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Terms and conditions

Terms and Conditions CutaneoUS group

Article 1. Definitions

In the following:

Registration: the registration of a Participant for a Training in which an agreement is entered into to receive education.

Participant (s): the persons specified by the Client, or the persons who register for participation in a Training provided by the Netherlands Ultrasound Academic Academy (NEAc).

Educational material: training, teaching or instruction material, documentation, lecture notes, syllabi or any other material in any form that is used for the execution of a Training or Assignment.

Order:

the assignment of a Client to CutaneoUS group to provide training, whether or not for the staff of the company or institution concerned;

the assignment from the Client to the CutaneoUS group to the production and delivery of Educational Material in any form whatsoever;

the assignment to provide services, such as advice, secondment and examination, all in the broadest sense of the word.

Client: every company, institution or private individual who negotiates with the CutaneoUS group about providing an Assignment or has awarded an Assignment to the CutaneoUS group.

Training (s): a training course, training, retraining, refresher training, study or theme day, workshop or any other form of training provided by CutaneoUS group.

In principle, a program is (also) indicated by the name "In Company" or "open". An "In Company training" is understood to mean a course that is entirely commissioned for a client and in a closed circle for the (group of) participants to be designated by the client. An "open training" is defined as a course for which registration for every interested open state".

CutaneoUS, DUS guide are owned by the CutaneoUS group.

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Article 2. Applicability

2.1 All offers and quotations from the Netherlands Ultrasound Academic Academy (NEAc) and to all agreements concluded by CutaneoUS group towards persons acting in the exercise of a profession on the company, are the general terms and conditions included in this section A apply insofar as has not

been deviated from by written agreement, as well as the NRTO General Terms and Conditions for Profession and Company for Training and Training.

2.2 By Application or by providing an Assignment Participant and Client accept the applicability of these conditions. The applicability of the general terms and conditions of the Client and / or Participant, however named, is hereby explicitly rejected.

2.3 If the Client ensures the Registration of the Participant, the Client undertakes to inform the CutaneoUS group of these general terms and conditions to Partner and to impose it. The Client indemnifies the CutaneoUS group against all claims of the Participant, as the CutaneoUS group can not invoke the provisions of these general terms and conditions on account of the Client's breach of the aforementioned obligations.

Article 3. Changes

3.1 For In Company programs, after instructing our program specification to the Client, the Client has one work week to make changes free of charge. After this week, the CutaneoUS group is entitled to charge € 50.00 per administration.

3.2 All statements of and / or statements about the services and products, such as the duration of the Training, the scope and technical execution of the Teaching Material or other works, to the best of the knowledge of the CutaneoUS group, may reasonably deviate.

3.3 Errors of a minor nature in the Teaching Material or other works produced by the CutaneoUS group can not be grounds for rejection of the project, refusal of delivery or change of the agreed price.

3.4 The Dutch Ultrasound Academy reserves the right to cancel the assignment up to 2 weeks before the start of the assignment without giving any reason. The already paid course fee will be returned to the clients. Clients can not derive any other rights from this

Article 4. Prices

4.1 All prices are exclusive of VAT, unless explicitly stated otherwise. CutaneoUS group is entitled to pass on any change in the VAT rate to the Client and Participant.

4.2 In case of an open registration, course materials (unless otherwise stated), coffee, tea and lunch are included in the prizes. The prices are exclusive of PRegistration, external exam fees, dinners, private refreshments, accommodation and breakfast. If, after one year after completion of the study program, course participants re-request the diploma, proof of participation or a declaration of participation, the CutaneoUS group will charge € 60, - administration costs. If you want to receive your teaching materials abroad, we charge € 10 extra for shipping costs.

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4.3 Depending on the level of the Participants, of interim adaptations of the subject matter to be treated and / or interim adaptation to the specific circumstances that could not reasonably have been foreseen in advance, the actual duration of the execution of the Assignment or the Training may be shorter or longer. failure than the CutaneoUS group had indicated.

4.4 Changes to or from an Assignment may result in the agreed price and / or original planning and delivery time being adjusted. These changes do not provide grounds for dissolution. If the Client informs the Netherlands Ultrasound Academic Academy (NEAc) of a request to change the agreed Training, the CutaneoUS group will indicate to the Client the consequences thereof, whereby in any case the minimum reimbursement of costs will apply. If the change is requested in the period from six to three weeks before the start of the Training, the Client will owe a surcharge of 5% of (the part concerning the changes of) the agreed reimbursement for the Training. If the change is requested in the period from three weeks prior to the execution of the Training up to the start of the Training, the Client will owe a surcharge of 10% of (the part relating to the modification of) the agreed reimbursement for the Training.

Article 5. Delivery, delivery time

5.1 All delivery periods stated by CutaneoUS group have been determined to the best of its knowledge on the basis of data that were known to it at the conclusion of the agreement. The delivery periods will be observed as much as possible, but can not be regarded as a deadline, unless explicitly agreed otherwise in writing.

5.2 CutaneoUS group is not bound by delivery terms that can no longer be realized due to unforeseen circumstances that occurred after the conclusion of the agreement. If there is a threat of exceeding any term, the CutaneoUS group and the Client will submit this as soon as possible.

Article 6. Payment

6.1 Unless expressly agreed otherwise, Client or Participant must pay invoices within thirty days of the invoice date.

6.2 In the event of an open registration, the Participant will receive the invoice before the start of the (first) meeting at the address indicated on the registration form. The invoice must be paid within fourteen days of the invoice date. In the event of overdue payment, the costs associated with collecting the amounts due will be borne by the Participant or his organization as stated under the billing address on the application form.

6.3 If payment is not made on time, Client or Participant is in default without further notice of default being necessary.

6.4 Without prejudice to their other obligations, the Client or the Participant will owe legal interest on the outstanding amounts from the due date of the invoice until the day of full payment.

6.5 All costs that the CutaneoUS group must make in order to collect the amounts due to it are at the expense of the Client or the Participant. These costs amount to at least 10% of the amount due with a minimum of € 115, -

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6.6 The CutaneoUS group always has the right to demand security for the payment both before and after the conclusion of an agreement. This applies under suspension of the execution by the CutaneoUS group of the agreement until certainty has been provided and / or (full or partial) advance payment has been received by the CutaneoUS group.

6.7 Reservations apply as a service commitment. No claim can be made on course locations without the payment being paid. If paying students are hired, they have priority over the verbal or written promised reservation.

Article 7. Participants, Lessons, Educational material

7.1 Admission of a Participant on the basis of the admission standards issued by the CutaneoUS group does not guarantee that the Participant will successfully complete or complete the Training. If a Training is organized in collaboration with a Client, the selection of Participants is in principle left to the Client. In doing so, it will comply as much as possible with admission standards from the CutaneoUS group.

7.2 CutaneoUS group has the right to exclude Participants who, due to their behavior or otherwise, prevent the normal course of the Course from taking part in the Training. Exclusion does not affect any obligation to pay the agreed fee for the Training.

7.3 Subject to force majeure, strict compliance with the specified teaching dates and teaching times is strictly observed. CutaneoUS group is not obliged to repeat lessons for Participants who were prevented from attending. The payment of missed lessons remains due.

7.4 In principle no duplicates of educational material are made available. CutaneoUS group may make exceptions to this in its own opinion, in cases in which this occurs equitably on the grounds of exceptional circumstances. In such a case, the duplicates will be provided against payment.

7.5 The Client undertakes to inform employees of the CutaneoUS group who carry out work on the Client's premises within the scope of the agreement in advance about possible dangers that the activities of the Client's company can bring. Furthermore, the CutaneoUS group, or at least its employee (s), must be sufficiently informed of the measures taken by the Client to reduce the aforementioned dangers and to prevent accidents.

Article 8. Intellectual property rights

8.1 The copyright and / or any other intellectual property right on the Educational Material produced by CutaneoUS group or any other work arising from or related to an Assignment or Training, is vested in the CutaneoUS group and / or its licensors, unless parties have explicitly agreed otherwise in writing.

8.2 The Client and the Participant may only use the Educational Material manufactured and / or made available by the CutaneoUS group for any other purpose. Without the prior written permission of the CutaneoUS group it is not allowed to:

To reproduce and / or publish educational material or any other work in whole or in part by means of printing, photocopying, microfilm, image plate, magnetic disc or tape, storage in a third party accessible viewing system, or in any other way electronically, mechanically or otherwise.

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Transfer or sell educational material or any other work to third parties, or make them available in whole or in part in any other way.

Article 9. Liability, company details

9.1 The liability of the CutaneoUS group, of the staff members of the CutaneoUS group and of the persons for whom the CutaneoUS group is responsible and / or liable, for indirect damage, including consequential damage (including including delay damage, and loss of profit), is excluded in all cases, except insofar as there is intent or gross negligence of the NEA. The liability of the CutaneoUS group, of the staff members of the CutaneoUS group and of the persons for whom CutaneoUS group is responsible and / or liable, for direct damage attributable to her, is in all cases limited to at most the invoice value of the part of the agreement from which the liability ensues.

9.2 CutaneoUS group accepts no liability for damage to (personal) property of Participant or Client.

9.3 All Teaching Material or other work developed and / or compiled by CutaneoUS group, arising from or in connection with an Assignment or Training, has been carefully compiled to the best of its knowledge. However, the CutaneoUS group and authors can in no way guarantee the correctness and completeness thereof. CutaneoUS group and authors therefore accept no liability whatsoever for damage, of whatever nature, which is the result of actions and / or decisions based on the materials and works in question.

9.4 During a Training, lecturers and fellow Participants regularly provide practical tips, ideas and possible solutions for (problems in) practice. Although the teacher ensures that these recommendations / recommendations are as sensible and meaningful as possible, the CutaneoUS group and the lecturer can in no way guarantee the correctness or completeness of these recommendations / recommendations. The CutaneoUS group and the teachers therefore accept no liability for damage of any kind whatsoever resulting from actions and / or decisions based on the aforementioned recommendations / recommendations. Participants are strongly advised not to use these recommendations / advice in isolation, but to rely on their own professional knowledge and experience and (have to) check any recommendations that may be used before they are applied to the practical situation.

9.5 If the Client makes available drawings, models or other instructions in the broadest sense of the word for the development and / or composition of Educational Material or other works, the Client shall assume the full responsibility and liability for the production of the Teaching Material or the other works no intellectual property right of third party is affected or any other right is violated. The Client will indemnify the CutaneoUS group against all third-party claims on that basis.

9.6 CutaneoUS group undertakes to carefully store all company details provided by the Client. This information will not be issued by the CutaneoUS group to third parties for inspection or use unless after prior consultation with the Client. Any information provided by the Client and / or Participant to the CutaneoUS group will be freely available to the CutaneoUS group, unless otherwise agreed in writing.

9.7 The participant must observe the safety instructions and standards given on behalf of the CutaneoUS group. In the event of refusal by the Participant, the consequences of this will be entirely for the Participant.

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Article 10. Cancellation

10.1 In case of insufficient Registration for a Training, illness of a teacher or at the last moment unavailability of the location, CutaneoUS group always has the right to cancel a Training up to one week prior to the course.

10.2 Cancellation of a Training by the Client or Participant can only be done in writing and preferably by registered mail. The date of the postmark is the notice period of the cancellation. The written confirmation of the CutaneoUS group is valid as proof of the cancellation. The planned starting date of the Training is the starting point for the cancellation process.

10.3 For In Company Training, in which or not parts of the Training or Educational Material must be produced, in case of cancellation more than 6 weeks before the start date 20% of the fee for the Education will be charged. From six weeks to three weeks before the start, half of the training fee is due. Full compensation is due if less than three weeks before the start of the Training is canceled.

10.4 For Open programs, the Client or Participant can cancel free of charge up to six weeks before the start of the Course. From six weeks to three weeks before the start, half of the training fee is due. Full compensation is due if less than three weeks before the start of the Training is canceled.

10.5 The Dutch Ultrasound Academy has the right not to accept a Registration without being obliged to pay compensation for damage or costs.

10.6 In case of cancellation of open programs and/or incompany trainings, the mandatory online purchase of any kind of preparation eLearning modules will not be refunded.

Article 11. Dissolution

11.1 CutaneoUS group can, without being liable to pay any compensation, terminate the agreement with Client by registered letter with immediate effect and without judicial intervention, if:

Client requests suspension of payment or his bankruptcy or is declared bankrupt, or offers an agreement outside bankruptcy, or is seized on any part of his assets;

Client ceases its activities, ceases to pursue its statutory purpose, decides to liquidate, otherwise loses its legal personality;

Client or Participant fails to comply with one or more obligations arising from the agreement, fails to do so on time or improperly and does not cancel this negligence within 30 days after CutaneoUS group has given notice by registered letter.

11.2 The foregoing provisions do not affect the other rights vested in the Netherlands Ultrasound Academy (NEAc), such as those for claiming performance and / or compensation.

The General Terms and Conditions for Consumers for Private Vocational Education and Training apply to all quotations and offers from the CutaneoUS group and to all agreements concluded by CutaneoUS group towards consumers. These NRTO conditions can be found on the website of CutaneoUS group. CutaneoUS group endorses the NRTO Code of Conduct for Consumers.

Article 12. Reporting imperfections

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12.1 CutaneoUS group ensures that the standards of Article 9 of the applicable NRTO General Conditions for Consumers for Private Education and Training will be met. Nevertheless, it is possible that the Teaching Material or the curriculum contains imperfections or is not entirely complete. The CutaneoUS group will make every effort to adequately address such imperfections or incompleteness as soon as it becomes aware of it. If you think this is the case, we would like to hear it as soon as possible, but in any case within a reasonable time as referred to in Section 6:89 of the Dutch Civil Code.

Article 13. Use gained knowledge

13.1 If you, in the capacity of natural person who does not act in the context of a profession or business, use the educational services of the CutaneoUS group, you must also use the acquired knowledge and skills exclusively for this purpose. In case you use the knowledge and skills at any time for professional or business activities, any damage that the CutaneoUS group could cause as a result of this use is limited to the amount of the course and indemnifies you Dutch Ultrasound Academie (NEAc) for all the multiple damages third parties of CutaneoUS group could claim.