



Booking Terms and Conditions

Article 1. Scope

This Booking Terms and Conditions apply for Yellow Research training activities and for consultancy as mentioned in Article 3 of this Booking Terms and Conditions.

With respect to training activities, this Booking Terms and Conditions apply in addition to the General Terms and Conditions of the Dutch Council of Training and Education (NRTO) as published on our website (<http://www.yellowresearch.nl/booking-terms/>).

In case of inconsistency between the NRTO General Terms and Conditions and this Booking Terms and Conditions in relation to Yellow Research training activities, the following applies:

- a. Where the NRTO General Terms and Conditions provide better conditions to the participant, the provisions of the NRTO General Terms and Conditions prevail;
- b. Where these Booking Terms and Conditions provide more favorable provisions to the participant, these Booking Terms and Conditions prevail.

Article 2. Reservation and cancellation of trainings

- 1) After submission of the E-Booking Form, the reservation for the course is guaranteed. In case of interview trainings, each participant can only reserve one date. Yellow Research has the right to remove double reservations.
- 2) If the participant is unable to attend the booked course, either
 - a) a colleague can attend in his/her place. Yellow Research shall be informed of the name of and other information about the attendee, at least 24 hours prior to the course date (**office[at]yellowresearch.nl** / +31 (0)20 422 1873); or
 - b) he/she can reschedule for the same course event, if the same event is scheduled on different dates, provided that the course event is not fully booked, or
 - c) If neither of the options under a. or b. is possible, he/she can cancel the booking.
If the booking is cancelled within 14-8 calendar days prior to the course event, Yellow Research shall be entitled to 75 Euros for administration costs.
If the booking is cancelled within 7-3 calendar days prior to the course event, 50% of the initial course fee shall be due to Yellow Research.
If the booking is cancel within 2 calendar days prior to the course event, the full course fee shall be due.
- 3) Yellow Research reserves the right to cancel the course if unforeseen circumstances make cancellation necessary. In that event Yellow Research cannot be held liable for any losses incurred by the participant or the legal entity he/she is affiliated to, through, for example, the cancellation of travel arrangements.



- 4) In the event of the course being cancelled, Yellow Research will at its discretion either offer a place on an equivalent course to be held at a later date, or refund the course fee.
- 5) By submitting this E-Booking Form it is confirmed that it is the intention of the participant to attend the course subject to these conditions and the appropriate course fee will become due. All payments should be made in accordance with the invoice received after submission of the E-Booking Form.

Article 3. Specific terms and conditions applying to ERC Review bookings

- 1) The terms and conditions of Article 2, and the General Terms and Conditions of the NRTO do not apply to ERC Review bookings.
- 2) After submission of the E-Booking Form, the reservation for the Review timeslot is guaranteed. Participants can only reserve one time slot for the first Skype/telephone meeting and one time slot for the second round. Yellow Research has the right to remove double reservations.
If a participant is unable to attend on the selected date, either
 - a) He/she can reschedule the time slot. Yellow Research shall be contacted immediately to discuss whether an alternative date and time is available (**office[at]yellowresearch.nl / +31 (0)20 422 1873**).
 - If no time slots are available, Yellow Research cannot be held liable for any damages the participant or the legal entity/organisation he/she is affiliated to, may incur as a result; or
 - b) He/she can cancel the booking and Yellow Research shall be entitled to 75 Euros for administration costs.
- 3) It is acknowledged and agreed that review of a full proposal during the first round is necessary to ensure maximum effect of the review. The participant will be solely responsible for completeness of the proposal submitted to Yellow Research for review.
- 4) By submitting this E-Booking it is confirmed that the participant intends to attend the meeting(s) subject to these conditions and the appropriate fee will become due. All payments should be made in accordance with the invoice received from Yellow Research after submission of the E-Booking Form.

Article 4. Consumer rights

The details of the legal entity and department responsible for paying the invoice for the training or ERC review booking should be completed for on each booking form. If the participant will personally pay the invoice and he/she is considered a consumer pursuant to Directive 2011/83/EU on consumer rights, in a deviation to the terms and conditions regarding cancellation above, the participant is allowed a reflection period of 14 days from the booking date. During this period, he/she may cancel the booking without further liability to Yellow Research and Yellow Research shall refund any advanced payments received for the training from the participant within 14 days upon cancellation, provided that cancellation is notified to Yellow Research by E-mail (**office[at]yellowresearch.nl**) or telephone (+31 (0)20 422 1873).



Article 5. Restitution of fees

In case of cancellation of a booking, safe that the booking fee is received by Yellow Research and subject to the terms and conditions of Articles 1 and 2 above, Yellow Research shall return any part of the fee owed by Yellow Research to the participant within 30 days from cancellation or receipt of the booking fee, whichever is the later.

Article 6. Confidentiality

- 1) Confidential Information means any information, documentation, or data disclosed to Yellow Research in relation to a training or Review related to research and/or business activities (whether communicated verbally, in writing, or in any other manner), including but not limited to any information, knowledge, data, techniques, processes, discoveries, designs, drawings, plans, and specifications contained in research proposals.
- 2) Confidential Information excludes any information that:
 - a) at the time of disclosure is, or thereafter, becomes through no fault of Yellow Research, public knowledge;
 - b) after disclosure to Yellow Research, is lawfully received by Yellow Research from a third party without obligations of confidentiality, who has the right to disclose such information to Yellow Research;
 - c) is independently developed by or for Yellow Research without reference to the Information; or
 - d) at the time of disclosure, is already in the lawful possession of Yellow Research
- 3) Yellow Research agrees
 - i) to use the Confidential Information only for the purposes of preparing the training or Review activity, and for no other purpose and make no other use of the Confidential Information without my prior written consent; and
 - ii) to keep the Confidential Information in confidence and not to disclose, use, reveal, or cause any unauthorised disclosure of the Confidential Information;
- 4) The foregoing without prejudice to any obligation of Yellow Research to disclose Information based on applicable law.
- 5) During training courses, the participant may be party to Confidential Information of other participants. The participant shall treat such Confidential Information with the same degree of care as he/she would apply to his own Confidential Information and not to disclose such Confidential Information to others without the prior approval of the participant(s) concerned.

Article 7. Ownership of and Intellectual Property Rights

- 1) Hard copies of the training materials that received during the training will be owned by the participant. Digital copies of any training materials disclosed by Yellow Research remain the property of Yellow Research. The use of these materials is restricted by copyright, which is and remains vested in Yellow Research. The



foregoing without prejudice to any intellectual property rights from third parties relating to certain information contained in the training materials.

- 2) The participant and the legal entity/organisation he/she is affiliated to shall refrain from reproducing and/or distributing Yellow Research training materials at all times, unless for purposes approved in writing by Yellow Research.
- 3) The (draft) research proposals disclosed by the participant to Yellow Research, including any improvements thereof will be owned by the participant. Yellow Research shall have no copyrights in such research proposals.

Article 8. Complaints

- 1) Complaints with regard to the training or consultancy services offered by Yellow Research may be submitted by email to Mrs. Jet van Dijk, vandijk@yellowresearch.nl. She will
 - a) acknowledge receipt of the complaint within three working days and inform the participant who is dealing with the complaint
 - b) discuss the complaint with the participant or a representative from the organisation/legal entity he/she is affiliated with, to understand why the participant is dissatisfied and what outcome he/she is looking for
 - c) give a full response to the complaint as soon as possible and within four weeks from the date of the complaint

Complaints shall be handled confidentially.

- 2) After the complaint has been fully investigated, if the participant is still dissatisfied with Yellow Research's decision or the way they dealt with the complaint, the participant may submit the complaint for further settlement to the applicable complaint committees (each a "Committee") as stated below:
 - a) For Consumers (see article 4 for a definition), the participant may submit the complaint to *De Geschillencommissie Particuliere Onderwijsinstellingen*, in accordance with this Committee's procedures for handling claims.

Contact details:

De Geschillencommissie
P/O Box 90600
2509 LP Den Haag
The Netherlands
Website: www.degeschillencommissie.nl

- b) If sub a) does not apply, the participant may submit the complaint to *Commissie van Kwaliteitshandhaving van de Nederlandse Raad voor Training en Opleiding*, in accordance with such Committee's procedures for handling claims. Complaints should be submitted in writing to:
Nederlandse Raad voor Training en Opleiding (NRTO)
Papiermolen 34
3994 DK Houten
The Netherlands



- 3) The decision of the Committees will be binding to the parties and Yellow Research will promptly follow up on any such decision.
- 4) For Dutch and Flemish clients, the Complaints Procedure will be in Dutch or in English as requested by the complainant. For all other clients, the procedure will be in English. Complaints will be treated confidentially by Yellow Research. Yellow Research will keep a Complaint Log. Each complaint and the handling thereof will be kept in the Complaint Log for a period of five years from the date the complaint was reported to Yellow Research.
- 5) Notwithstanding anything in the foregoing, the liability of Yellow Research will in no event exceed the training or consultancy fee paid or due to Yellow Research in relation to the booking.

Article 9. Law

This Booking Terms and Conditions and any services of Yellow Research related thereto shall be governed by the laws of The Netherlands, without regard to its conflict of law provisions.