



**THE SCHOOL OF LIFE AMSTERDAM
FREDERIKSPLEIN 54
1017 XN AMSTERDAM
KVK: 60096136**

**TEL: +31 20 22000 80
MAIL: ORGANISATIONS@THESCHOOLOFLIFE.COM**

TERMS AND CONDITIONS of THE SCHOOL OF LIFE PROFESSIONAL

The School of Life Professional is the department of The School of Life Amsterdam that offers workshops, intensives, courses, events, symposia, and other educational programs in the broadest sense related to one's 'work', either tailored to your needs or as part of our general offerings.

Article 1: Applicability of General Terms and Conditions

- 1.1 These general terms and conditions apply to all offers, quotations from, and agreements with The School of Life Professional, unless expressly agreed otherwise in writing.
- 1.2 Any purchasing conditions or pre-printed terms accompanying an order are explicitly not applicable to the services of The School of Life Professional unless agreed upon in writing.
- 1.3 If any provision in these general terms and conditions is declared void or is annulled, the remaining provisions of these general terms and conditions shall remain fully effective, and the parties shall enter into consultation regarding a replacement provision, taking into account the objective and scope of the void or annulled provision as much as possible.
- 1.4 Every offer from The School of Life Professional is non-binding, provided that all offers are valid for 30 days from the date of the offer, unless otherwise stated. The School of Life is only bound by an offer if its acceptance by the customer occurs in writing within the validity period of the offer.

Article 2: Custom Program

- 2.1 In-company courses, talks, workshops, or other educational programs in the broadest sense ("Custom Program") agreed upon in mutual consultation with the customer shall proceed unless canceled by the customer. In such case, the cancellation policy as per Article 4 of these General Terms and Conditions shall apply.
- 2.2 Custom Programs can only be modified with the consent of the customer.

Article 3: Obligations

3.1. An agreement concluded with The School of Life Professional entails an obligation of best efforts, not a guarantee of results, whereby The School of Life Professional is obliged to fulfill its obligations with due care and expertise.

3.2. To the extent that The School of Life Professional depends on information from, or cooperation by, the customer for the proper performance of its obligations, the customer shall provide this information in a timely and complete manner. If the information is not provided after a friendly reminder by The School of Life Professional, it is released from its obligations regarding that part of the program, and this part will not be executed, with no refund of payment.

3.3. The customer is obliged to provide all requested data and documents in a timely manner and is responsible for the accuracy, completeness, and reliability of this information.

3.4. The School of Life Professional determines the manner in which the agreement is executed, including the right to have certain activities carried out by third parties without prior notice and explicit consent from the customer.

Article 4: Cancellation & Rescheduling

Cancellation

A booked activity can only be cancelled or rescheduled to another date in writing and before commencement. In case of cancellation, The School of Life is entitled to charge the following costs to the Client:

- Upon cancellation within three months prior to commencement: €155,- administration/cancellation fee;
- Upon cancellation within six weeks prior to commencement: 50% of the price;
- Upon cancellation within three weeks prior to commencement: 100% of the price.

Rescheduling

- Rescheduling activities incurs no costs if the rescheduling takes place up to six weeks (42 calendar days) prior to commencement.
- In case of rescheduling by the Client between six to three weeks prior to commencement, The School of Life may charge up to 25% of the agreed fees to the Client.
- In case of rescheduling within three weeks prior to commencement, The School of Life may charge up to 50% of the agreed fees to the Client.

Article 5: Duration of the Agreement

5.1. If the agreement concluded with The School of Life Professional concerns the repeated delivery of the same service, the agreement is deemed to have been entered into for a duration of one year unless expressly agreed otherwise. All further agreements for Custom Programming are entered into for the duration of the service to be provided.

5.2 If either party materially fails to fulfill its obligations under the agreement and, after being expressly notified by the other party, fails to fulfill these obligations within a reasonable period of time, the other party is entitled to terminate the agreement without being obliged to pay any compensation to the defaulting party. The services provided up to the termination will be paid for as agreed upon.

5.3. Any deadlines specified in the agreement are approximate and not firm deadlines. Exceeding such a deadline will be remedied by setting a new reasonable deadline.

Article 6: Prices, Invoicing, and Payment

6.1. All prices stated by The School of Life Professional are exclusive of VAT, unless expressly stated otherwise.

6.2. Catering and other accommodation costs are not included in the training price, unless expressly stated otherwise. Study materials and venue costs, however, are included in the quotation if they are not organized at the client's location.

6.3. Custom programs are invoiced by The School of Life Professional immediately after the order has been placed, unless otherwise agreed upon in the order. Payments must be made within fourteen (14) days from the date of the invoice, in Euros, to the bank account specified on the invoice and without any right to discount or setoff. In case of non-payment or partial payment, the client is immediately in default without any further notice of default or summons being required, and statutory interest is due on the outstanding amount from that moment until full payment, along with reminder costs and all collection costs, with a minimum of EUR 200,-.

6.4. In case of late or incomplete payment, The School of Life Amsterdam may suspend or cancel the relevant activity.

6.5. In the event of a cancellation as described in article 4, a refund will be made within 14 days.

Article 7: Intellectual Property

7.1. All intellectual property rights in the products and/or services developed by The School of Life Professional, as well as the presentations and other materials developed by The School of Life, are owned by The School of Life. This also applies to The School of Life's logo, trademark, trade name, and domain name, as well as the design, operation, images, and sounds on The School of Life's website.

7.2. The customer is not permitted to provide, reproduce, disclose, modify, or exploit materials developed for the program without the prior written consent of The School of Life Amsterdam.

7.3. The School of Life Professional reserves the right to use the knowledge gained from an agreement for other purposes, provided that no confidential or customer-identifiable information is disclosed to third parties.

7.4. The School of Life Professional, the customer, and the participants are obligated to maintain confidentiality of all confidential information obtained from each other or from other sources in connection with the agreement. Information is considered confidential if it has been communicated by the other party or if it arises from the nature of the information.

7.5. In certain cases, filming and/or photography may occur. Recordings may be made available to the public via the website or other means.

7.6. Neither party is permitted, during the execution of the agreement or within one (1) year after termination of the agreement, to employ or engage individuals involved or previously involved in the execution of an agreement with the other party or to negotiate with such individuals for employment or engagement, except with the prior written consent of the other party.

Article 8: Complaints

A complaint regarding a program and/or an invoice amount must be reported in writing within fourteen (14) days. A complaint does not suspend the obligation to make payment.

Article 9: Liability

9.1. During all activities of The School of Life Professional, both direct and indirect, the customer is personally liable for any damage caused to goods, properties, and buildings belonging to The School of Life Professional or third parties, as well as to individuals, even if there is no intent.

9.2. The School of Life Professional is not liable for damage, loss, theft, or damage to property, goods, and money, or for personal injury, regardless of the cause, arising during the program.

9.3. The liability of The School of Life Professional for damage directly resulting from a failure attributable to The School of Life Professional is limited to cases of intent or gross negligence on the part of The School of Life Professional. If The School of Life Professional is liable for damages, the compensation is limited to a maximum of 50% of the agreed total price of the agreement.

9.4. Any claims must be reported to The School of Life Professional within three (3) months after the discovery of the damage, failing which the rights are forfeited.

9.5. The School of Life Professional is entitled to cancel a program at its own discretion if necessary. The School of Life Professional is not liable for any consequential damages resulting from such cancellation, in any form.

9.6. The School of Life Professional reserves the right to refuse entry to individuals for appropriate reasons.

9.7. In case of reduced validity, the customer must call in advance to inquire about the possibility of participating in the respective activity. Failure to do so renders the customer responsible for the consequences.

Article 10: Force Majeure

10.1 If The School of Life Professional is unable to fulfill its obligations under the agreement, or unable to do so in a timely manner, due to a non-attributable shortcoming including, but not limited to: illness of employees, disruptions in the computer network, or stagnation in normal operations, these obligations will be suspended until such time as it is able to fulfill them, without The School of Life being in default with regard to the fulfillment of those obligations and without being liable for any damages.

10.2 If the situation described in article 10.1 occurs and the suspension lasts for more than three (3) months, the customer has the right to terminate the agreement in whole or in part.

Article 11: Applicable Law and Choice of Forum

11.1 Dutch law applies to all agreements between the customer and The School of Life Professional.

11.2 Any disputes arising out of or in relation to the agreement between the parties shall be submitted to the competent court in Amsterdam.

Article 12: Customer Registration and Privacy

12.1. The customer promptly informs The School of Life Professional of any changes in the organizational and/or personal data of the contact person.

2.2. The School of Life Professional uses the personal data received from the customer and/or its employees for its customer administration, granting access to products of The School of Life Professional, as well as to inform them about The School of Life products and/or services in accordance with its Privacy Policy. The customer has the right to object to further receipt of this information by using the "unsubscribe" link in the newsletter and to request access to this data via amsterdam@theschooloflife.com.

Amsterdam, January 2024