



General terms and conditions

Designation

The company **amenity** designates a professional training organization, whose head office is located 4 rue du Château in Tourcoing, France. **amenity** sets up and provides inter-company and intra-company training, as well as individual coaching or group workshops.

Our obligations

1. We are committed to carry out the programs in accordance with the objectives specified with our clients. The client and the consultant undertake to inform all participants and/or operational consultants of these objectives.
2. We are committed to train, coach and advise the participants personally, in accordance with their actual capabilities.
3. We are committed to use a pragmatic, demanding, stimulating and motivating method for the participants.
4. We are committed to absolute discretion where both participants and clients are concerned.
5. We are committed to inform our clients of all circumstances which could impair the success of the program, in accordance with the discretionary statement under Clause 4.

Force majeure

We are committed to strict observance of the agreed dates, except in unforeseeable circumstances when replacement of the consultant is necessary.

Intellectual Property

1. **amenity** reserves all copyrights as well as all other intellectual property rights to all documentation and materials (including software) it provides to the client. The client obtains the non-exclusive right to use the documentation and materials within its organization and only by those participants who are subscribed for the training program at hand. Regarding materials for training courses and/or the results of services **amenity** has developed at the client's special request, **amenity** may grant the client, by additional contract, an exclusive right of use to the materials and/or results.
2. The client may not reproduce, disclose, or modify (part of) the afore mentioned documentation and materials without **amenity**'s prior consent. Without **amenity**'s prior consent, the client may not make visual or audio recordings of (part of) a program.
3. **amenity** guarantees that the materials for training courses, the results of services it has produced and/or the use thereof do not infringe on any intellectual property rights of third parties, and that the use of these materials and/or results does not otherwise constitute a wrongful act towards thirds parties.
4. If **amenity** has produced materials for training courses and/or the results of services after designs, drawings and/or other instructions provided by the client, the client guarantees that using these designs, drawings or other instructions for the production of new materials and/or results does not infringe on the (intellectual property) rights of third parties.

Attendance

1. Attendance on the first training day is mandatory in order to be able to follow the training program in the group in question. In the event of absence on the first training day re-enrolment can take place in a new/other group. For open training courses transfer/cancellation conditions will apply as per Clauses "Transfer terms and conditions for open programs" and "Postponement or cancellation of open programs".
2. The participant remains a member of the group in which he/she started. Changing between groups or catching up missed days in another group is not permitted.



Certificate

As proof of successful participation, we can provide participants with a certificate, dependent on the type of training, under the following conditions:

1. for a training up to three days the participant shall attend all days
2. for a training of four or more days the participant may be absent for one training day
3. the participant has demonstrated concrete results in the form of oral/written reporting
4. the participant has participated positively and actively in the project/program
5. the participant has prepared for the training course in accordance with the assignments issued.

Disclaimer pricing

The fee for the program can change (increase) in the following circumstances:

1. if the appropriate resources (consultants) for the program are not available in the time frame requested by the client
2. if the client postpones a program and therefore the originally planned dates cannot be maintained
3. and if, as a consequence of the aforementioned circumstances, more senior resources need to be put on the program.

Payment

1. Payment is due on the first day of the program or on the first program activity. Due within 30 days of invoice date / 30 days net invoice date.
2. In case client requires a PO order reference, or more PO order references if the client would split the costs (for example splitting the costs for the training and travel expenses), for accepting the invoices from **amenity**, the client is responsible for communicating all PO order references to **amenity** within two (2) weeks after signing the agreement. In case client fails to satisfy any requirements set forth in this clause, the client hereby undertakes to waive all rights from this condition of validation and to process and pay the invoice as provided by the normal payment terms set in article 1.
3. In the event that payment is made by a third party, the client will still be responsible for the final payment.
4. If (specific) local taxes are applicable, the client will inform **amenity** upfront about the (specific) local tax rules.

Travel, accommodation and special material costs

1. Travel costs, travel time, lodging and meals occurred by our training consultants as well as special material costs will be invoiced separately.
 - 1.1. Air travel: these expenses will be invoiced based on effective costs. If the total travel time for a single journey is within three (3) hours from departing point, the journeys are booked in economy. If the total travel time for a single journey is between three (3) and six (6) hours from departing point, the journeys by airplane are booked in economy plus class. Longer journeys by airplane are booked in business class.
 - 1.2. Travel by high-speed trains is booked in business class.
 - 1.3. Taxis, trains, buses, car rental, mileage, accommodation, and meals: these expenses will be invoiced separately based on effective costs. Journeys by car will be charged per kilometer.
 - 1.4. Travel time will be invoiced if the total return travel time exceeds 3 hours (return) per day.
2. The special costs of customized materials (for example for designing, printing, delivery), organization of sessions (conference room, projection equipment, meals, coffee break), translations of customized documents / materials are not included and will be calculated on request.
3. Payment of travel and accommodation costs as well as possible special material costs is due within 30 days of invoice date.



Cancellation terms and conditions for all programs

In the event of cancellation of a program, in whole or in part, by the client the following fee is due:

1. between eight and four weeks before the start of the program: 50% of the fee
2. later cancellation: the full fee.

In the event of cancellation of a program by **amenity** the fee already paid by the client will be paid back.

Postponement terms and conditions internal programs

1. Our clients undertake to inform us at least four weeks in advance of any change in the agreed dates and times.
2. After this period, for every postponement supplementary invoicing will take place equivalent to 50% of the fee of the activity.
3. Postponed days must take place within 60 days. Any postponed day not rescheduled will be viewed as cancellation and cancellation fees will be charged based on the initial postponement notification day.
4. Only one postponement is allowed per training day. After the first postponement, cancellation rules will apply.

Transfer terms and conditions for open programs

1. An enrolment can be transferred by the client free of charge to another training course up to six weeks before the first training day, under the condition that the new training course for which enrolment is made starts within one year after the date of transfer.
2. In case of transfer within the period of six weeks before the first training day, 100% of the fee is charged for the training course for which enrolment initially took place. For enrolment for the new training course the following fee is charged:
 - 2.1. when transferring between six weeks and one week before the start of the training: 50% of the fee of the new training course
 - 2.2. when transferring later or in the event of absence on the first training day: 100% of the fee for the new training course.
3. Up to two weeks before the start of the training the client can enroll a substitute of the same job grade for the original training course free of charge.

Postponement or cancellation of open programs

If the number of participants for open training courses is not enough to reach the minimum required number for a training group, **amenity** undertakes to inform the client and to discuss the alternatives at the latest three weeks before the first training day, with one of the following options:

1. Postpone the start of the training by one or two training days and plan one or two new days at the end of the training.
2. Cancel the training. If possible an alternative training or different location will be offered. In case of cancellation by **amenity** any paid training fees will be paid back to the client.
3. No indemnification is due to the client for postponement or cancellation occurred as per this Clause 16.

Liability

1. In concluding an agreement for the performance of work, **amenity** assumes a best endeavors obligation towards its client rather than an obligation to guarantee a certain result. **amenity** will not be liable for any loss incurred as a result of incompleteness or inadequacy of any information provided by or on behalf of the client. Liability is accepted only for loss that is the direct result of breach in the performance of the agreement for which **amenity** is attributable, and only if and insofar as the loss could have been



prevented by means of normal professional skills and normal attentiveness and professional conduct. **amenity** maximum liability will be limited to the fee for the assignment in question but will not exceed the amount insured under its corporate liability insurance.

2. **amenity** can refuse her services without any liability when the client or the location for the service is part of sanctions imposed by the UN Security Council, the European Union (EU) or individual states, as well clients or locations who are part of a European Council Regulation for autonomous measures.

Governing law and competent court

1. All legal relationships between **amenity** and the client are subject to the local law of the specific **amenity** entity who is participating as a party in the agreement(s) or be the delivering party for the services / program.
2. **amenity** and the client shall attempt to settle any dispute arising from, or in connection herewith, gently and amicably. Disputes between **amenity** and the client are exclusively tried by the competent judge in Lille, France, except if **amenity** as petitioner or petitioning party opts for the competent judge in the place of residence or business of the client.