



General Terms and Conditions of the Dutch Association of Cost Engineers (DACE)

Article 1 Definitions

In these general terms and conditions, the following terms shall be defined as follows:

- a. DACE: the Dutch Association of Cost Engineers (DACE), hereafter referred to as: DACE.
- b. Participant: the natural person who signed up for one of DACE's training programmes.
- c. Registration: the participant notifying DACE in writing that he wishes to follow a training programme. This notification shall be considered an offer to DACE to sign up for a training programme and an acceptance of these general terms of conditions.
- d. Registration: DACE's initiative as a result of which the participant's offer is accepted by DACE.
- e. Tuition: the amount that the participant must pay DACE in order to follow the training programme.
- f. Training programme: the open registration offer of one of DACE's courses, (further) trainings, methods, masters etc., not funded by the authorities, hereafter separately referred to as: the training programme.
- g. Course material: Readers, brochures, guides, applications, digital access to course material and other material required in order to transfer knowledge and apply this knowledge during the training programme.

Article 2 Applicability

1. These general terms and conditions apply to all the agreements that the participant and DACE have signed together, involving participation in a training programme.
2. Deviations from these terms and conditions shall only be binding if and insofar they have been agreed upon in writing.

Article 3 Application and registration

1. One may only apply for one of DACE's training programmes using the application form.
2. Registrations shall be processed in the order they were received.
3. By application, the participant agrees to these terms and conditions as well as the tuition applicable at that time.
4. Application shall be considered to be accepted after DACE has confirmed the registration to the participant in writing or by email. This confirmation shall serve as the proof of registration.
5. In case of excess demand, a waiting list shall apply. Candidates on hold shall have priority for admission to the upcoming training programme.
6. DACE may dismiss the participant's registration, stating the reason(s).
7. Further specific conditions may be set to the participant of a training programme such as the entry level and compulsory attendance, etc.



Article 4 Cancellation by the participant

1. The participant undertakes to pay the tuition, unless agreed otherwise.
2. The participant may cancel registration in writing prior to the commencement of the training programme. The date of receipt is decisive for the cancellation.
3. The decision not to participate comes with the following cancellation charges:
 - . 50% of the total tuition indebted upon cancellation between two weeks and 6 weeks prior to the commencement of the training programme;
 - . 100% of the tuition upon cancellation as from two weeks prior to the commencement of the training programme.

Article 5 Cancellation by DACE

1. DACE may cancel a training programme prior to its commencement, in case DACE believes the number of registrations is insufficient.
2. Participants shall be notified without delay and they shall be entitled to a refund of the tuition and the examination fees they have already paid.
3. DACE is not liable for any costs of course material purchased in advance nor for any other costs incurred.

Article 6 Participation in the training programme

1. Participation in a training programme is only permitted during the duration of the study programme for which registration has taken place.
2. Those unable to attend the study programme, may continue participation on a different date upon written request and provided DACE's board has given its consent.
3. The participant may have another person attend the study programme on his behalf, provided this person meets the admission requirements and provided this has been communicated with DACE's board in writing and prior to the commencement of the training programme.

Article The course material

1. DACE is entitled to change the programme, location, contents of the training programmes and the training team.
2. If trainers are not available, DACE shall invest best efforts to find replacement as soon as possible.
3. Course material shall only be provided after the tuition has been paid.

Article 8 Tuition and examination fees

1. Tuitions and any examination fees are mentioned in the training brochure and/or on DACE's website; subject to printing and typing errors.
2. After registration, the participants shall receive an invoice to pay the tuition. If the application is also signed by a company or organisation, then the invoice shall be sent to the co-signatory. (Co-)signing the application leads to joint and several liability for payment of the tuition.
3. After DACE has received the tuition, the participant may follow the training programme.
4. After DACE has received any indebted examination charges and/or retake charges, the participant may (re)take the examination in question.



Article 9 Payment

1. Unless agreed otherwise in writing, the participant shall pay the tuition prior to the commencement of the training programme, without a discount, settlement or setoff.
2. If the participant fails to pay the tuition within the agreed term of payment, then he shall be in default solely due to the expiry of the term, without a demand or notice of default being required.
3. In such case, the participant shall be indebted the statutory interest as of the date upon which he failed to make the payment, without prejudice to DACE's authority to claim the outstanding instalments forthwith, if an instalment is involved.
4. The participant shall also be indebted the judicial as well as extrajudicial expenses that must be incurred for the collection. The extrajudicial costs are 15% of the amount claimed with a minimum amount of €150 excluding VAT.

Article 10 Examinations and certification

1. If the participant has successfully attended the training programme, he shall receive a certificate or diploma.
2. Diplomas, certificates and statements of attendance shall be presented in the manner described in the programme information.

Article 11 Intellectual property

1. DACE is the owner of the intellectual property rights to the course material provided to the participants. The course material shall not be reproduced nor disclosed, without DACE's prior written consent.
2. DACE is authorised to archive the products that he participants have developed during the training programme in order to evaluate the participants and to monitor the quality of the study programme.
3. The disclosure of the products developed by the participants shall not take place without the participants' prior written consent. Dace, however, may use these products anonymously.

Article 12 Personal data protection

1. Data provided by the participants shall be entered into DACE's records. These data shall be used for sound customer management and business operations and also for registering the participants and sending the course material.
2. DACE may use participants' address details to send information about DACE's activities or activities provided by cooperation partners.
3. Without the participants' written consent, DACE shall not share any information about training progress with third parties.
4. The participants are entitled to access and improve their own data.
5. If participants no longer wish to receive any information, they may notify DACE's department in question.



Article 13 Liability

1. DACE shall not be held liable for any inaccuracies in the course material offered.
2. DACE shall not be held liable for any damage the participant may suffer for whatever reason in connection with the training programme, unless in the case of DACE's intent and/or gross negligence.

Article 14 Complaints procedure

1. If participants have any complaints, then they may address DACE's board within 30 days and in writing after the complaint has been made, supported by reasons.
2. The board shall state its position supported by reasons within 30 days and in writing regarding the complaint submitted; upon request, the board shall give the complainant the opportunity to be heard. In exceptional cases, the term mentioned may be extended.

Article 15 Applicable law and competent court

1. All training programme participation agreements are governed by Netherlands law.
2. All disputes arising from these agreements shall be presented to the competent court in the Netherlands.