

General Course Conditions

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1 Definitions

Contractor	PlusPort bv.
Client	Each and every company, each and every person or organisation that conducts negotiations with PlusPort bv about the award of a contract, or that awarded a contract.
Contract	Contract for the supply or contract for the performance of a Course by PlusPort bv.
Registration	The action, such as submitting the Registration form via a website, or submitting a so-called import sheet, or signing an order confirmation from a Course Participant or company with which an agreement is entered into, to receive a Course. The registration binds the Course Participant or company to purchase and pay for the Course.
Course Participant	A person who subscribed him-/herself or who has been subscribed by a company for a Course Package, Online Training, Classroom Training, Practical Session and/or Exam only.
Course	A Course Package, Online Training, Classroom Training, Practical Session and/or Exam only, in any form whatsoever provided by PlusPort bv.
Course Material	All the material, in any form whatsoever, that is offered by PlusPort bv for implementation of a Course and that can be used by the Course Participant.
Course Package	A Training consisting of an Online Training and Practical Sessions and/or an Online Training and an independent external Exam and/or a textbook and an independent external Exam.
Direct Training	All the products that are published on the DIRECT websites of PlusPort bv, e.g. Course Packages, Classroom Trainings, Online Trainings and Exams.
E-learning Only Training	A Training that is followed entirely online (e-learning), f.e. consisting of Training modules, tests, an online reference, a trial Exam or theory Exam or final Exam.
Exam	An online Exam or a contracted Exam from a third party.
Classroom Training	A Training that is provided by a teacher in a Classroom and is or is not completed with a subsequent group Exam.

2 Applicability

- 2.1 These terms and conditions are, barring to the extent not expressly deviated from the same in writing, applicable to any and all offers, communications, acceptances and agreements of PlusPort bv
- 2.2 Through Registration or the award of a Contract the Course Participant and the Client accept these terms and conditions.
- 2.3 The general terms and conditions of the Client and/or the Course Participant are hereby expressly rejected.
- 2.4 If the Client provides for Registrations of the Course Participant(s) the Client must inform the Course Participant of these terms and conditions and impose these terms and conditions on the same.
- 2.5 This document contains, among others, various conditions for Exams. The complete overview with all conditions for Exams can be found in the separate Exam Rules.

3 Registration

- 3.1 Registration takes place by sending the completed Registration form or import sheet.
- 3.2 After approval of the Registration PlusPort bv immediately sends the confirmation of the Registration to the Client and/or the Course Participant by email.
- 3.3. PlusPort bv is not held to examine whether the Registration form and/or import sheet were submitted by a duly authorised person.
- 3.4. PlusPort bv can reject Registration of a Course Participant (Course Participants) without stating reasons and with notification of the registering party.

4 Course & Course Material

- 4.1 PlusPort bv provides the Course to its Course Participants in the manner outlined on the website.
- 4.2. PlusPort bv provides the Course to its Course Participants as used at the moment that PlusPort bv confirms the Registration of the Course Participant(s).
- 4.3 Neither the Client nor the Course Participant are allowed to reproduce the Course Materials in any way whatsoever. The Course Participant can only use the Course Materials for personal use. The copyrights of the Course Materials are vested in PlusPort bv.

- 4.4 The access to the Online Training expires after a period following completion of the online final Exam or Practical Session.
- 4.5 If an online reference is part of the Course then this reference can be printed by the Course Participant before finalising the online test Exam and/or online theory Exam and/or online final Exam. After the Course Participant has completed the Online Training successfully the access to the Online Training expires and thus to the online reference.

5 Prices and payment

- 5.1 All prices are excluding VAT High and other officially imposed levies.
- 5.2 All prices are based on the price determining factors known at the time of the offer, e.g. material costs, wages and officially imposed levies. In case of a change in one or more of these factors PlusPort bv shall be authorised to adjust its prices – on the condition that if the price adjustment within three months after the conclusion of the agreement amounts to 10% or more the Client and/or the Course Participant shall be entitled to dissolve the agreement upon payment of the already delivered performances.
- 5.3 Invoices must have been paid before starting the Course, unless expressly indicated otherwise on the invoice. The Client and/or the Course Participant shall not be entitled to settle or suspend the payment.
- 5.4 If the payment term specified on the invoice is exceeded the Client and/or the Course Participant shall, without any demand or notice of default being required from the part of PlusPort bv, be liable to pay the statutory interest on the outstanding amount.
- 5.5 In case of late payment of the Course fee PlusPort bv shall be authorised to dissolve the agreement and charge a fee for the performance already delivered and possible damages incurred by PlusPort bv.
- 5.6 All costs that PlusPort bv needs to incur for the collection of unpaid invoices are at the expenses of the Client and/or the Course Participant.
- 5.7 PlusPort bv shall at all times be authorised to suspend the supply of the Course as long as the Client and/or the Course Participant has not paid the invoice.

6 Course implementation

- 6.1 Admission to a Course does not guarantee that the Course Participant shall pass the Course successfully.
- 6.2 The Client and/or the Course Participant personally determines whether the Course Participant has sufficient knowledge and/or prior Training in order to be able to complete the Course successfully.

- 6.3 If the number of Registrations gives, at the discretion of PlusPort bv, cause to the same then PlusPort bv shall be authorised to combine the Course with one or more other Training components or Courses or to organise the same at a later date or a later time.
- 6.4 The date of the Course and the relevant start time are indicated in the confirmation that the Course Participant receives by email.
- 6.5 The program of the Classroom Training and/or the Practical Session is published on the website.
- 6.6 The teacher and/or the instructor is authorised to deviate from the published program should this be in the interest of the majority of the Course Participants in the Classroom Training and/or Practical Session.
- 6.7 If the Course Participant has objections to this adjustment then the Course Participant must immediately inform the teacher and/or the instructor of said objections. The Course Participant cannot derive any rights from a complaint afterwards.

7 Force majeure Exams

- 7.1 If, in the reasonable judgement of the Exam supplier of PlusPort bv, a situation of force majeure gives cause to do so, it shall have the right to terminate the agreement in whole or in part or to temporarily suspend the performance of the agreement, without being obliged to pay any compensation.
- 7.2 Force majeure means in these conditions, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, on which the Exam provider of PlusPort bv can exert no influence, as a result of which fulfilment of its obligations is prevented in whole or in part, or as a result of which fulfilment of its obligations cannot reasonably be expected from the Exam provider of PlusPort bv. These circumstances include strikes, fire, illness, theft, business failures, power failures, non-delivery or late delivery by suppliers or other third parties engaged, earthquakes, measures by any government agency, force majeure of a third party engaged, consequences of hacking and technical malfunctions. Force majeure also means malfunctions in a (telecommunication) network or connection or used communication systems and / or suspension or withdrawal of a recognition granted to the Exam supplier to be able to take examinations of a specific subject.
- 7.3 Any prepaid funds by the client will only be reimbursed pro rata by PlusPort bv after deduction of 20% of the total invoice value as compensation for the costs already incurred by PlusPort bv, under the condition that the Exam supplier does not charge any costs to PlusPort bv. If the Exam supplier does charge costs to PlusPort bv, these costs will also be deducted from any

costs prepaid by the client. If the paid amount is less than 20% of the total invoice value, there will be no refund.

- 7.4 If the force majeure concerns a particular Exam, the Exam supplier of PlusPort bv will – if possible – try to determine a different time or day for this Exam.
- 7.5 Regarding VCA Exams, no emergency examinations (on paper) may be used from 4 September 2017 onwards. This means that if the CBT Exam (Computer Based Testing) cannot be performed, the Exam must be cancelled, and a new examination moment must be scheduled. If such a situation occurs, there is force majeure as described in article 7.2.

8 Identification

- 8.1 The Course Participant is held to identify him-/herself before the start of a Classroom Training, Practical Session and Exam by means of an original and valid identity document (passport, **Dutch** driving licence, European ID card or foreign nationals document). A copy of an ID will not be accepted.
- 8.2 If the Course Participant cannot identify him-/herself with an original and valid identity document then the teacher and/or instructor is entitled to deny the Course Participant access to the Classroom Training, Practical Session and/or Exam. Unfortunately, full costs will have to be paid, the Course Participant will not receive any refund.
- 8.3 In case of an Exam, the Course Participant who cannot identify him-/herself with an original and valid identity document, is not admitted to the Exam. The information with which the Student is registered must also match the information on the ID. If this information is incorrect or missing, the examiner has the right to refuse the Course Participant access to the exam. The costs will be charged in full. The Course Participant will not receive any refund.

9 Start

- 9.1 The Course Participant must be present at least 15 minutes before the start time of the Classroom Training, Practical Session and/or Exam.
- 9.2 The start time of the Classroom Training, Practical Session and/or Exam is mentioned in the confirmation received by the Course Participant by email after the Registration.
- 9.3 Before the start of the Classroom Training, Practical Session and/or Exam the Course Participant must check his/her personal data on the attendance list, where necessary improve the same and sign the attendance list.

10 Arriving late

- 10.1 After the Classroom Training, Practical Session and/or Exam has started the teacher, instructor and/or examiner is entitled to deny the Course Participant access to the Classroom Training, Practical Session and/or Exam.
- 10.2 If the Course Participant is not admitted, costs will have to be paid in full, the Course Participant will not receive any refund.
- 10.3 If the Course Participant is admitted then the lost time shall not be compensated.

11 Rules during Classroom Training & Practical Session

- 11.1 The Course Participant must comply with the instructions of the teacher and/or instructor. If the Course Participant does not comply strictly with the instructions of the teacher and/or instructor, then the teacher and/or instructor is entitled to declare the participation of the Course Participant in the Classroom Training and/or Practical Session invalid. The Course Participant will not receive any refund.
- 11.2 The Course Participant must comply with the house rules of the location.
- 11.3 Smoking in the room of the Classroom Training and/or Practical Session is prohibited.
- 11.4 Portable audio equipment and/or communications devices (mobile telephones, pagers, buzzers, etc.) must be switched off.
- 11.5 The Course Participant must see to it that other Course Participants do not experience any hindrance from the Course Participant during the Classroom Training and/or Practical Session. If the Course Participant causes hindrance, the teacher and/or instructor is entitled to immediately terminate the participation in the Classroom Training and/or Practical Session and declare it invalid. The Course Participant will not receive any refund.
- 11.6 In case the Course Participant does not strictly follow above mentioned rules and/or instructions of the teacher/instructor the participation can be terminated immediately and be declared invalid. The Course Participant will not receive any refund.

12 Rules during Exam

- 12.1 During the Exam the Course Participant must comply strictly with the instructions of the examiner. If the Course Participant does not comply strictly with the instructions of the examiner, then the examiner is entitled to declare the participation of the Course Participant in the Exam invalid.

- 12.2 The Course Participant must comply with the house rules of the location.
- 12.3 Smoking in the room is prohibited.
- 12.4 The Course Participant is not allowed to have portable audio equipment and communications devices (mobile telephones, pagers, buzzers, etc.) with him/her. The discovery of possession results in the Exam being declared invalid.
- 12.5 During the Exam it is not allowed to, apart from the Exam regulations, have items on the table other than the necessities handed out to the Course Participant by the examiner. The discovery of possession results in the Exam being declared invalid.
- 12.6 Before the start of the Exam the Course Participant is provided with the Exam necessities by the examiner. Upon receipt the Course Participant must check whether they are complete and usable.
- 12.7 When it regards a reading Exam the examiner reads out the questions and the relevant answering options to the Course Participant. The Course Participant must listen carefully to the questions and the relevant answering options before the Course Participant answers. If the Course Participant did not hear or understand the question or answering options, then the Course Participant can request the examiner by raising his/her hand to repeat it again. A reading Exam is recorded on a sound-recording medium by the examiner.
- 12.8 The Course Participant can only start with the Exam questions after the examiner has given permission for this.
- 12.9 If the Course Participant has questions or comments during the Exam then the Course Participant should raise his/her hand. The examiner shall then approach and speak with the Course Participant.
- 12.10 It is basically not allowed to leave the Exam room during the Exam. If the Course Participant is of the opinion that this is nonetheless required on account of an urgent reason, then the Course Participant must ask the examiner for permission. Leaving the examination room signifies that the Course Participant has finalised the Exam.
- 12.11 The Course Participant must see to it that other Course Participants do not experience hindrance from the Course Participant during the Exam. If the Course Participant causes hindrance, then the examiner is entitled to immediately terminate the participation in the Exam and declare the same invalid.
- 12.12 If the Course Participant is caught in the act of fraud (cheating, copying, etc.) then the participation in the Exam is terminated immediately and the Exam is declared invalid.
- 12.13 When the Course Participant has finished the Exam the Course Participant must communicate this to the examiner by raising his/her hand. The examiner shall approach the Course Participant or give the Course

Participant permission to approach him/her. The Course Participant must, in case of a paper-based Exam, then submit the Exam papers and the answer sheet completed by the Course Participant to the examiner.

- 12.14 After the lapse of the maximum Exam time the Exam is terminated automatically by the examiner, even if the Course Participant did not finish answering the questions yet.
- 12.15 In case the Course Participant does not strictly follow these Exam rules and/or instructions of the examiner, the participation can be terminated immediately and be declared invalid. The Course Participant will not receive any refund.

13 Result

- 13.1 In case of a Practical Session the instructor indicates at the end of the Practical Session whether the Course Participant was deemed to be competent. This declaration of competence is not an official result yet. The Course Participant cannot derive any rights from this declaration.
- 13.2 The Course Participant passed a Course that also consists of a Practical Session if the Course Participant completed the Online Training, passed the online theory Exam, identified him-/herself as prescribed, passed the practical exercises and the teacher declared the Course Participant competent.
- 13.3 The Course Participant passed an Exam if the Course Participant identified him-/herself as prescribed and answered the minimum number of questions correctly.
- 13.4 In general, the Course Participant receives the result by email within 2 working days after the Practical Session or the Exam.
- 13.5 For Courses that include a Classical Training and/or Practical Session and/or Workshop, the Course Participants that passed the Course will receive the personal certificate in PDF format in his/her online profile within 2 working days after receiving the written result. These Course Participants will receive a printed pass by mail within 2 weeks after the passing result has been registered if the relevant invoice has been paid.
- 13.6 In case of an Exam that is taken by an Exam the Course Participant receives approximately 2 weeks after the result, if successful and if the invoice has been paid, the personal certificate with the relevant pass in credit card format.

14 Reschedule

- 14.1 The Client and/or the Course Participant can request to reschedule participation in a Practical Session or Exam.
- 14.2 A request for a reschedule must be addressed to customersupport@plusport.com.
- 14.3 To qualify for a reschedule the Course fee must have been paid in full.
- 14.4 If the Course Participant wishes to reschedule an **Exam**, the following scheme applies:

Reschedule scheme participation in an Exam*	Reschedule costs
Up to and including 6 working days prior to Exam	No costs
5 working days or less prior to Exam	Not possible
On the day of the Exam	Not possible

*The Exam institute accepts Reschedules only up to and including 6 working days prior to the Exam.

- 14.5 If the Course Participant wishes to reschedule a **Practical Session or Workshop**, the following scheme applies:

Reschedule scheme for participation of a Course Package with a Practical Session and/or Workshop	Reschedule costs
Up to and including 11 working days prior to Practical Session/Workshop	No costs
10 up to and including 1 working day prior to Practical Session/Workshop	€55,00
On the day of Practical Session/Workshop	100%

- The costs for rescheduling must be paid immediately.
 - A new Course date must be specified immediately upon the request for rescheduling. The new Course date should take place within 3 months of the initial Course date. If a new Course date cannot be specified immediately or the new Course date cannot take place within 3 months of the initial Course date, rescheduling cannot take place. In this case the initial Course date can only be cancelled.
 - It is allowed to switch with a colleague. If a Certificate of Participation is prescribed for the practical day, then the colleague must have passed the online theory Exam.
- 14.6 In case rescheduling is required for a Classroom Training ATEX, NEN 1010, NEN 3140 or VCA, the cancellation scheme as outlined in article 15 Cancellation applies.

- 14.7 A different Reschedule scheme applies to groups, so called in-company or out-company contracts. The applicable scheme is included in the offer.

15 Cancellation

- 15.1 In case of insufficient Registrations for a Course PlusPort bv is entitled to cancel the Course and not to accept a Registration, without being held to pay compensation for damages or costs. The Client and/or the Course Participant shall in that case be entitled to repayment of already paid Course fees.
- 15.2 Any cancellation must be received by PlusPort or their Answer Service (outside office hours) before the start of the Course.
- 15.3 Cancellation of participation in a Course by the Client and/or Course Participant must always be sent by the Client and/or Course Participant to customersupport@plusport.com. Cancellation by telephone is not applicable.
- 15.4 The consequences of a cancellation of participation in a Course are governed by the usual rules of PlusPort bv.
- 15.5 The following cancellation schemes apply unless explicitly indicated otherwise in the information received by the Client and/or the Course Participant upon confirmation of the Registration:

Cancellation scheme for Course Package e-learning & external Exam	Cancellation costs	
Cancellation up to and including 6 working days prior to the exam	E-learning not started	E-learning started
Return e-learning within 10 working days from purchase	No costs	100%
Return e-learning 10 working days or more after purchase	100%	100%
Exam	No costs	
Cancellation 5 working days or less prior to the Exam	E-learning not started	E-learning started
Return e-learning within 10 working days from purchase	No costs	100%
Return e-learning 10 working days or more after purchase	100%	100%
Exam*	100%	
Arrival too late or no show	100%	

*No costs for the Exam in case of cancellation due to death (personal or first degree), hospitalisation (personal or first degree), sickness (personal) on the condition of article 15.6

Cancellation scheme for Course Package e-learning & Practical Session or Workshop	Cancellation costs	
	E-learning not started	E-learning started
Cancellation up to and including 11 working days prior to Practical Session/Workshop		
Return e-learning within 10 working days from purchase	No costs	100%
Return e-learning 10 working days or more after purchase	100%	100%
Practical Session/Workshop earlier rescheduled by client	100%	
Practical Session/Workshop	No costs	
Cancellation 10 working days up to and including 6 working days prior to Practical Session/Workshop	E-learning not started	E-learning started
Return e-learning within 10 working days from purchase	No costs	100%
Return e-learning 10 working days or more after purchase	100%	100%
Practical Session/Workshop earlier rescheduled by client	100%	
Practical Session/Workshop*	50%	
Cancellation 5 working days or less prior to Practical Session/Workshop	E-learning not started	E-learning started
Return e-learning within 10 working days from purchase	No costs	100%
Return e-learning 10 working days or more after purchase	100%	100%
Practical Session/Workshop earlier rescheduled by client	100%	
Practical Session/Workshop*	100%	
Arrival too late or No show	100%	

*It is allowed to switch with a colleague. If a Certificate of Participation is prescribed for the practical day, then the colleague must have passed the online theory Exam.

*No costs for the Exam in case of cancellation due to death (personal or first degree), hospitalisation (personal or first degree), sickness (personal) on the condition of article 15.6.

Cancellation scheme Courses with Practical Session	Cancellation costs
Course Material	
E-learning as extra service	No costs
Course with Practical Session	
Up to and including 11 working days prior to the Course	No costs
10 working days up to and including 6 working days prior to the Course *	50%
Classroom Course earlier rescheduled by client	100%
5 working days or less prior to the Course *	100%
Arrival too late or No show	100%

*It is allowed to switch with a colleague. If a Certificate of Participation is prescribed for the practical day, then the colleague must have passed the online theory Exam.

*No costs for the Exam in case of cancellation due to death (personal or first degree), hospitalisation (personal or first degree), sickness (personal) on the condition of article 15.6.

Cancellation scheme Classroom Courses	Cancellation costs
Course Material	
Textbook (if sent in advance) <i>No charges if PlusPort receives the textbook unused and undamaged</i>	100%
Classroom Course	
Up to and including 11 working days prior to Course	No costs
10 working days up to and including 6 working days prior to the Course *	50%
5 working days or less prior to the Course *	100%
Classroom Course earlier rescheduled by client	100%
Arrival too late or No show	100%

*No costs for the Exam in case of cancellation due to death (personal or first degree), hospitalisation (personal or first degree), sickness (personal) on the condition of article 15.6.

Cancellation scheme Textbook & Exam	Cancellation costs
Course Material	
Textbook (if sent in advance) <i>No charges if PlusPort receives the textbook unused and undamaged</i>	No costs
Exam	
Up to and including 6 working days prior to the Exam	No costs
5 working days or less prior to the Exam *	100%
Arrival too late or No show	100%

*No costs for the Exam in case of cancellation due to death (personal or first degree), hospitalisation (personal or first degree), sickness (personal) on the condition of article 15.6.

Cancellation E-learning Training	Cancellation costs	
	Not started	Started
Return e-learning within 10 working days from purchase	No costs	100%
Return e-learning 10 working days or more after purchase	100%	100%

Cancellation E-learning Only Training	Cancellation costs	
	Not started	Started
Return e-learning within 10 working days from purchase	No costs	100%
Return e-learning 10 working days or more after purchase	100%	100%

Cancellation Exams	Cancellation costs
Up to and including 6 working days prior to the Exam	No costs
5 working days or less prior to the Exam *	100%
Arrival too late or No show	100%

*No costs for the Exam in case of cancellation due to death (personal or first degree), hospitalisation (personal or first degree), sickness (personal) on the condition of article 15.6.

- 15.6 The cancellation must be received by PlusPort or their Answer Service (outside office hours) before the start of the Training. In case of cancellation due to death (personal or first degree), hospitalisation (personal or first degree) or sickness (personal) the death certificate, confirmation of the hospitalisation or a medical statement must have been received within 7 days after the cancellation. If the Client or the Course Participant cannot submit this kind of proof within 7 days after the cancellation then the Exam,

the Practical Session, the Training, the Workshop or the Classroom Training cannot be postponed or cancelled free of charge. In this case the cancellation scheme applies.

- 15.7 Different cancellation conditions are applicable to groups, so called in-company or out-company contracts. The applicable conditions are included in the offer.

16 Liability, objection or complaint

- 16.1 PlusPort bv provides a Course to the best of its ability and knowledge and can only be held liable for actual inaccuracies in the performance of which it can be assumed that they should not have occurred departing from the knowledge present at PlusPort bv. PlusPort bv shall not be liable for consequential damages.
- 16.2 The Client and/or the Course Participant is held to fully indemnify PlusPort bv against any and all claims of third parties.
- 16.3 Should PlusPort bv nonetheless be held to pay compensation for damages then the compensation shall never exceed the amount of the invoice.
- 16.4 If the Client and/or the Course Participant intends to object or has a complaint then the Client and/or the Course Participant can submit this in writing in order that misunderstandings in the communication are avoided.
- 16.5 Objections or complaints must be submitted in writing within 2 weeks after performance of the Course, failing which the Client and/or the Course Participant is deemed to agree with the performance.
- 16.6 Possible objections or complaints must be sent by the Course Participant to customersupport@plusport.com.
- 16.7 PlusPort bv only handles objections and complaints sent by email.
- 16.8 After receipt of the written complaint PlusPort bv shall contact the Course Participant within 7 working days.
- 16.9 In addition the provisions set forth in article 10 "Liability" of the General Terms and Conditions are in full force.

17 Dissolution

- 17.1 PlusPort bv can, without being liable to pay any form of compensation, dissolve the agreement with the Client and/or the Course Participant with immediate effect if:
- a. the Client applies for suspension of payment or is declared insolvent, or offers a voluntary arrangement;

- b. the Client and/or the Course Participant does not comply with one or more obligations deriving from the Registration or incompletely or late.
- 17.2 In addition the provisions set forth in article 13 "Duration and Termination" of the General Terms and Conditions are in full force.

18 Applicable law and disputes

- 18.1 The agreements between PlusPort bv and the Client and/or the Course Participant are governed by Dutch Law. Applicability of the Vienna Sales Convention 1980 is excluded.
- 18.2 In addition the provisions set forth in article 16 "Applicable law and disputes" of the General Terms and Conditions are in full force.

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