



GENERAL TERMS & CONDITIONS

Last updated in December 2023

1. VALIDITY AND ACCEPTANCE OF THESE TERMS

These general conditions apply to all agreements between The Campus NV and its customers, provided there is no deviation in special conditions or agreements. Our general and our special sales and delivery conditions are considered to be accepted by our client, even if it would conflict with his own general or special conditions. The latter are only binding when we have explicitly accepted them in writing. Our agreement may in no case be derived from the fact that we accepted the trade agreement without protesting against the provisions related to the general or special conditions or other similar provisions of the buyer. The appointee, employee, spouse or any other relative of the purchaser represents him and is supposed to have the necessary mandate to legally bind the purchaser to us.

2. QUOTATIONS AND ORDERS

All quotations are valid for 30 days from its date unless otherwise stated in the quotation. Publicly announced price lists are subject to change without prior message. Any order or commission made by the customer is binding, but The Campus NV is only bound after written confirmation. Costs, packaging and taxes regarding the ordered products are not included in our prices. Transport costs are borne by the customer.

3. COMMITMENTS

Our intermediaries, representatives, agents and employees have no right to bind the company in any way. Orders or contracts made by them are valid only after written confirmation by a delegate director or a duly authorised person of The Campus NV. We reserve the right to refuse orders which we have not confirmed in such a way.

4. APPLICATIONS

Enrollments for courses can only be done in writing (letter, email or via our website). The date of registration shall be the date of receipt of the registration. Telephone registrations must still be written and confirmed within 3 working days. Applications must be sent to:

The Campus NV
Veldkant 33A – 2550 Kontich
Tel.: +32 472 58 74 86
E-mail : hello@thecampus.be

Enrollments are only definitive after confirmation by The Campus NV.

When someone enrolls for a training course, they automatically agree to the processing of the personal data that they provided during the enrollment. These personal data will only be used in the context of the selected training.

5. DATES AND HOURS

The courses which are given and the dates on which they occur are listed on the website. The Campus NV reserves the right to change this schedule at any time without previous notice. Courses are given on weekdays, between 9.00 and 17.00, with a lunch break of about one hour.

6. FEES, BILLING AND PAYMENT

The course fees are listed on the website. Lunch, coffee and tea are included in the course fees. These rates are VAT excluded. The company reserves the right to adjust its course fees, unless the course fee has been confirmed to the client in writing. Payment must be made within the period indicated on the invoice by payment of the billed amount shown on the invoice to the account of the company, stating the invoice number. In case of advance billing the company reserves the right to deny access to the course if the invoice has not been paid on the date of commencement of the course.

7. CANCELLATION, POSTPONING OR REPLACEMENT

7.1 Public classes or standard training

- If a registration is cancelled up to 14 calendar days before the start of the course, the registration fee will be refunded. There will be a deduction of 25 euros administration costs and any costs incurred
- Half of the registration fee will be refunded between 14 and 7 calendar days before the start of the course
- In case of cancellation less than 7 calendar days before the start of the course, the full registration fee is due
- The full registration fee is due without prior written cancellation
- Cancellations or changes can be made via hello@thecampus.be. The date of receipt counts as a valid cancellation date
- A change requested within 14 days before the start of the course is considered as a cancellation
- In case of any changes up to 14 calendar days before the start of the course, a new date will be agreed by mutual agreement. There will be a deduction of 25 euros administration costs and any costs incurred
- The Campus NV accepts one replacement per trainee who will continue the training

7.2 In-company training

- The training takes place on the date, location and time agreed by both parties
- Cancellations or changes on behalf of The Campus must be done by email
- Cancellations or changes can be made via hello@thecampus.be. The date of receipt counts as a valid cancellation date
- In case of changes up to 30 calendar days before the start of the course, a new date will be agreed by mutual agreement. There will be a deduction of 75 euros administration costs and any costs incurred.
- A change that is requested within 30 calendar days before the start of the course is considered as a cancellation.
- A cancellation by the client between 30 and 14 calendar days: the client pays half of the budget foreseen in the Purchase Order
- A cancellation by the client between 14 and 7 calendar days: the client pays 75% of the budget foreseen in the Purchase Order
- Cancellation by the client less than 7 calendar days before the start of the course (except in case of force majeure): the client pays the full budget foreseen in the Purchase Order
- The Campus NV accepts one replacement per trainee who will continue the training

7.3 QA live online training

We have a partnership with QA for a number of live online training courses. QA's cancellation and rescheduling fees differ from The Campus' fees.

- In case of cancellation by the client between 15 - 11 working days before the start of the course, 50% of the registration fee is due
- In case of cancellation by the client between 10 - 6 working days before the start of the course, 75% of the registration fee is due
- If the client cancels the registration fewer than 6 working days before the start of the course, the full registration fee is due.
- In case the client wishes to reschedule 15 - 11 working days before the start of the course, the rescheduling fee equals 25% of the registration fee
- In case the client wishes to reschedule 10 - 6 1 working days before the start of the course, the rescheduling fee equals 50% of the registration fee
- If the client wishes to reschedule the registration fewer than 6 working days before the start of the course, the full registration fee is due.

8. TERMS & CONDITIONS FOR PARTNERED TRAINING COURSES

The Campus engages in certain partnerships with other companies to offer you a better learning experience.

8.1 AWS (Amazon Web Services)

The Campus is an official AWS Training Partner.

When you register for an official AWS training course, you are participating in instructor-led or self-paced digital classes, labs or other training sessions ("AWS Training Services") delivered by a third party who may be an AWS authorised training partner (in this case The Campus).

You acknowledge that The Campus will disclose information about your participation to AWS. This information includes a record of your attendance, the results of any training test or quiz, responses to surveys, and personal data such as the name and the email address used to register for the Training (collectively "Training Data"). AWS will process personal Training Data in accordance with the AWS Privacy Notice, available at <https://aws.amazon.com/privacy>.

The Campus will disclose the Training Data to AWS for certain legitimate business purposes, including to:

- (a) confirm that The Campus has delivered the Training in accordance with the terms agreed between AWS and The Campus,
- (b) confirm that you have successfully undertaken the AWS Training Services in order to determine whether The Campus is eligible for AWS provided funding for AWS Training Services,
- (c) identify additional Training that might be of interest to you or The Campus.

8.2 VMware Tanzu

The Campus is an official VMware Tanzu Training Partner.

When you register for an VMware Tanzu training course, you are participating in instructor-led or other training sessions delivered by a third party who is an authorised training partner (in this case The Campus).

You acknowledge that The Campus will disclose information about your participation to VMware Tanzu. This information will include a record of your attendance, responses to surveys, and personal data such as the name and the email address used to register for the training. VMware Tanzu will process personal Training Data in accordance with VMware's Privacy Notice, available at <https://www.vmware.com/help/privacy.html>.

8.3 NCOI

The Campus organises a few training courses in collaboration with NCOI. When you register for a training course that we organise in collaboration with NCOI, you are participating in an instructor-led or other training session delivered by NCOI.

You acknowledge that The Campus will disclose information about your registration for the training to NCOI. This information includes personal data like your name, email address and billing information which were used to register for the course. NCOI will process your personal data in accordance with their privacy statement, which is available at <https://www.ncoi.be/en/privacy-statement-policy-en.html>.

8.4 DataCamp

The Campus is a reseller of the e-learning platform DataCamp. When you purchase one or more seats or a licence for DataCamp through The Campus, you and/or your employees will gain access to the DataCamp e-learning platform.

You acknowledge that The Campus will disclose some personal data to DataCamp to successfully register your request to purchase one or more seats or a licence. This specifically includes your full name, your professional email address, your phone number, the name of the

company you work for, and the address of the registered office of the company you work for. The Campus is not a processor of these personal data and has access to these data only when you appoint The Campus as an admin.

DataCamp may collect additional personal data from you or your users to provide and improve services and products, which is covered in the Data Processing Agreement between you and DataCamp. By using the e-learning platform, you automatically agree to [DataCamp's terms of use](#), which includes the Data Processing Agreement. The Campus is not a processor of these personal data.

DataCamp is a subscription service. DataCamp subscriptions are automatically renewed unless you cancel the subscription. A subscription can be cancelled by notifying The Campus at least 30 days before the end of the subscription term.

9. PREVENTION

The company will make every reasonable effort to ensure the courses or exams will take place as scheduled. The Company shall not be liable if a course or exam in whole or in part needs to be cancelled because of reasons of force majeure. The reasons of force majeure will be considered all circumstances of such a nature that fulfilment of the agreement couldn't reasonably be expected from the company, and in any case the partial or total failure of a third party, government measures, illness of irreplaceable staff, business- or other disorders, seizure, fire, defects in the course material, and furthermore any other fact that the company could not reasonably have foreseen, or on which no influence could be exercised. If the Company due to force majeure could not or could only partially provide a course, it is entitled to postpone the course or to wholly or partially dissolve this agreement, in which case the client will be refunded a fair share of the total fee, in which case the company of all its obligations will be discharged.

The foregoing list is not restrictive. The Campus has no obligation to prove the unforeseeable nature of the circumstances that force majeure. The client is not entitled to any compensation.

10. LIABILITY

Although the Company will endeavour to teach courses to the best of its ability, the company - except in cases of intent or gross negligence on the part of the Company or its managers - is not liable for any of the clients or his staffs claimed damages, including damage directly or indirectly arose from or otherwise regarding the use of the course material, the content of the course, the application or its outcome. The client obligates himself to indemnify the company for possible claims by third parties

for such damages. Any possible liability of the company for damages is in any case limited to the fee the client paid for the relevant course(s).

11. COMPLAINTS

Any complaint regarding services or goods must be notified to us by registered letter or email within eight days after the execution of the service or delivery of the goods. After this period, the complaint will not be observed. Any complaint regarding our invoices must be sent to us by registered letter or email within 10 days after their receipt. When this does not happen, the invoices are regarded as accepted, without reservation. A complaint can't in any case justify a suspension of payment.

12. PAYMENT

Any order placed by the customer is final, regardless of whether or not an advance was paid. The advance paid by the buyer will be deducted from the order price. All invoices are payable at our registered office, in cash, net and without discount, unless otherwise stated on the invoice. All invoices are due 30 days after invoice date, unless otherwise stipulated in the Specific Conditions. The absence of written protest of an invoice within 8 working days after the sending, implies the irrevocable acceptance of the invoice and the mentioned services.

The expiry of the payment period shall inform the customer in default by operation of law and without prior notice. From the expiry of the payment period a conventional interest will be charged, equal to the interest rate as specified in article 5 Payment Law (law 2.08.2002, BS 7.08.2002), plus 3%. The non-payment on the due date of a single bill, the protest of a bill (even if it was not accepted), any application for composition amicable or court, any request to delay payment, even official, or any other fact that shows the client's inability or failure to pay, makes the balance of all the other, not even expired invoices immediately due and payable without notice. Moreover, The Campus reserves in these cases the right to, without notice, suspend all deliveries.

13. SOLIDARITY

If the invoice at the request of the client was prepared in the name of a third party, the client and the third party are jointly liable for the payment and other obligations arising from the general and special Terms and Conditions.

14. EXPLICIT TERMINATION CAUSE

The parties expressly agree that the provisions of this clause warrant an explicit termination. Notwithstanding its right to compensation, maintains The Campus NV the right to dissolve or terminate this contract at any time without notice or compensation, because of the non-payment on the due date of a single bill, the protest of a bill (even if it was not accepted), any application for composition amicable or in court, any request to delay payment, even official, or any other fact which the customer is clearly failing to pay.

15. EXCLUSIVE JURISDICTION

Any dispute regarding this contract falls exclusively within the competence of the courts of the judicial district of Antwerp and, where appropriate, under the jurisdiction of the Peace Judge of the first canton in Antwerp. These courts are explicitly recognized and accepted as the only competent jurisdiction by both parties. Any dispute between the customer and The Campus NV is exclusively under the jurisdiction of Belgian law.