

Article 1 – Definitions of the General Terms and Conditions

In the general terms and conditions, the following definitions apply:

1.1. Training: training, education, course, workshop, coaching, or any other meeting aimed at transferring knowledge and/or skills.

1.2. Client: the natural or legal person with whom an agreement concerning a training has been concluded.

1.3. Participant: the natural person who participates in a training.

Article 2 – Applicability

The general terms and conditions apply to all offers, general offers, agreements, and (legal) actions between AIMMS academy/TheoCheM BV and the client/participant.

Article 3 – Registration and Payment

3.1. A person can register for a training by AIMMS academy/TheoCheM via the registration form on the www.aimms.nl website.

3.2. If a person takes an option on a training, this is a non-binding reservation for both AIMMS academy/TheoCheM and the person. No rights can be derived from an option on a training.

3.3. If AIMMS academy/TheoCheM accepts the registration, it will be confirmed in writing. This establishes the agreement regarding participation in the training.

3.4. The client/participant has taken note of the general terms and conditions upon the conclusion of the agreement.

3.5. AIMMS academy/TheoCheM will invoice the participation costs. The invoice must be paid within 30 days of the invoice date or before the start of the training, whichever one comes first. The only exception to this is a written confirmation from AIMMS academy/TheoCheM in which installment payments are agreed upon.

3.6. The client is obligated to reimburse AIMMS academy/TheoCheM for reasonably incurred legal and extrajudicial collection costs in case of late payment.

Article 4 – Cancellation, Prevention, and Change

4.1. After receiving your registration, a reflection period of 14 days applies. Within this period, you can cancel the agreement without giving any reason. After this reflection period, it is no longer possible to cancel the agreement without costs. If the start of the course, training, or workshop falls within this 14-day reflection period, the participant waives the 14-day reflection period. The participant agrees to this.

4.2. Cancellation by participants must always be done in writing. Depending on when AIMMS academy/TheoCheM receives the written cancellation, the following cancellation fees will be charged:

1. Until 01-09-24: full refund
2. Until 01-11-24: 75% refund
3. After 01-11-24: no refund

4.3. If the participant is unable to attend the entire training, replacement by another person is possible, provided that this person is registered with AIMMS academy/TheoCheM no later than 7 days before the start of the training.

4.4. AIMMS academy/TheoCheM has the right to refuse the participation of a participant for a clear reason. AIMMS academy/TheoCheM will then refund the participation costs of the unused training days to the client within 14 days.

4.5. AIMMS academy/TheoCheM has the right to cancel a training. When the number of participants is too low to have a fruitful course, AIMMS academy/TheoCheM will cancel the course no later than 6 weeks before the start. The course fee will be reimbursed within three weeks after cancellation.

4.6. AIMMS academy/TheoCheM has the right to change the start time, date, or location of a training.

Article 5 – Trainer Replacement

AIMMS academy/TheoCheM ensures that at least one trainer is present during a training. AIMMS academy/TheoCheM is at all times entitled to replace a trainer with another trainer.

Article 6 – Liability/Complaint Procedure

6.1. AIMMS academy/TheoCheM endeavors to provide the training to the best of its knowledge and ability.

6.2. AIMMS academy/TheoCheM is only liable to the client/participant for damage that is the direct result of intent or deliberate recklessness, but only up to the amount of the training costs per incident, with a series of related incidents considered as one.

6.3. AIMMS academy/TheoCheM is not liable for indirect damages such as consequential damages, lost profits, and damages due to business interruption.

6.4. AIMMS academy/TheoCheM is not liable if the client, participant, or a third party can claim compensation from an insurance company.

6.5. Dutch law applies to the agreement and the relationship with the client/participant. Disputes arising from the legal relationship are submitted exclusively to the Dutch court for assessment.

6.6. No rights can be derived from the content of a brochure or website text.

6.7. If the client/participant has a complaint about AIMMS academy/TheoCheM, its staff, or persons working for AIMMS academy/TheoCheM, we would like to hear it via academy@aimms.vu.nl

Article 7 – Confidentiality and Privacy

Information provided by the client/participant is treated confidentially by AIMMS academy/TheoCheM, its staff, and persons working for AIMMS academy/TheoCheM. AIMMS academy/TheoCheM complies with the applicable privacy legislation.

Article 8 – Intellectual Property

8.1. Without the explicit written permission of AIMMS academy/TheoCheM, the client/participant is not entitled to publish, exploit, or reproduce in any way data from and/or parts and/or extracts of the provided training material.

8.2. The intellectual property of the training material belongs entirely to AIMMS academy/TheoCheM.