

Booking Terms & Conditions

The Ceratum BV training courses are currently primarily offered through our partnership with Yellow Research. We also do a small number of bespoke courses on request.

We have adapted the Yellow Research Terms and Conditions to ensure our clients receive the same service level as those we deliver to in partnership with Yellow Research.

Article 1. Scope

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

Article 2. Reservation and cancellation of trainings

1. After submission of the E-Booking Form, the reservation for the course is guaranteed. In the case of interview trainings, each participant can only reserve one date. Ceratum has the right to remove double reservations.
2. If the participant is unable to attend the booked course, either:
 - i. a colleague can attend in his/her place. Ceratum shall be informed of the name of and other information about the attendee, at least 24 hours prior to the course date ([admin\[at\]ceratium.eu](mailto:admin@ceratium.eu)); or
 - ii. 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
 - iii. If neither of the options under a. or b. is possible, he/she can cancel the booking.
If the booking is cancelled within 10 calendar days prior to the course event, Ceratum shall be entitled to 75 Euros for administration costs.
If the booking is cancelled within 7 calendar days prior to the course event, 50% of the initial course fee shall be due to Ceratum.
 - iv. If the booking is cancelled within 2 calendar days prior to the course event, the full course fee shall be due.
3. Ceratum reserves the right to cancel the course if unforeseen circumstances make cancellation necessary. In that event Ceratum 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, Ceratum 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 the 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. Payment terms are 30 days.

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

1. The terms and conditions of Article 2, do not apply to Proposal Review bookings.
2. After submission of the E-Booking Form or e-mail confirmation, the reservation for the Review timeslot is guaranteed. Participants can only reserve one time slot for the first Online/telephone meeting and one time slot for the second round. Ceratium has the right to remove double reservations.
If a participant is unable to attend on the selected date, either
 - i. He/she can reschedule the time slot. Ceratium shall be contacted immediately to discuss whether an alternative date and time is available ([admin \[at\] ceratium.eu](mailto:admin@ceratium.eu) or Yellow Research if booked via them / +31 (0)20 422 1873).
If no time slots are available, Ceratium 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
 - ii. He/she can cancel the booking and Ceratium 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 Ceratium 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 Ceratium 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 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 Ceratium and Ceratium shall refund any advanced payments received for the training from the participant within 14 days upon cancellation, provided that cancellation is notified to Ceratium by E-mail ([admin\[at\]ceratium.eu](mailto:admin@ceratium.eu)).

Article 5. Restitution of fees

In case of cancellation of a booking, when the booking fee is received by Ceratium and subject to the terms and conditions of Articles 1 and 2 above, Ceratium shall return any part

of the fee owed by Ceratium 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 Ceratium 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:
 - i. at the time of disclosure is, or thereafter, becomes through no fault of Ceratium, public knowledge;
 - ii. after disclosure to Ceratium, is lawfully received by Ceratium from a third party without obligations of confidentiality, who has the right to disclose such information to Ceratium;
 - iii. is independently developed by or for Ceratium without reference to the Information; or
 - iv. at the time of disclosure, is already in the lawful possession of Ceratium
3. Ceratium 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;
 - iii. The foregoing without prejudice to any obligation of Ceratium to disclose Information based on applicable law.
 - iv. 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 Ceratium remain the property of Ceratium. The use of these materials is restricted by copyright, which is and remains vested in Ceratium. 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 Ceratium training materials at all times, unless for purposes approved in writing by Ceratium.
3. The (draft) research proposals disclosed by the participant to Ceratium, including any improvements thereof will be owned by the participant. Ceratium shall have no copyrights in such research proposals.

Article 8. Complaints

1. Complaints with regard to the training or consultancy services offered by Ceratium may be submitted by email to Dr Ritchie Head, [admin\[at\]ceratium.eu](mailto:admin[at]ceratium.eu) . He will
 - i. acknowledge receipt of the complaint within three working days and inform the participant who is dealing with the complaint
 - ii. 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
 - iii. 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 Ceratium'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:
 - i. 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

2. The decision of the Committee will be binding to the parties and Ceratium will promptly follow up on any such decision.
3. The Complaints Procedure will be in English. Complaints will be treated confidentially by Ceratium. Ceratium 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 Ceratium.

4. Notwithstanding anything in the foregoing, the liability of Ceratium will in no event exceed the training or consultancy fee paid or due to Ceratium in relation to the booking.

Article 9. Law

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

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