



KETS DE VRIES INSTITUTE

KDVI Professional Development Programmes Standard Terms & Conditions

1. Definitions

"Admission" means the KDVI Admission Committee has accepted the Participant to the Programme without the need of the Participant's confirmation.

"Registration" means the contract (of which these Terms and Conditions form part) made between KDVI and the Client in relation to the Participant's participation on the Programme.

"Cancel" means the Participant or Client withdraws or does not participate in the Programme at any stage, or leaves before the end of the Programme.

"Client" means the invoiced person or legal entity named on the Participant's Registration Form for the Programme.

"Commencement Date" means the date on which the Programme is due to commence.

"Contract" means the Participant and the Client agree to the present terms and conditions and Registration Form.

"Force Majeure" means any cause beyond KDVI's control such as, but not limited to, acts of God, fires, floods, earthquakes, storms, explosion, epidemic, quarantine, sabotage, riot, civil commotions, accidents, delivery delays of sub-contractors and the like.

"KDVI" means KDVI Ltd.

"Participant" means the individual who has applied to participate in the Programme and KDVI has agreed to admit in the Programme with a written confirmation of registration.

"Tuition Fee" means the fee payable by the Client to KDVI in relation to the Participant's participation in the Programme.

"Programme" means the KDVI Professional Development Programme which the Participant is to attend.

"Third Party(ies)" mean(s) any person or entity other than KDVI, Affiliates, Client or Participant.

2. Delivery of the Programme

2.1 KDVI will use reasonable endeavours to deliver the Programme as described on KDVI's website. KDVI shall be entitled to adapt the Programme at all times and consequently to alter the timetable, syllabus, location, number of classes, individual(s) teaching or external service providers to the Programme and method of delivery of the Programme.

2.2 KDVI may cancel Registration by giving the Client notice in writing before the Commencement Date. If KDVI cancels the Registration, it shall refund the Tuition Fee already paid to KDVI.

2.3 KDVI may cancel the Registration without cause or prejudice at any time and no full refund can be made: if the Client or the Participant commits a breach of the Registration or for reasons of Force Majeure.

3. Participant's Obligations

3.1 The Participant must be punctual, attend all appropriate lectures, sessions, workshops, practical and theoretical activities of the entire Programme as required by KDVI, and contact KDVI as soon as is practicable if unable to attend any class.

3.2 The Participant must at all times behave with honesty, show courtesy, consideration and respect during the course of the Programme. Participants are expected to avoid any behaviour or conduct that could be interpreted as an inappropriate behaviour by another Participant, KDVI employees, and/or third parties. Inappropriate behaviour may include but not exclusively: unwelcome conduct whether verbal, physical or visual that denigrates or shows hostility or aversion toward an individual including but not exclusively because of his or her gender, colour, religion, national origin, age, disability or sexual orientation.

3.3 The Participant must respect the confidentiality of all confidential information that the Participant acquires during the course of participating in the Programme, and comply with all applicable laws of the territory where the Programme is delivered.

3.4 The Participant is responsible for getting the appropriate visa if required.

4. Client's Obligations

4.1 Client accepts that the Tuition Fee shall be paid before the Commencement Date and upon receipt of the invoice. Until paid in full, KDVI reserves the right to suspend or exclude the Participant from attending all or any part of the Programme.

4.2 In respect of cancellation by KDVI, a full refund will be given if an alternate date cannot be offered. If the Client cancels or defers 30 days or more before the Programme commencement date, a full refund will be given. If the client cancels or defers within 30 days of the Programme commencement date, they are obligated to pay all tuition. Clients who have completed their KDVI survey will receive a report after the Programme. If Client proposes another Participant to the session of a Programme, the new candidate will be subject to the standard admission process. If the replacement for the Participant is accepted by KDVI, no cancellation fee will apply. Participant shall not be entitled to transfer to another session of the Programme or another module of the Programme after Commencement Date.

5. Intellectual Property

Participants and Client will observe all the legal requirements of copyright for all KDVI materials.

6. Loss and Damage

KDVI cannot accept responsibility and expressly excludes liability for any loss or damage to the Client's property or the Participant's property that occurs whilst the Participant is on the Programme. The Participant should take particular care not to leave personal belongings unattended at any time.

7. Personal Information

7.1 Personal Data: Client and Participant acknowledge and agree that personal data about the Client and the Participant ("Personal Data") may be processed by KDVI. The personal information collected on completing this registration is confidential and secured, and complies with local regulations. Client and Participant are granted statutory rights of access, modification, update and deletion of personal information of Client and Participant (photographs and/or videos of Participant) and may exercise these rights by writing or sending an email to KDVI at the address indicated below. Client and Participant consent to the transfer of personal information to KDVI. If Client and/or Participant object to this transfer, Client and/or Participant must write to either the following address: KDVI Ltd, 16 Oxley Drive, Mile End, Colchester, Essex, CO4 5XQ, United Kingdom, or by e-mail to professional.development@kdvi.com.

7.2 Participant and Client agree that photographs and/or videos can be taken during the course of the Programme of Participant and photographs and/or videos can be reproduced and used by KDVI. Such right shall apply whatever the media used, including but not limited to any process for the reproduction of image, in any of their present and future forms and formats, and to any audiences.

8. General

8.1 Governing Law & Jurisdiction: In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognising their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of thirty days (30) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by litigation. This contract and any dispute or claim arising out of and in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be subject to the laws of England and Wales and in respect of any dispute or claim so arising, the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

8.2 Force Majeure: Neither party shall have any liability for any failure or delay in performance of its obligations under this contract because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/ network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.