

## TERMS & CONDITIONS

General Terms of Registration and Course Conditions of SKILLTRADE BV.

### 0.) Definitions

- a. SKILLTRADE BV
- b. Course Participant: A person who has applied for one or more of the courses offered by SKILLTRADE BV.
- c. General Terms: These General Terms of Registration and Course Conditions.

### 1.) Range of application of the General Terms

- a. These terms are applicable to all applications and to all courses provided by SKILLTRADE BV.
- b. By completing and submitting SKILLTRADE BV application form, the course participant agrees to the applicability of these General Terms.

### 2.) Application

- a. Application for one or more courses can only be made by filling in completely the (online) application form and submitting it to SKILLTRADE BV. SKILLTRADE BV will confirm the receipt of the application in writing/email at the earliest opportunity and will send additional instructions for the necessary payment of the course fee.

### 3.) Placement

- a. If the number of applications received by SKILLTRADE BV for a particular course exceeds the maximal number of participants, selection is made on a first-come, first-served basis.
- b. For those courses requiring a selection process, selection is made on the basis of suitability, to be assessed exclusively by SKILLTRADE BV, and then on the basis of the provisions contained in article 2.
- c. An applicant who is not selected will be notified in writing/email, with reimbursement of any course fee that has been paid.

### 4.) Payment

- a. Payment of the course fee is made at the same time as the application, apart if the course requires a selection process. The participant has no right to participate in the course(s) until the course fee has been received by SKILLTRADE BV and the course participant's obligation to pay the course fee remains.
- b. A selection process is required for the SKILLTRADE Hydrographic Survey Category B Course. Payment of a non-refundable deposit of the course fee for E-learning (an amount of € 1.800 in 2024, fees are subject to change, for up-to-date information contact SKILLTRADE BV) towards your course fees must be paid to secure your place on this course. This deposit is due from the moment that the applicant is notified of having been selected. Payment for the remaining course fee must be received in full at the latest four weeks before start of a specific stage (see 7.a). The participant has no right to participate in the course(s) until the course fee has been received by SKILLTRADE BV and the course participant's obligation to pay the course fee remains.

### **5.) Cancellation in general**

- a. Courses may be cancelled if the minimum enrolment is not met or for various other administrative problems. In the event a cancellation should occur, notice will be given to each participant as quickly as possible. SKILLTRADE BV will repay the course fee if it has already been paid for the proportion of the course costs that were not delivered. Reimbursements will be made within 12 weeks.
- b. Course Participants who must drop or withdraw from a course are responsible to send their cancellation in writing by email to [office@skilltrade.nl](mailto:office@skilltrade.nl). The date a Course Participant drops or withdraws will determine the date for refunds (see 6.).
- c. SKILLTRADE BV retains the right to deny a course participant further admission to a course if the participant's behaviour, in the opinion of SKILLTRADE, prevents the course from proceeding properly. This includes, but is not limited to, issues of academic misconduct such as plagiarism or cheating during an exam. This behaviour may result in exclusion from the course at the discretion of SKILLTRADE. If a Course Participant is involuntarily withdrawn from a course due to lack of academic progress or suspension for conduct issues, they will receive the standard tuition refund based on the date of withdrawal.

### **6.) Cancellation of training (other than the SKILLTRADE Hydrographic Survey Category B Course)**

- a. If cancellation of participation in a course is made no later than 4 weeks before the commencement of the course concerned, 15% administrative expenses will be deducted.
- b. When cancelling between four and two weeks before the start of a course, the Course Participant is entitled to 50% refund of the course fee.
- c. When cancelling less than two weeks before the start of a course, the Course Participant is not entitled to a refund of the course fee. However, if the course participant has received confirmation of participation in the course less than two weeks before the start of a course, the Course Participant is entitled to cancel the course within seven days, in accordance with the provision contained in article 6.b. The Course Participant may allow another participant to take his or her place, provided they inform SKILLTRADE BV of this in writing at least one week before the commencement of the course.
- d. If a Course Participant has to interrupt their studies after the commencement of the course, the Course Participant is not entitled to refund of the course fee.

### **7.) Cancellation of SKILLTRADE Hydrographic Survey Category B Course**

- a. The SKILLTRADE Hydrographic Survey Category B Course consists of three stages:
  0. Basic E-learning
  1. Online Instructor-led Training and Essential e-learning
  2. Educational Practical Project, workshops and Comprehensive Final Field Project in The Netherlands

If a Course Participant officially withdraws, they will be refunded a portion of the tuition, as determined by the time of withdrawal and the following refund schedule.

Time of withdrawal	Refund stage 0	Refund stage 1	Refund stage 2
Within 14 days of access to elearning and more than 14 days before start of stage 1	0%	100%	100%
Less than 14 days before start of stage 1 or within 14 days of start of stage 1	0%	75%	100%
Before start of second series of lectures of stage 1 (after first exams)	0%	25%	100%
After first exams, before stage 2	0%	0%	50%
During stage 2	0%	0%	0%

- b. We strongly recommend that all Course Participants are aware of the insurance cover that they have in the event of a pandemic. In the event that a Course Participant cannot travel to the course due to a pandemic, or chooses not to travel to the course, we will follow our standard cancellation policy described below.
- c. SKILLTRADE will provide a letter of invitation to obtain a Schengen Visa. While SKILLTRADE provides directional links and support to prospective Course Participants requiring visas, ultimately it is each Course Participant's personal responsibility to ensure that they have met all of their visa requirements. SKILLTRADE does not take any responsibility for non-issued visas. If the Course Participant will not be able to continue their studies because they do not have a visa that allows them to enter The Netherlands, we will follow our standard cancellation policy, see 7.a. Course Participants who receive a Visa denial letter are responsible to send a copy of this Visa denial letter with their withdrawal request in writing by email to [office@skilltrade.nl](mailto:office@skilltrade.nl) within 10 business days of receiving the Visa denial letter.

## 8.) Changes

- a. The tutors, course leaders, course organisers have the right to make changes in the syllabus within the limits of the subject announced.
- b. If a tutor is incapacitated through illness, SKILLTRADE BV will assume the responsibility for replacing the tutor by another similarly qualified tutor. Also, if the planned materials or (technical) aids fail to function in time or properly, SKILLTRADE BV will assume the responsibility for replacing them with similar materials or aids. In such cases the course participant is not entitled to partial or full refund of the course fee and SKILLTRADE BV is not liable to make any compensation.
- c. If SKILLTRADE BV considers that it is impossible to find a replacement of a similar kind, the course fee will be repaid entirely in the case of full cancellation and proportionally in the case of partial cancellation, after the deduction of a sum, to compensate SKILLTRADE BV for reasonably incurred expenses, without SKILLTRADE BV becoming liable for compensation.

## 9.) Miscellaneous

- a. The information in this website and SKILLTRADE BV brochures have been compiled with care, but SKILLTRADE BV is not liable for the inclusion of any incorrect or incomplete information.
- b. SKILLTRADE BV is not responsible for statements by and/or the behaviour of tutors and/or course participants towards one another. Nor is SKILLTRADE BV liable for any injury caused by tutors, materials or aids, except in the case of deliberate intent or gross negligence on the part of SKILLTRADE BV.

- c. SKILLTRADE BV is not liable for the disappearance of the course participant's possessions through theft or loss.
- d. The course participant is not allowed to publish the course methodology and/or course material in whole or in part and/or to reproduce it except for personal study or use as defined in the Law on Copyright.

**10.) Complaints and Disputes**

- a. Complaints from course participants should be made in written and signed. Complaints need to be addressed to SKILLTRADE BV. The management will respond within 90 days from the date of receipt of a complaint. Complaints will be archived for five years.
- b. If the complaint has not been resolved and a dispute arises between SKILLTRADE BV and a course participant, the dispute will be adjudicated to the appropriate magistrate in Amsterdam under Dutch law. The verdict will be legally binding.