

General terms and conditions

BC Academy B.V.



BC | **Academy**

Inhoud

General terms and conditions

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Definitions

Training institute

BC Academy, located at Uitbreidingstraat 66, 2600 Berchem (Antwerp), registered with the Kruispuntbank voor ondernemingen under number 0735.675.516.

Participant

A natural or juridical person who has registered for a training at BC Academy.

Agreement

The agreement between BC Academy and the Participant for participation in a specific training course.

Trainer

The person in charge of providing the training, appointed by BC Academy.

Preliminary provisions

2.1

These General terms and conditions govern all legal relationships (among other things, non-exhaustive: verbal agreements to collaborate, orders, order forms, proposals, invoices, agreements, deliveries, services, etc. ...) entered into with or carried out by BC Academy, with its registered office at Uitbreidingstraat 66 and with company number 0735.675.516 (hereafter referred to as BC Academy) and the other party in this legal relationship, hereafter referred to as the Participant;

2.2

Unless explicitly deviated from in writing, these General terms and conditions are integrally applicable and binding to the Participant. These General terms and conditions always take precedence over any other possible conditions or provisions of the Participant. By merely ordering and signing the proposal, the Participant agrees to these General terms and conditions.

2.3

BC Academy expressly reserves the right to amend these General terms and conditions at any time, without notifying the Participant personally and without the Participant being able to claim any compensation. On current agreements, however, the general terms and conditions that were applicable at the time of conclusion of the agreement continue to apply.

2.4

Should any provision of these General terms and conditions be wholly or partially invalid, this shall not affect the validity of the other provisions of these General terms and conditions.

Realization, modification and cancellation of the agreement

3.1

An agreement between BC Academy and the Participant comes into effect through registration via the appropriate registration form on the website.

3.2

BC Academy will make every effort to comply with the agreement with the participant. However, BC Academy will be entitled to suspend or terminate its obligations in (among other things, non-exhaustive) the following situations:

- a. The Participant does not appear or does not appear on time at the agreed time;
- b. The Participant fails to pay the requested payment or fails to pay it on time;
- c. The Participant fails to fully comply with all his obligations towards BC Academy in any other way.

3.3

The Participant may unilaterally cancel the agreement at any time by registered letter. Depending on the time at which the cancellation was sent by registered letter, the Participant owes BC Academy the following damages:

- a. For cancellation up to 30 calendar days before the start of the first training day, the Participant owes 50% of the amount due.
- b. In case of cancellation within 14 days before commencement, the full amount (100%) is due.

Complaints

4.1

All complaints (including complaints concerning the proposal, order forms, invoices or services rendered) should, under penalty of inadmissibility, be addressed in writing to BC Academy within eight calendar days after receipt of the proposal, order form or invoice or after execution of the disputed services. The complaint must be fully motivated.

4.2

Invoices that are not protested within the period specified in article 4.1 are deemed to have been accepted in full by the Participant. No complaint regarding an invoice shall entitle the Participant to suspend or postpone payment in full or in part.

Payments

5.1

All invoices must be paid no later than the due date. All amounts not received by the due date shall automatically and without prior notice be subject to interest of 10% per annum on that amount. Furthermore, by operation of law and without prior notice of default, the amount due will be increased by a lump sum damages clause amounting to 10% of the amount still due, with a minimum of EUR 150.00 for administrative and other costs.

5.2

Non-payment on the due date will also by operation of law and without prior notice of default, entail the expiry of any granted discounts or deviating payment terms and the immediate right to pursue all outstanding debts owed to BC Academy.

5.3

The parties agree that between all their mutual claims, there shall be immediate set-off as from the arising of the respective claims, including those not yet certain, expired or due and including all claims that depend on a future condition including also all compensation due for any reason (including damages, expenses or costs) in accordance with the Law of 15 December 2004 on financial securities.

Force majeure

6.1

When force majeure renders the execution of the agreement by BC Academy impossible or unreasonably difficult, BC Academy is entitled to suspend or terminate any execution of the agreement. Force majeure for BC Academy includes in any case, but is not limited to:

- a. work strike, practical or technical impossibility, defects or faults in the equipment whether or not resulting from the actions or omissions of the Participant;
- b. default or continuing default of BC Academy's suppliers;
- c. calamities at BC Academy such as fire, excessive absenteeism of trainers;
- d. traffic impediments;
- e. impeding weather conditions.

6.2

Should the activity, due to force majeure or other reasons related to the safety of the Participant, not or only partially be fulfilled, the Participant has no right to compensation, unless there is intent or gross negligence on the part of BC Academy. BC Academy is not liable when and insofar as it cannot fulfil its obligations due to force majeure (see 6.1). Under no circumstances will BC Academy be obliged to pay any fine and/or compensation for damages.

6.3

Regardless of the cause, each party who would be unable to fulfil any obligation under the agreement shall notify the other party as soon as possible.

Liability

7.1

BC Academy is not liable to the Participant or third parties for direct and consequential damage of any nature whatsoever resulting from the agreement or the services provided by BC Academy, unless there is intent or gross negligence on the part of BC Academy.

7.2

BC Academy's liability is in any case limited to the price as stated in the proposal, order confirmation or invoice.

7.3

The Participant is liable for any damage caused to BC Academy's property.

Secrecy clause & Intellectual rights

8.1

The intellectual property rights to BC Academy's training portfolio are not transferred to the Participant under the agreement.

8.2

Unless agreed in writing at the start of a collaboration between the Participant and BC Academy that aims to create training materials, the materials created will become the property of BC Academy. The Participant shall under no circumstances share with third parties, copy, redistribute, resell or use the material used and/or made available during the creation, or use it to deliver training material himself. This includes, but is not limited to, texts, presentations, training scenarios, scripts, visual material, videos, etc.

8.3

Unless agreed in writing, the Participant shall under no circumstances share with third parties, copy, redistribute, resell or use the material used and/or made available during the training with third parties, or use it to provide training himself. This includes but is not limited to texts, presentations, training scenarios, scripts, visual material, videos, etc.

Processing of personal data

9.1

BC Academy undertakes to comply with the European Regulation 2016/679 (General Data Protection Regulation (GDPR)) and the related Belgian privacy protection legislation regarding the processing of personal data.

9.2

For this purpose, BC Academy refers to the privacy statement on the website <https://brandcompliance.com/en/certification-body/privacy-statement/>.

Trainer

10.1

BC Academy reserves the right to change the designated trainer if this is deemed necessary. The Participant will be informed in a timely manner.

10.2

The Participant agrees with the use of qualified trainers and will notify any objections in writing to BC Academy prior to the training.

Applicable law and competent courts

11.1

These general terms and conditions and all legal relations between BC Academy and the Participant are governed by Belgian law.

11.2

The courts of the judicial district of Antwerp have exclusive jurisdiction for all disputes that might arise from the relations between BC Academy and the Participant, including disputes on the application and interpretation of these General terms and conditions.

We offer training courses in the areas of quality, information security and privacy.

At BC Academy, you are assured of high-quality training. The needs and guidance of our clients are our main focus.

BC Academy

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