'the agreement') has been concluded, the following financial rights and obligations shall apply:

- a. The customer may register for a service via the registration form on the website or by written request. IKB will determine, on the basis of the criteria requested, whether the contract is concluded and will inform the customer of this within 7 days. The contract arising from the registration comes into effect once both IKB and the customer have confirmed their participation. The customer is obliged to pay IKB the total cost of the service by the first day of the service in question.
- b. If the customer wishes to terminate the service agreement, they may do so, subject to the provisions of sub-paragraph e of this article, up to 30 days before the start of the service without giving any reason, by registered letter sent by post to IKB's address or by email with confirmation of receipt. The customer will then be liable for 25 per cent of the cost of the service in question, subject to a minimum charge of €45.00 for administration and cancellation fees. If the contract was concluded less than 30 days before the start of the service, termination under this provision is not possible. When assessing the cancellation period, the date of the postmark or the date of receipt of the email will be taken as the basis.
- c. If the customer wishes to terminate the agreement, they may do so, subject to the provisions of sub-paragraph e of this article, up to 15 days before the start of the service without giving any reason, by registered letter sent by post to IKB's address or by email with confirmation of receipt. The customer will then be liable for 50 per cent of the cost of the service in question, subject to a minimum charge of €90.00 for administration and cancellation fees. If the contract was concluded less than 15 days prior to the start of the service, termination under this provision is not possible. When determining the cancellation period, the date of the postmark or the date of receipt of the email will be taken as the reference date.
- d. If the customer wishes to terminate the agreement within a period of less than 15 days before the start of the service or after the service has already commenced, they may do so, subject to the provisions of sub-paragraph e of this article, by sending a registered letter by post to IKB's address or an email with confirmation of receipt. The customer will then be liable for 100 per cent of the costs of the service in question. When assessing the cancellation period, the date of the postmark or the date of receipt of the email will be taken as the relevant date.
- e. Termination pursuant to the provisions of this article under b, c and d is subject to the condition precedent that the customer transfers the amount due to IKB's bank account at the same time as sending the registered letter. If the amount due has not been credited to IKB's bank account within seven days of the registered letter being sent, the customer shall be deemed not to have made their request for termination, subject to the other provisions of this article.
- f. If, due to circumstances relating to the customer – including, but not limited to, medical reasons – the customer is unable to receive the (entire) service, this shall be at the customer's own expense and risk. However, it is possible, in consultation with IKB, to take part in the service of the same name at a later date, subject to an additional payment to cover any venue costs already paid for the cancelled service.

- g. If the customer fails to pay the costs of the service referred to in (a), (b), (c) and (d) in accordance with the provisions set out in or annexed to the contract, they shall, without any further notice of default being required, be liable to pay an additional €25.00 in administration costs, on top of the outstanding costs.
- h. If, after the applicable payment deadline for the costs of the service has been exceeded by more than 20 days, the customer has not paid the outstanding amount, together with the aforementioned surcharge for administration costs, IKB shall be entitled, without any (further) notice of default being required:
 - 1. to deny the student access to the course and the premises.
 - 2. to terminate the contract by means of a written notice to that effect sent to the student.
 - 3. to take debt recovery measures, including legal proceedings.
- i. Should IKB exercise one or more of the powers referred to in sub-paragraph (h), this shall not affect the claim for costs in this regard.
- j. Should IKB take debt collection measures, the costs thereof shall be borne in full by the customer, subject to a minimum amount as prescribed by law at that time.
- k. Without prejudice to the provisions of the preceding paragraphs, the customer shall be liable to pay statutory interest on any overdue payments in accordance with the provisions of Article 119 of Book 6 of the Civil Code.

Article 6 – Rights and obligations of the student

Without prejudice to the provisions set out in or annexed to the agreement, the student is obliged to:

- a. to arrive in good time before the start of lessons and other activities organised as part of the course;
- b. to bring with them the materials required for the course, insofar as these are not provided on site by IKB;
- c. to behave appropriately throughout the course and not to disturb other students;
- d. to report any illness or condition they may have that could pose a risk to teachers, other pupils and/or any other people present. The report does not need to specify the nature of the condition.
- e. IKB is authorised to (temporarily) deny a student access to or participation in the service if:
 - 1. the student fails to behave in accordance with the provisions of Article 5;
 - 2. there is an illness or condition that may pose a risk to the teachers, the other students or any test subjects.
- f. IKB always gives students the opportunity to retake an exam, subject to any venue fees.

Article 7 – Pupils' Liability

- 7.1. The pupil is obliged to ascertain for themselves (or have it ascertained) whether they possess and maintain the physical and/or mental fitness required to use the service. IKB accepts no liability whatsoever for the direct or indirect consequences of a lack of such fitness. The student shall indemnify IKB against any claims by third parties, including but not limited to fellow students.
- 7.2 IKB accepts no liability whatsoever for the loss, theft or damage to the student's property or any other materials brought by the student during the course or whilst the student is otherwise present in IKB's classrooms or other premises.
- 7.3 IKB shall not be liable for any injury sustained by the student during or in connection with the provision of the service, unless such injury is caused by IKB's wilful misconduct or gross negligence.
- 7.4 The student shall indemnify IKB against any claims by third parties in respect of the illness or condition referred to in Article 7(d).

Article 8 – Intellectual Property and Copyright

1. IKB holds the copyright and ownership rights to the material contained in all services. The material may not be reproduced, stored in a computerised database or made public by means of printing, photocopying, microfilm or any other method without the prior written consent of IKB.
2. It is not permitted to make the material referred to in clause 8.1 available to third parties.
3. Infringement of copyright or property rights is classified as a criminal offence.

Article 9 – Amendments to the General Terms and Conditions

IKB is entitled to amend these General Terms and Conditions at any time. The General Terms and Conditions, as they stood prior to the amendment, shall continue to apply to contracts that had been validly concluded at that time. Subsequent contracts shall then be governed by the New General Terms and Conditions.

On behalf of:

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Marion van de Coolwijk
Directie

