

General Terms and Conditions | CM Partners

ARTICLE 1. | DEFINITIONS

In these general terms and conditions, the following capitalized terms are used with the meanings assigned below:

1. **CM Partners:** depending on the entity that is a Party to the Agreement or issues an offer with the intention to enter into the Agreement: the private limited liability company CM Partners Holding B.V., CM Partners B.V., CM Partners Capacity B.V., or CM Partners Advisory B.V., located at Sonny Rollinsstraat 149, 3543 GR in Utrecht, The Netherlands and registered with the Dutch Chamber of Commerce under numbers 30254487, 30254493, 68527470, and 75766965 respectively.
2. **Counterparty:** any natural or legal person, acting for purposes that fall within the scope of their professional or business activities, with whom CM Partners has entered into or intends to enter into an Agreement.
3. **Parties:** CM Partners and the Counterparty jointly.
4. **Agreement:** any agreement between the Parties under which CM Partners is obligated to provide Services and/or to sell and deliver Products to the Counterparty.
5. **Services:** the services CM Partners has agreed to provide to the Counterparty under the Agreement, which may include, but are not limited to, organizing in-company and open-enrollment training courses and workshops, consulting, advisory services, audits, the development and administration of tests and exams, certification of software, trainers and/or consultants, providing access to E-Learning, and granting admission to an Event.
6. **Products:** the tangible items (subject to human control) that CM Partners sells and delivers to the Counterparty under the Agreement, which may include, but are not limited to, books.
7. **Participant:** any person who is entitled under the Agreement to take part in a training course, or workshop.
8. **Session:** any meeting held as part of a training course, workshop, or certification program, taking place on a specific day and during a defined time period, either in the physical presence of CM Partners and the Participant(s) or remotely. An Agreement may consist of one or multiple Sessions.
9. **E-Learning:** a digital course provided to the User via the Platform under the Agreement, which the User can follow at their own pace.
10. **User:** any natural person who is authorized under the Agreement to access the E-Learning.
11. **Platform:** <https://catscmacademy.com> through which CM Partners makes E-Learning available to the User.
12. **Event:** an event organized by CM Partners on a specific date and within a defined time period, to which access is granted to the Guest(s) under the Agreement.
13. **Guest:** any person who has access to the Event based on the Agreement.
14. **Staff:** anyone who is present at an Event as staff in cooperation with CM Partners or the owner of the event venue.
15. **In Writing / Written:** communication on paper, by email, or any other method of communication that, given the current state of technology and general business practice, can reasonably be equated with written communication.

ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to every offer made by CM Partners, to each Agreement, and to all legal relationships arising between the Parties as a result thereof.
2. These general terms and conditions also apply to Agreements for which CM Partners engaged third parties in the execution.
3. The applicability of any general terms and conditions of the Counterparty, regardless of their designation, is explicitly rejected.
4. Deviations from the provisions of these general terms and conditions are only valid if explicitly agreed upon In Writing. In the event of any discrepancy between these general terms and conditions and any explicit Written agreements made between the Parties, the latter shall prevail.
5. The nullity or annulment of one or more provisions of these general terms and conditions or of the Agreement as such shall not affect the validity of the remaining provisions. In such a case, the Parties shall be obliged to consult with each other in order to agree on a replacement provision in order to agree on a replacement provision, taking into account the purpose and intent of the original provision as far as possible.

ARTICLE 3 | OFFER AND FORMATION OF AGREEMENTS

1. Unless otherwise arises from a framework agreement already concluded between the Parties, every offer made by CM Partners is non-binding, even if the offer specifies a period of validity. CM Partners may withdraw its offer immediately, or at least as soon as possible after its acceptance by the Counterparty.
2. The Counterparty cannot derive any rights from an offer made by CM Partners that contains an obvious error or mistake, or from an offer based on incorrect or incomplete information provided by the Counterparty.
3. Each Agreement is formed at the moment the Counterparty accepts the offer from CM Partners, in the manner designated by CM Partners, if applicable—without prejudice to the provisions of paragraphs 1 and 4. If the Counterparty's acceptance deviates from the offer, the Agreement will not be formed on the basis of this deviation, unless CM Partners indicates otherwise.
4. If registration or application occurs via the Platform or CM Partners' website, the Agreement is only formed once CM Partners has confirmed the registration or application by email.
5. Registration for open-enrollment training courses is processed on a first-come, first-served basis. If the number of participants exceeds capacity, alternatives will be discussed. Provisional registrations (options), notwithstanding the previous paragraphs of this article, must be confirmed within three weeks—and in any case, no later than two weeks before the start of the open-enrollment training—failing which they will expire.
6. If CM Partners provides the Counterparty with a Written confirmation of an orally concluded Agreement, that confirmation is deemed to reflect the Agreement correctly and completely, unless the Counterparty submits a substantiated Written objection within two working days of receipt.

7. If the Counterparty enters into the Agreement (also) on behalf of another natural or legal person, it declares to be authorized to do so. The Counterparty is jointly and severally liable, along with such (legal) person, for the fulfillment of the obligations arising from that Agreement.

ARTICLE 4 | DURATION, TERMINATION, AND PRICE ADJUSTMENT

1. The provisions of this article are without prejudice to the other provisions in these general terms and conditions concerning premature termination of the Agreement, including but not limited to those in Article 5.
2. The Agreement terminates upon completion or upon expiration of the specific term for which it was entered into, unless the nature and/or purpose of the Agreement indicates that it was entered into for an indefinite period. The User shall have access to the E-Learning for a period of 365 days, starting from the date CM Partners provides the login credentials.
3. An Agreement entered into for an indefinite period may be terminated by email with a notice period of one month.
4. CM Partners is entitled to adjust the agreed price of an Agreement that was entered into for an indefinite period. CM Partners shall notify the Counterparty of any price change no later than two months before it takes effect, allowing the Counterparty the opportunity to terminate the Agreement in the usual manner if they do not agree to the price adjustment.

Service Credit Package

5. A service credit package provided by CM Partners entitles the Counterparty to the expressly and In Writing agreed number of hours of Services, of the agreed type. A Service Credit Package is valid for six months from the date of purchase, unless explicitly agreed otherwise in Writing. After this validity period has lapsed, the Counterparty can no longer claim use of the agreed Services under the Service Credit Package.
6. A purchased Service Credit Package is not refundable. In case of cancellation in accordance with Article 5, credits will be reimbursed only if the conditions of Article 5 entitle the Counterparty to such reimbursement.

ARTICLE 5 | CANCELLATION OF THE AGREEMENT BY THE COUNTERPARTY

Open-enrollment and In-company Training Courses

1. If the Counterparty cancels an Agreement relating to an open-enrollment or in-company training, the following cancellation policy applies. In the event of cancellation:
 - up to (but not including) the 28th day before the start of the (first) Session, cancellation is free of charge;
 - from the 28th day (inclusive) to the 14th day (exclusive) before the start of the (first) Session, the Counterparty owes 50% of the agreed total price;
 - from the 14th day (inclusive) to the 7th day (exclusive) before the start of the (first) Session, the Counterparty owes 75% of the agreed total price;
 - from the 7th day (inclusive) before the start of the (first) Session onward, the Counterparty owes the full agreed total price.

Events

2. If the Counterparty cancels the Agreement for access to an Event, the following cancellation policy applies. In the event of cancellation:
 - up to (but not including) the 28th day before the start of the Event, cancellation is free of charge;
 - from the 28th day (inclusive) to the 14th day (exclusive) before the start of the Event, the Counterparty owes 50% of the agreed total price;
 - from the 14th day (inclusive) to the 7th day (exclusive) before the start of the Event, the Counterparty owes 75% of the agreed total price;
 - from the 7th day (inclusive) before the start of the Event onward, the Counterparty owes the full agreed total price.

E-Learning and Product Sales

3. If the Counterparty cancels an Agreement regarding the provision of E-Learning or the sale and delivery of Products, CM Partners is entitled to claim compensation for lost profits resulting from the cancellation. This compensation shall equal the amount CM Partners would have been entitled to, had the Agreement been completed in the normal course.

Training Course with a No-show Fee

4. If a no-show fee has been agreed for a free Session, this fee becomes payable if the Participant does not cancel their participation by email prior to the start of the Session. In such case, CM Partners will issue an invoice.

Other Services

5. If the Counterparty cancels an Agreement relating to other Services not covered in the above sections, the following cancellation policy applies. In the event of cancellation:
 - up to (but not including) the 28th day before the start of the Services, cancellation is free of charge;
 - from the 28th day (inclusive) to the 14th day (exclusive) before the start of the Services, the Counterparty owes compensation for the Services that were scheduled to be provided during the first two weeks of the Agreement;
 - from the 14th day (inclusive) before the start of the Services onward, the Counterparty owes compensation for the Services that were scheduled to be provided during the first four weeks of the Agreement—or, if the duration of the Agreement is less than four weeks, compensation for the entire agreed duration.

Form of Cancellation

6. Cancellation must be made In Writing. The date on which CM Partners receives the cancellation notice from the Counterparty shall be considered the official cancellation date.

ARTICLE 6 | SUBSTITUTION / CHANGES TO OPEN-ENROLLMENT AND IN-COMPANY TRAINING COURSES

1. A Participant in an open-enrollment or in-company training may be replaced by another Participant who also meets the admission requirements for the training, provided that CM Partners is notified of this by email prior to the start of the training. Substitution is only allowed for the entire training course and may not occur mid-course.
2. For a training course that requires prior self-study, substitution of a Participant is only possible up to one week before the training course commences.

3. CM Partners reserves the right to cancel, interrupt, or reschedule training courses in the event of special circumstances or insufficient participants. In such cases, CM Partners will consult with the Participants about alternative arrangements. CM Partners accepts no liability for any damage or costs incurred by the Counterparty, the Participant, or others resulting from such cancellation, interruption, or rescheduling. If payment has already been made, the Counterparty is entitled to a full refund of the amount paid to CM Partners in the event of cancellation by CM Partners.

ARTICLE 7 | GENERAL OBLIGATIONS OF THE COUNTERPARTY

1. The Counterparty must provide CM Partners with all information reasonably relevant to the setup and execution of the Agreement as soon as required for that purpose, in full, and in the manner possibly prescribed by CM Partners. The Counterparty guarantees the accuracy of all information it provides to CM Partners.
2. Furthermore, the Counterparty must always provide all cooperation necessary for the execution of the Agreement and must take all reasonable measures to optimize its execution.
3. If and as far as the Agreement is to be executed at the Counterparty's location or at another location designated by it and agreed upon by the Parties, the Counterparty shall ensure that the designated space is suitable and that CM Partners can use all reasonably required facilities and equipment at that location free of charge.

ARTICLE 8 | THIRD PARTIES

1. CM Partners is at all times entitled to subcontract all or part of the execution of the Agreement to third parties. The applicability of Articles 7:404 and 7:407(2) of the Dutch Civil Code is excluded.
2. These general terms and conditions are also stipulated for the benefit of the third parties referred to in the previous paragraph. As such, those third parties may invoke the provisions of these general terms and conditions against the Counterparty as if they were a party to the Agreement, to the extent the rights in question are not by nature or intent exclusively reserved to CM Partners.
3. Except where prohibited by mandatory law under the specific circumstances, CM Partners shall not be liable for any damages resulting from errors or shortcomings of third parties as referred to in paragraph 1.
4. CM Partners accepts no liability whatsoever for damages resulting from errors or shortcomings of third parties with whom the Counterparty has independently concluded an agreement, even if this occurred upon CM Partners' recommendation or mediation. If the Counterparty purchases a voucher from CM Partners for services to be delivered by a third party, the redemption of that voucher with the third party constitutes the formation of a direct agreement between the Counterparty and that third party, to which CM Partners is not a party. The above provisions apply accordingly.
5. It is possible that the third parties referred to in paragraph 1 will seek to limit their liability. CM Partners assumes—and hereby stipulates, if necessary—that the Agreement grants it the authority to accept such limitations of liability also on behalf of the Counterparty.

ARTICLE 9 | TERMS AND DEADLINES

1. Unless the nature and/or purpose of the obligation dictates otherwise, all performance and delivery deadlines to which CM Partners has committed are to be considered indicative and non-fatal. CM Partners shall only be in default after the Counterparty has sent a Written notice of default specifying a reasonable deadline for compliance, and CM Partners fails to fulfill its obligations within that period.
2. If the execution of the Agreement depends on information or actions to be provided by the Counterparty, and such information or actions are not provided in a timely manner, CM Partners is entitled to suspend performance or delivery for the duration of the delay.
3. CM Partners' default only entitles the Counterparty to terminate the part of the Agreement affected by the default and never to claim additional or substitute damages.

ARTICLE 10 | SALE AND DELIVERY OF PRODUCTS

1. Delivery of the Products shall take place at the delivery address specified by the Counterparty.
2. CM Partners is entitled to deliver Product orders in installments.
3. If the agreed delivery term is exceeded, the Counterparty is not entitled to refuse receipt of the Products or to withhold payment of the amount owed under the Agreement.
4. If the Products could not be delivered due to a circumstance attributable to the Counterparty, CM Partners is entitled to store the Products at the Counterparty's expense, without prejudice to its right to full payment. The Counterparty shall bear any additional costs incurred as a result.

Complaints

5. The Counterparty must inspect the delivered Products immediately upon delivery to verify conformity with the Agreement and the absence of damage or defects. If the Counterparty deems the Products non-conforming or defective, they must notify CM Partners in Writing as soon as possible, and no later than two working days after delivery. In case of damage, clear photographs must be submitted.
6. If the Counterparty fails to submit a timely or properly substantiated complaint, CM Partners shall have no obligations or liability in relation to such a complaint.
7. Even in the event of a timely complaint, the Counterparty remains obligated to full and timely payment and performance of the Agreement.

ARTICLE 11 | TRAINING COURSES, WORKSHOPS, CERTIFICATION, AND EXAMS

1. Participants must follow all instructions from the instructor during the Session.
2. If a Participant fails to follow instructions or otherwise disrupts the Session, they may be denied access without the Counterparty being entitled to any refund or cancellation.
3. Participants must be able to provide identification to attend a Session and any corresponding exam.
4. If a Participant is unable to identify themselves, access to the Session and any related exam may be denied.
5. Participants are not allowed to take or distribute photos or other visual material during Sessions without express permission from CM Partners.

Retaking Exams

6. If the Participant is entitled to retake a Practitioner or Expert exam, the retake must occur within one year of the original exam date.

ARTICLE 12 | E-LEARNING

1. Upon receipt of payment, CM Partners shall provide the User with a personal account within two working days, granting access to the E-Learning.
2. The User must use a widely supported browser compatible with CM Partners' technical requirements, which are published on the website.
3. CM Partners grants the User a non-exclusive, non-transferable, and non-sublicensable license to use the Platform and the E-Learning, which expires upon termination of the Agreement.
4. The license granted is non-transferable. It may not be sold, rented, sublicensed, or otherwise made available to third parties. Sharing the browser window in which the E-Learning is displayed is also prohibited.
5. The license may only be used for personal (professional) use.
6. All actions performed under a User's account are attributed to the Counterparty. Use of login credentials issued under the Agreement is at the Counterparty's own risk, and the Counterparty ensures the User complies with these terms. Violations are treated as the Counterparty's own actions.
7. The content provided via the Platform (e.g., videos, images, texts) may only be used for its intended purpose through the normal functionality of the Platform. Reproduction, distribution, sale, or licensing is strictly prohibited.
8. The Counterparty ensures that the User follows all instructions from CM Partners concerning use of the Platform.
9. The Platform may not be used for illegal or otherwise unauthorized purposes. All use must comply with applicable laws, including those related to intellectual property.
10. It is prohibited to interfere with the Platform or its infrastructure, including the transmission of worms, viruses, spyware, malware, or other harmful or disruptive code.
11. CM Partners may modify the E-Learning content at any time in minor ways that do not reasonably burden the Counterparty or User.
12. The Counterparty ensures that the User avoids unauthorized use of the Platform and behaves as a responsible user. Specifically, it is prohibited to:
 - attempt to access E-Learning without authorization;
 - use the Platform in a way that impairs its functionality or causes disruption to others;
 - share login credentials with others, whether inside or outside the Counterparty's organization.

ARTICLE 13 | EVENTS

Access to the Event

1. Upon registration, the Counterparty must provide CM Partners with the correct and complete name(s) of the Guest(s). Attendance at the Event is only permitted for Guests whose names were submitted during registration. However, it is possible to transfer the right of access to a third party. The Counterparty must notify CM Partners of this before the start of the Event, including the names of both the Guest(s) transferring and receiving access. The transfer is only valid once CM Partners has confirmed it.
2. The Counterparty is not allowed to transfer access rights in exchange for a higher price than originally paid to CM Partners.
3. At the start of the Event, each Guest must collect a name badge upon entry. Upon request, the Guest must present identification to prove legitimate access. Without valid identification, access will be denied, and no refund will be given.

Event Cancellation & Rescheduling by CM Partners

4. CM Partners reserves the right to cancel or reschedule the Event due to insufficient Guests or force majeure. Force majeure includes any circumstance beyond CM Partners' control that prevents the Event from taking place as scheduled.
5. If the Event is canceled or rescheduled, CM Partners will notify the Counterparty in writing, and the Counterparty is entitled to a full refund. No additional compensation is owed. If rescheduled, the Counterparty must submit a refund request at least 30 days prior to the new date to waive access to the Event.

House Rules and Staff Instructions

6. Each Guest must comply with the venue's house rules, which may be updated. The most recently published version is part of the Agreement.
7. Guests must follow all reasonable instructions issued by the Staff.
8. Staff may deny or revoke a Guest's access if the Guest's conduct warrants it, e.g., violation of house rules or these terms.

Liability and Indemnity

9. CM Partners is not liable for any damage suffered by the Counterparty or Guests during or related to attendance at the Event. Guests attend at their own risk. CM Partners is not responsible for lost, stolen, or damaged items or for circumstances not attributable to CM Partners.
10. CM Partners is not liable for damage due to cancellation, changes, or deviations in the Event's content, or due to actions or omissions by CM Partners' partners, the venue operator, Staff, or other third parties.

ARTICLE 14 | COMPLAINTS REGARDING SERVICES

1. With regard to Services, the Counterparty is obliged to notify CM Partners in Writing and with proper justification of any complaints within 14 days of discovering or reasonably being able to discover the presumed error or shortcoming. Failing to do so will be deemed as CM Partners having fulfilled its obligations, and the Counterparty will no longer be entitled to invoke any error or shortcoming by CM Partners. The right to bring a legal claim or defense asserting that an Event organized by CM Partners does not conform to the Agreement shall lapse if no Written and substantiated notice of the alleged shortcoming has been submitted to CM Partners within 14 days after the Event has concluded.
2. CM Partners strives to handle complaints within five working days of receipt and will inform the Counterparty in Writing accordingly.
3. If a complaint requires a longer processing time, CM Partners will inform the Counterparty within the aforementioned five working days, stating the reason for the delay and providing an estimate of when a substantive response can be expected.

ARTICLE 15 | FORCE MAJEURE AND UNFORESEEN CIRCUMSTANCES

1. CM Partners is not required to fulfill the Agreement if unable due to force majeure. This includes illness or disability of staff, technical failures, fire, transportation disruptions, power outages, etc.
2. If force majeure makes fulfillment permanently impossible or lasts more than three months, either Party may terminate the Agreement with immediate effect.
3. If CM Partners has partially fulfilled the Agreement, it may invoice the performed or still performable part. Other damages due to force majeure are not eligible for compensation.
4. If government measures or advice make it unreasonable for CM Partners' staff to attend in person, the Services may be switched to an online format one day before the scheduled date. This does not entitle the Counterparty to cancel or seek a refund beyond Article 5.

ARTICLE 16 | SUSPENSION AND TERMINATION

1. CM Partners may suspend its obligations if the Counterparty fails to meet due (payment) obligations.
2. CM Partners may terminate the Agreement immediately if the Counterparty fails to meet obligations on time or in full, unless the failure is minor. Prior notice and a cure period may apply unless clearly futile.
3. Termination is only unjustified if the failure is minor or its consequences do not warrant termination.
4. CM Partners may also terminate if the Counterparty is bankrupt, under administration, or otherwise unable to manage its assets.
5. CM Partners may terminate if continuation of the Agreement is unreasonable due to unforeseen circumstances.
6. The Counterparty is not entitled to compensation due to suspension or termination under this article.
7. If termination is due to the Counterparty's breach, CM Partners may claim damages.
8. Upon termination, all outstanding claims become immediately due.

ARTICLE 17 | PRICES, EXPENSES, AND PAYMENTS

1. All amounts are in euros and exclusive of VAT, unless otherwise stated.
2. Service rates exclude accommodation costs but include travel within the Netherlands, except the Wadden Islands. Accommodation costs for Participants are the Counterparty's responsibility unless otherwise agreed.
3. Hourly rates apply per calendar year. CM Partners will publish rates for the next year by December 1.
4. E-Learning prices are based on the form submission or CM Partners' offer.
5. CM Partners may require full or partial advance payment before performance begins.
6. Payments must be made via bank transfer within the term stated on the invoice. The standard term is 30 days.
7. Invoices are sent via email. A physical invoice costs €10 if requested in advance, or €25 if requested after digital invoicing. These costs exclude VAT.
8. In case of liquidation, bankruptcy, or suspension of payment, all amounts become immediately due.
9. The Counterparty may not suspend or offset payments.
10. In case of late payment, 2% interest per month applies automatically, with partial months counting as full.
11. All reasonable costs for recovery (legal and extrajudicial) are borne by the Counterparty.

ARTICLE 18 | LIABILITY AND INDEMNITY

1. CM Partners performs Services to the best of its ability, but only offers a best-efforts obligation—no guaranteed results.
2. E-Learning is available 24/7 except for maintenance or outages. CM Partners is not liable for availability beyond its web interface.
3. CM Partners and external instructors are not liable for accidents, damages, or theft during Sessions.
4. CM Partners is not liable for damages from inaccurate or incomplete information provided by the Counterparty, Participant, or User.
5. CM Partners is not liable for decisions made based on knowledge gained from Services.
6. CM Partners is not liable for indirect damage, loss of profits, business interruption, data loss, third-party claims, or similar.
7. Liability exclusions do not apply in cases of intent or deliberate recklessness by CM Partners or their senior staff. CM Partners is only liable for direct damages:
 - reasonable costs to determine cause and extent of damage;
 - costs to remedy poor performance;
 - costs to prevent or limit damage.
8. If CM Partners is liable, it will either correct the issue, replace the Product, or refund part of the invoice, up to €12,500 or the amount paid by its insurer, whichever is higher.
9. All claims expire one year after the cause arose.
10. The Counterparty indemnifies CM Partners against third-party claims arising from non-attributable causes.

ARTICLE 19 | RETENTION OF TITLE

1. Products remain CM Partners' property until fully paid.
2. The Counterparty may not sell or pledge retained Products.
3. If third parties seize such Products, CM Partners must be notified immediately.
4. Violating this clause makes all payments immediately due.
5. CM Partners may access all locations holding their retained Products to exercise its rights.
6. If obligations are later unmet, retention of title revives.

ARTICLE 20 | INTELLECTUAL PROPERTY

1. CM Partners or their licensors retain all intellectual property rights over methods, presentations, E-Learning, materials, checklists, books, proposals, etc.
2. 2. The Counterparty, Participants, and Users may only use such materials for internal use and may not share, sell, or copy them.
3. 3. Violations incur a €5,000 fine per infringement, without prejudice to further claims.

ARTICLE 21 | FINAL PROVISIONS

1. CM Partners may amend these terms and will notify the Counterparty when it does.
2. Dutch law governs all Agreements and legal relations.
3. CM Partners agrees to appoint a mediator in case of disputes.
4. Parties must first attempt to resolve disputes amicably.
5. The court in Utrecht has exclusive jurisdiction, unless CM Partners designates another competent court.
6. In the event of textual differences between the English and Dutch version of these general terms and conditions, the Dutch version will prevail over the English version.