

## Article 1. Definitions

- a. "Anthago" means the legal entity Anthago B.V.
- b. "Application" means the request for admission under the terms mentioned on the Application form including these Terms and Conditions by the Client in relation to the Participant's attendance of the Study Programme.
- c. "Client" means the invoiced person or legal entity named on the Participant's Application form for the Study Programme.
- d. "Contract" means the written confirmation by Anthago of the admission of the Participant to the Study Programme and any specifically agreed terms between Anthago, the Client and the Participant including these Terms and Conditions.
- e. "Course Material" means all material provided by Anthago to the Participant in relation to the Study Programme.
- f. "Force Majeure" means any cause beyond Anthago's control such as but not limited to, acts of God, fires, floods, earthquakes, storms, explosion, epidemic, quarantine, sabotage, riot, civil commotions, accidents, non performance or delays caused by sub-contractors and the like.
- g. "Tuition fee" means the fee payable by the Client to Anthago in relation to the Participant's attendance of the Study Programme.
- h. "Participant" means the individual for whom the Client has applied to participate in and Anthago has agreed to admit to the Study Programme with a written confirmation of admission.
- i. "Study Programme" means a seminar, course, training programme, coaching programme and/or other form of education organised by Anthago for the Participant to attend.
- j. "Confidential Information" means all information that was not previously known to Client or Participant as applicable or is not in the public domain.
- k. "Personal Data" means any data that relate to an identified or identifiable natural person.

## Article 2. Applicability

- 2.1 These general Terms and Conditions apply to all agreements between Anthago, the Client and the Participant and are an integral part thereof.
- 2.2 Client and Participant accept these general Terms and Conditions. Exclusion of (parts of) these general terms and conditions, amendments and/or supplements thereto, only apply after obtaining the written consent of Anthago.
- 2.3 Unless agreed otherwise, any general terms and conditions of the Client are not applicable. Client's general terms and conditions that apply to a request for Application are not accepted by Anthago and the mere sending of the Application form by Anthago cannot be interpreted as an acceptance of any terms and conditions of the Client or the Participant.

## Article 3. The Study Programme

- 3.1 Anthago may set entry requirements for Participants of a Study Programme, for example in relation to previous education and work experience. Anthago may limit the number of Participants to a Study Programme.
- 3.2 Anthago will use reasonable endeavour to deliver the Study Programme as described. Anthago shall be entitled to adapt the Study Programme at all times and it may alter the timetable, syllabus, location, number of classes, individual(s) teaching or external service providers to the Study Programme and method of delivery of the Study Programme.
- 3.3 Anthago may cancel the Contract by giving the Client notice in writing as soon as possible before the date on which the Study Programme is due to commence. If Anthago cancels the Contract it shall refund the Tuition fee already paid to Anthago.
- 3.4 If the Client or the Participant breaches any terms

of the Contract including these general Terms and Conditions or for reasons of Force Majeure, Anthago may cancel the Contract without cause or prejudice at any time and without an obligation of full refund.

## Article 4. Participant's Obligations

- 4.1 The Participant shall undertake his best endeavours to attend all lectures, workshops, and other practical and theoretical activities of the Study Programme, and contact Anthago if unable to attend or timely attend (any part of) the Study Programme.
- 4.2 During the course of the Study Programme, the Participant shall treat other Participants, staff, Anthago employees, and/or third parties with courtesy and respect. Inappropriate behaviour, such as -but not limited to-: discriminatory or other degrading, hostile or aggressive conduct whether verbal and/or physical toward an individual because of his or her gender, colour, religion, nationality, age, disability or sexual orientation may lead to exclusion of the Study Programme.
- 4.3 The Participant shall not disclose any Confidential Information that the Participant acquires during the course of the Study Programme, and respect and comply with all applicable laws of the country where the Study Programme is delivered.
- 4.4 The Participant is responsible for (timely) obtaining all appropriate and valid documents for the Participant to enter the country where the Study Programme is delivered.
- 4.5 The Participant can be excluded from further participation of a Study Programme if the Participant violates the obligations mentioned in Articles 4.1, 4.2, 4.3 and 4.4 above. Without prejudice to Article 3.4, the payment obligations under the Contract shall remain in force.

## Article 5. Client's Obligations

- 5.1 The Client shall upon receipt of the invoice timely pay the Tuition fee before the Study Programme commences. Until paid in full, Anthago reserves the right to suspend or exclude the Participant from attending in all or any part of the Study Programme.
- 5.2 The Client may cancel Contract without costs by giving Anthago written notice of cancellation at least 45 days before the Study Programme commences. If the Client cancels the Contract less than 45 days before the Study Programme commences, the Client shall have to pay:
  - In case of cancellation 45 to 30 days before the commencement date: 25% of the Tuition fee.
  - In case of cancellation 29 to 8 days before commencement date: 50% of the Tuition fee.
  - In case of cancellation 7 days or less before commencement date: 100% of the Tuition fee.
- 5.3 If Client proposes another Participant to (part of) the Study Programme, the proposed candidate will be subject to the standard admission procedure. If the replacement of the Participant is accepted by Anthago, no cancellation fee will apply.
- 5.4 A Participant cannot be transferred to another Study Programme or another module of a Study Programme once a Study Programme has commenced.

## Article 6 Intellectual Property Rights

- 6.1 The intellectual property rights associated with a Study Programme of Anthago and/or with the Course Material is owned by or licensed to Anthago and/or teacher(s) of the relevant Study Programme.
- 6.2 Without prior written permission of Anthago, Participant and Client may not use or allow others to use the Course Material and/or any part of the Study Programme for other purposes than personal use by the Participant. Participant and Client may not reproduce (any part of) the Course Material in any way and/or make it available to

third parties, without prior written permission of Anthago. Participant and Client will be fully liable for any infringement of intellectual property rights by them of Anthago or licensor's to Anthago.

## Article 7. Personal Information

- 7.1 Client and Participant acknowledge and agree that Personal Data about the Client and the Participant may be processed by Anthago for the purposes for which they have been provided and for purposes determined by Anthago. The Personal Data collected by Anthago on completing the Application and throughout the Study Programme is treated confidential and will be processed in line with local regulations. Client and Participant have statutory rights of access, modification, update and deletion of personal information of Client and Participant and may exercise these rights at all times. Client and Participant hereby explicitly consent to the disclosure of Personal Data by Anthago that is required for the purposes of delivering the Study Programme. If Client and or Participant want to object to this disclosure, or access, modify, update or delete any Personal Data, Client and or Participant should contact Anthago at the following address: Anthago B.V., P.O. Box 82405, 2508 EK Den Haag, The Netherlands. Email: info@anthago.com.
- 7.2 Participant and Client agree that photographs and/or videos may be taken by Anthago during the course of the Study Programme and may include images of Participant and that such photographs and/or videos can be reproduced and distributed by Anthago. Such right shall apply whatever the media used, including but not limited to any process for the reproduction of image, in any of their present and future forms and formats, and to any audiences.

## Article 8. Limitation of Liability

- 8.1 Anthago is not responsible and does not accept liability for any loss or damage to the Client's or the Participant's property in relation to the Study Programme.
- 8.2 Without prejudice to Article 8.1, any and all liability of Anthago, its staff and/or employees for damages incurred further to travelling to, during and further to attending the Study Programme or as a consequence of the Study Programme, whether following from or relating to a breach of Contract attributable to Anthago, its staff or employees and/or an unlawful act and/or any other legal ground, is limited to the amount that has been insured by Anthago. The total liability is anyhow limited to the amount that has been paid for the Study Programme. Client and Participant accept not to file any claim for damages against natural persons, employees, managers, or legal persons that are employed by Anthago, or with whom Anthago has entered into agreements and who may be held partially or in whole liable for the damages incurred. The Client will hold Anthago and the natural persons referred to above - harmless for claims of the Participant that follow from or relate to liabilities under the Study Programme.

## Article 9. Governing Law and Jurisdiction

- 9.1 In the event of a dispute, arising from or relating to these Terms and Conditions or the breach thereof, the parties hereto shall use their best efforts to settle the dispute amicably. If they do not reach a solution within a period of thirty days (30) days, then, upon notice by either party to the other, all disputes, shall be exclusively settled by a decision of an appropriate court in The Netherlands.
- 9.2 The litigation will be exclusively submitted to the courts of The Hague and under Dutch law.

*General Terms and Conditions of Anthago B.V.  
These terms and conditions are also available in Dutch.*