



TRAINING SERVICES

GENERAL TERMS

AND CONDITIONS

Version: 1.6.9

Effective Date: 15 January 2026



LEGAL AND COMPANY INFORMATION



Trading Name: Aractech
Legal Entity: Aractech
Legal Form: Eenmanszaak
Company Registration Number: 91738830
D-U-N-S® Number: 494890360
Registered Address: Waarderweg 50 - 2031 BP - Haarlem - NL
General Email : info@aractech.com



European-Based Training Provider
Established in the Netherlands

Privacy Email: privacy@aractech.com
Complaints Email: complaints@aractech.com
Website: <https://aractech.com>



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Waarderweg 50 - 2031BP
Haarlem - Netherlands

Transforming
Business *for* Good

TRAINING SERVICES GENERAL TERMS AND CONDITIONS

Version: 1.6.9
Effective Date: 15.1.2026

1. SCOPE AND CONTRACTING PARTY

1.1. These General Terms and Conditions (Terms) govern all quotations, registrations, bookings, orders, invoices and agreements relating to training courses, workshops, seminars, examinations, assessments and associated services supplied by aractech

1.2. The legal entity identified on the applicable quotation, registration confirmation or invoice shall be the contracting training provider and shall be referred to in these Terms as the Provider.

1.3. The person attending the training shall be referred to as the Participant Any company, public authority, institution or other organisation registering or paying for a Participant shall be referred to as the Client.

1.4. Where the Participant registers and pays personally for purposes outside their trade, business, craft or profession, the Participant may qualify as a Consumer under applicable European Union and national consumer-protection legislation.

1.5. These Terms apply to both business Clients and Consumers. Any provision that conflicts with mandatory consumer law shall apply only to the extent permitted by law.

1.6. By submitting a registration, accepting a quotation, issuing a purchase order, paying an invoice or attending a course, the Client and Participant confirm that they have read, understood and accepted these Terms.

1.7. No terms contained in a Client's purchase order, procurement document or other communication shall override these Terms unless expressly accepted in writing by an authorised representative of the Provider.

2. CONTRACT FORMATION

2.1. Course information published on the Provider's website constitutes an invitation to register and does not, by itself, constitute a binding offer.

2.2. A binding agreement is formed when the Provider:

- a. Issues a written registration confirmation;
- b. Accepts the Client's purchase order in writing;
- c. Receives full or agreed partial payment; or
- d. Otherwise confirms acceptance in writing.

2.3. A quotation remains valid for the period stated on it. If no validity period is specified, the quotation shall remain valid for thirty (30) calendar days from its date of issue.

2.4. A provisional invoice or unpaid registration does not reserve a guaranteed place indefinitely.

2.5. The Provider may refuse a registration where:

- a. The course is fully booked;
- b. The Participant does not meet stated prerequisites;
- c. Payment or required information has not been received;
- d. Applicable sanctions, anti-money-laundering or compliance checks cannot be completed;
- e. The registration presents a security, legal or operational risk; or
- f. Accepting the registration would breach applicable law.

3. COURSE INFORMATION AND CONFIRMED DATES

3.1. Course descriptions, learning objectives, dates, locations, delivery methods and durations are stated on the relevant course page or quotation.

3.2. All course dates published on the Provider's official website are confirmed at the time of publication.

3.3. Following confirmed registration and receipt of payment, the Provider shall use reasonable professional care to deliver the course on the specified date, subject to these Terms and the Force Majeure provisions.

3.4. Registrations submitted fewer than fourteen (14) calendar days before the course start date are accepted subject to operational availability.

3.5. Where registration and payment have not been completed at least fourteen (14) calendar days before the course start date, the Client or Participant shall not be entitled to compensation solely because:

- a. The late registration cannot be accommodated;
- b. A trainer, room or administrative arrangement is no longer available; or
- c. A date adjustment becomes necessary before the registration is formally confirmed.

3.6. The Provider may make reasonable changes to:

- a. The daily timetable;
- b. The order in which topics are delivered;
- c. The assigned trainer;
- d. The training room or venue within the same city or reasonable surrounding area;
- e. Supporting materials; or
- f. The delivery platform used for live-online training.

3.7. Such changes shall not constitute cancellation where the principal learning objectives, course duration and overall standard of delivery are materially maintained.

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4. STANDARD COURSE DURATION

4.1. Unless expressly stated otherwise, the standard course duration is twenty-five (25) training hours delivered over five (5) days.

4.2. The standard maximum daily training duration is five (5) hours, including the structure described on the applicable course page.

4.3. Breaks are not counted as instructional hours unless applicable accreditation rules expressly provide otherwise.

4.4. Certain programmes may require more than twenty-five (25) training hours. For example, some project-management programmes may require at least thirty-five (35) training hours.

4.5. Certain specialist programmes may be delivered over ten (10) days for a total of fifty (50) training hours.

4.6. Any programme that differs from the standard duration shall be identified separately, and its applicable duration shall be stated on the course page, quotation or registration confirmation.

5. PRICES, QUOTATIONS AND TAXES

5.1. Published prices are final and non-negotiable unless an authorised group discount, promotional offer or written quotation applies.

5.2. Unless expressly stated otherwise, all prices are exclusive of Value Added Tax (VAT) and any comparable sales, consumption or withholding taxes.

5.3. Where VAT is legally applicable, the relevant discount shall first be deducted from the standard training fee. VAT shall then be calculated on the discounted subtotal.

5.4. The Client is responsible for any taxes, withholding obligations or governmental charges imposed in its country, except taxes imposed directly on the Provider's net income.

5.5. The Client may not deduct withholding tax from the invoice unless required by applicable law. Where a deduction is legally required, the Client shall provide an official withholding certificate or equivalent evidence.

5.6. Quotations are based on the information supplied by the Client. The Provider may revise a quotation where the Client changes the number of Participants, course location, delivery method, dates, scope or required services.

6. GROUP DISCOUNTS

6.1. Unless otherwise agreed in writing, the following group discounts apply to Participants registered together for the same programme:

- a. Two (2) Participants: 20% discount;
- b. Three (3) or four (4) Participants: 35% discount;
- c. Five (5) or more Participants: 50% discount.

6.2. Group discounts apply only where all Participants:

- a. Attend the same programme;
- b. Attend on the same dates and using the same delivery method;
- c. Are registered as one group; and
- d. Are included on the same invoice or approved consolidated quotation.

6.3. Group discounts cannot be combined with other discounts or promotional offers unless expressly approved in writing.

6.4. If the number of Participants is reduced after a group discount has been granted, the Provider may recalculate the applicable discount and issue an amended invoice.

7. INVOICES AND PAYMENT DEADLINES

7.1. Each invoice is payable within thirty (30) calendar days from its date of issue or the registration date, as applicable, provided that the course does not commence within that 30-day period.

7.2. If the course commences within thirty (30) calendar days of the invoice or registration date, full payment must be received before the course start date.

7.3. Payment is therefore due on the earlier of:

- a. Thirty (30) calendar days from the invoice date or
- b. The course start date.

7.4. If payment is not received by the applicable due date, the invoice and related provisional registration may be cancelled automatically by the Provider's system.

7.5. No late-payment fee shall be charged when an unpaid invoice is automatically cancelled, and neither party shall have any further obligation arising from that unpaid invoice.

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11. EU CONSUMER RIGHT OF WITHDRAWAL

11.1. This Section applies only to a Consumer who concludes a distance or off-premises contract and does not apply to a business Client acting for commercial or professional purposes.

11.2. Subject to applicable exceptions, a Consumer may withdraw from a distance service contract within fourteen (14) calendar days from the date the contract is concluded, without providing a reason.

11.3. To exercise the right of withdrawal, the Consumer must send an unequivocal written statement to:

Legal Entity: aractech
Postal Address: Waarderweg 50 - 2031BP - Haarlem
Email: info@aractech.com

11.4. The Consumer may use the following wording, although use of this form is not compulsory:

I hereby give notice that I withdraw from my contract for the following training service:

Course title:
Course date:
Participant's name:
Registration or invoice number:
Date of registration:
Name of Consumer:
Address of Consumer:
Date:
Signature, if submitted on paper:

11.5. If the Consumer requests that the training service begin during the 14-day withdrawal period, the Provider may require an express request to begin early.

11.6. If the Consumer withdraws after requesting early commencement, the Consumer may be required to pay an amount proportionate to the services supplied before withdrawal, to the extent permitted by law.

11.7. Where the service has been fully performed during the withdrawal period, the Consumer may lose the right of withdrawal only where:

- Performance began with the Consumer's prior express consent; and
- The Consumer acknowledged that the right of withdrawal would be lost once the service had been fully performed.

11.8. Nothing in the standard cancellation policy limits a Consumer's mandatory statutory rights.

12. PROVIDER CANCELLATION OR MATERIAL CHANGE

12.1. The Provider shall not cancel a confirmed course except where reasonably necessary due to:

- A Force Majeure Event;
- Illness, incapacity or unavailability of a trainer where no suitable replacement can reasonably be arranged;
- Closure or unavailability of the venue;
- Governmental, safety or security restrictions;
- Technical failure materially preventing online delivery; or
- Another circumstance beyond the Provider's reasonable control.

12.2. Where the Provider cannot deliver the course as confirmed, it may offer:

- An alternative date;
- An alternative location;
- Live-online delivery;
- Transfer to another suitable programme; or
- A credit valid for twelve (12) months from the original course start date.

12.3. If the Provider cancels the course and no reasonable alternative is accepted or available, the Client shall receive a refund of the training fee actually paid for the affected course.

12.4. Except where prohibited by law, the refund of the affected training fee shall constitute the Client's exclusive monetary remedy for course cancellation.

13. FORCE MAJEURE

13.1. Neither party shall be liable for failure or delay caused by circumstances beyond its reasonable control.

13.2. Force Majeure Events may include:

- War, armed conflict or terrorism;
- Widespread civil unrest;
- Natural disasters, floods, fires or earthquakes;
- Epidemics, pandemics or public-health emergencies;
- Government restrictions, border closures or travel prohibitions;
- Widespread transport disruption;
- Failure of essential utilities or telecommunications;
- Cyberattacks affecting essential delivery systems;
- National emergencies; or
- Comparable widespread public events.

13.3. To qualify under this Section, the event must materially affect the country, city, venue or delivery infrastructure relevant to the course. Personal circumstances affecting only the Participant or Client do not normally constitute Force Majeure.

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8. PAYMENT METHODS

8.1. Payment may be made by bank transfer using the details stated on the applicable invoice or the following details:

Account Name: aractech

Bank Name: ABN AMRO

IBAN / Account Number: NL25ABNA0127276041

SWIFT / BIC: ABNANL2A



Payment Reference: Invoice number and Participant's full name

8.2. Payment may also be made using an eligible debit or credit card through the following secure payment link:
<https://aractech.com/payment>

8.3. The payer is responsible for bank charges, card fees, foreign-exchange charges and intermediary-bank deductions unless otherwise stated in writing.

8.4. Payment is considered received only when the full invoiced amount has cleared in the Provider's account.

8.5. The Provider is not responsible for delays caused by banks, payment processors, incorrect payment references or compliance checks outside its reasonable control.

9. PARTICIPANT CANCELLATION AND REFUNDS

9.1. Cancellation requests must be submitted in writing to:

info@aractech.com

9.2. A cancellation becomes effective on the date the Provider receives the written request.

9.3. Unless mandatory consumer law provides otherwise, the following refund policy applies:

a. More than forty-five (45) calendar days before the course start date: 100% refund of the training fee paid;

b. Between thirty-one (31) and forty-five (45) calendar days before the course start date: 50% refund of the training fee paid;

c. Thirty (30) calendar days or fewer before the course start date: no refund.

9.4. Calculation of the cancellation period is based on calendar days and the scheduled first day of the course.

9.5. Refunds shall be returned to the original payer and, wherever reasonably possible, through the original payment method.

9.6. Non-refundable bank charges, card-processing fees, currency-conversion charges and third-party costs may be deducted from the refund, except where prohibited by mandatory law.

9.7. Failure to attend, late arrival, partial attendance or early departure does not entitle the Client or Participant to a refund.

9.8. Visa refusal does not automatically entitle the Client or Participant to a refund. The standard cancellation deadlines remain applicable unless a separate written visa-refusal policy has been agreed.

9.9. A refund does not include travel, accommodation, visa, insurance, subsistence or other third-party expenses.

10. SUBSTITUTION AND TRANSFER OF PARTICIPANTS

10.1. A Client may request substitution of one Participant for another by submitting a written request before the course starts.

10.2. Substitution is subject to:

- a. The replacement Participant meeting the applicable prerequisites;
- b. Completion of required compliance and identity checks;
- c. Availability of sufficient time to amend course documents; and
- d. Payment of any reasonable additional administrative or third-party costs.

10.3. A registration may not be transferred to another course, date, city or delivery format without the Provider's written approval.

10.4. Any approved transfer may be subject to the price and Terms applicable to the replacement course.

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13.4. The affected party shall:

- a. Notify the other party without unreasonable delay;
- b. Provide reasonable information about the event;
- c. Take reasonable measures to minimise its consequences; and
- d. Resume performance as soon as reasonably possible.

14. TRAVEL, VISA AND ACCOMMODATION

14.1. Unless expressly included in a written quotation, the training fee does not include:

- a. Visa fees;
- b. Flights or other transport;
- c. Accommodation;
- d. Meals or subsistence;
- e. Travel or medical insurance; or
- f. Personal expenses.

14.2. The Participant is responsible for passports, visas, entry permissions, insurance and compliance with immigration requirements.

14.3. The Provider may issue a training confirmation or invitation letter after registration and payment, but does not guarantee that a visa will be granted.

14.4. Immigration and visa decisions are made exclusively by the relevant governmental authorities.

14.5. The Client should not make non-refundable travel arrangements without appropriate insurance and written course confirmation.

15. PARTICIPANT OBLIGATIONS AND CONDUCT

15.1. Participants must:

- a. Attend punctually;
- b. Behave professionally and respectfully;
- c. Comply with venue, health, safety and security rules;
- d. Avoid disrupting other Participants;
- e. Protect confidential information;
- f. Refrain from harassment, discrimination, intimidation or abusive behaviour; and
- g. Use course materials only for authorised personal learning purposes.

15.2. The Provider may warn, suspend or remove a Participant whose conduct:

- a. Creates a safety or security risk;
- b. Materially disrupts the course;
- c. Harasses or threatens another person;
- d. Infringes intellectual-property rights;
- e. Involves fraud, impersonation or dishonesty; or
- f. Breaches applicable law or these Terms.

15.3. Removal for serious misconduct does not entitle the Participant or Client to a refund.

16. ACCESSIBILITY AND SPECIAL REQUIREMENTS

16.1. Participants should notify the Provider of reasonable accessibility, dietary or learning requirements as early as possible.

16.2. The Provider shall make reasonable efforts to accommodate disclosed requirements in accordance with applicable equality and accessibility legislation.

16.3. The Provider cannot guarantee an adjustment where:

- a. Insufficient notice is provided;
- b. The adjustment would fundamentally alter the course;
- c. The adjustment is technically or operationally impossible; or
- d. The adjustment would impose a disproportionate burden.

16.4. Health information shall be collected only where necessary and handled with appropriate safeguards under applicable data-protection law.

17. CERTIFICATES, ASSESSMENTS AND ACCREDITATION

17.1. A certificate of attendance or completion may be issued where the Participant satisfies the stated attendance and completion requirements.

17.2. A Provider-issued certificate does not constitute a licence, academic degree, governmental qualification or third-party professional accreditation unless expressly stated.

17.3. Where a programme prepares Participants for an external examination or certification, the following are not included unless expressly confirmed:

- a. Examination registration;
- b. Examination fees;
- c. Membership fees;
- d. Third-party certification fees; or
- e. A guarantee of passing the examination.

17.4. The Provider does not guarantee employment, promotion, professional registration, examination success or any particular commercial outcome.

17.5. Certificates may be withheld where payment remains outstanding, attendance requirements have not been met or identity information cannot be verified.

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18. INTELLECTUAL PROPERTY RIGHTS

18.1. All intellectual-property rights in course materials, presentations, manuals, exercises, recordings, databases, designs, trademarks, website content and teaching methods remain owned by the Provider or its licensors.

18.2. Payment of the training fee grants the Participant a limited, personal, non-exclusive, non-transferable and revocable licence to use the supplied materials for private learning and internal professional reference.

18.3. The Participant may not, without prior written permission:

- a. Copy or reproduce substantial parts of the materials;
- b. Distribute, sell, licence or publish the materials;
- c. Upload materials to public or shared platforms;
- d. Translate or adapt the materials for commercial use;
- e. Use the materials to deliver competing training;
- f. Remove copyright or ownership notices;
- g. Record the training session; or
- h. permit another person to access restricted course materials or online sessions.

18.4. Unauthorised use may result in access termination and legal action.

19. RECORDING, PHOTOGRAPHY AND PUBLICITY

19.1. Participants may not record audio, video or screen content during a course without prior written permission.

19.2. The Provider shall not use a Participant's identifiable image, voice, testimonial or personal profile for promotional purposes without an appropriate legal basis and, where required, specific consent.

19.3. Where a session is recorded for educational or quality purposes, Participants shall be informed in advance of:

- a. The purpose of recording;
- b. The legal basis;
- c. Who will receive access;
- d. The retention period; and
- e. Any available participation alternatives.

19.4. Consent for promotional photography or recording may be withdrawn for future use, without affecting processing already lawfully undertaken.

20. CONFIDENTIALITY

20.1. Each party shall protect confidential information received from the other party and shall use it only for purposes connected with the training agreement.

20.2. Confidential information includes non-public commercial, financial, operational, technical and personal information.

20.3. Confidentiality obligations do not apply to information that:

- a. Is lawfully in the public domain;
- b. Was already lawfully known to the receiving party;
- c. Is received lawfully from a third party;
- d. Is independently developed; or
- e. Must be disclosed under applicable law or a binding order.

20.4. Participants must not disclose confidential business examples, discussions or personal information shared by other Participants during the course.

20.5. Nothing in these Terms creates an obligation for the Provider to accept confidential or sensitive Client information as part of course exercises.

21. DATA PROTECTION AND GDPR

21.1. The Provider shall process personal data in accordance with Regulation (EU) 2016/679, the General Data Protection Regulation (GDPR), and applicable national data-protection legislation.

21.2. Where Aractech independently issues invoices or manages registrations, it shall normally act as an independent controller for the personal data it processes for its own purposes.

21.3. Where the parties jointly determine the purposes and means of processing, their respective responsibilities shall be documented in accordance with applicable GDPR requirements.

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22. CATEGORIES OF PERSONAL DATA

22.1. The Provider may process:

- a. Name, title and contact information;
- b. Employer, department and job title;
- c. Billing, tax and payment information;
- d. Registration and attendance information;
- e. Course selections and learning records;
- f. Communications and support requests;
- g. Certificate and assessment information;
- h. Website, device, cookie and security information;
- i. Visa-support information where requested;
- j. Accessibility or dietary information voluntarily supplied;
- k. Photographs or recordings where lawfully collected; and
- l. Compliance, fraud-prevention and sanctions-screening information.

22.2. The Provider shall not request unnecessary special-category personal data.

22.3. Where health, accessibility or other special-category data is required, it shall be processed only where an appropriate lawful basis and an Article 9 GDPR condition apply.

23. PURPOSES AND LEGAL BASES FOR PROCESSING

23.1. Personal data may be processed for the following purposes:

- a. Managing registrations and delivering training;
- b. Issuing quotations, invoices and confirmations;
- c. Processing payments and refunds;
- d. Communicating course arrangements;
- e. Confirming attendance and issuing certificates;
- f. Providing customer support;
- g. Meeting accounting, tax and legal obligations;
- h. Preventing fraud and maintaining security;
- i. Handling complaints and legal claims;
- j. Improving course quality and administration; and
- k. Sending marketing communications where legally permitted.

23.2. Depending on the circumstances, processing may be based on:

- a. Performance of a contract or steps requested before entering a contract;
- b. Compliance with a legal obligation;
- c. The Provider's legitimate interests, provided those interests are not overridden by the individual's rights;
- d. Consent, where consent is required; or
- e. Establishment, exercise or defence of legal claims.

23.3. Where consent is relied upon, it may be withdrawn at any time. Withdrawal does not affect processing undertaken lawfully before withdrawal.

23.4. The Provider shall not use consent where another lawful basis is more appropriate.

24. DATA SHARING AND PROCESSORS

24.1. Personal data may be shared only where reasonably necessary with:

- a. Trainers and authorised staff;
- b. Training venues and local coordinators;
- c. Payment processors and banks;
- d. Accounting and tax advisers;
- e. IT, hosting, email and customer-management providers;
- f. Courier and certificate-delivery providers;
- g. Accreditation or examination bodies where applicable;
- h. Governmental or regulatory authorities where legally required; and
- i. Professional advisers, insurers or courts in connection with legal claims.

24.2. Service providers processing personal data on the Provider's behalf shall be subject to appropriate confidentiality, security and data-processing obligations.

24.3. The Provider shall not sell Participants' personal data.

24.4. Personal data shall not be disclosed to unrelated third parties for their independent marketing without an appropriate legal basis.

25. INTERNATIONAL DATA TRANSFERS

25.1. Where personal data is transferred outside the European Economic Area, the Provider shall use a lawful transfer mechanism.

25.2. Such mechanisms may include:

- a. A European Commission adequacy decision;
- b. The European Commission's Standard Contractual Clauses;
- c. Binding Corporate Rules;
- d. A legally permitted derogation for a specific situation; or
- e. Another valid mechanism recognised under Chapter V of the GDPR.

25.3. Where required, the Provider shall assess whether supplementary technical, contractual or organisational safeguards are necessary.

25.4. Information about applicable transfer safeguards may be requested through the Provider's privacy contact.

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26. DATA RETENTION

26.1. Personal data shall be retained only for as long as necessary for the purpose for which it was collected and to satisfy legal, tax, accounting, accreditation and dispute-resolution requirements.

26.2. Unless a different statutory period applies, the Provider's indicative retention periods are:

- a. Unsuccessful enquiries and unpaid registrations: up to twenty-four (24) months after the last meaningful contact;
- b. Contracts, invoices, payment and tax records: the period required by applicable accounting and tax law, generally between seven (7) and ten (10) years depending on the relevant jurisdiction;
- c. Attendance and certificate records: up to ten (10) years, or longer where reasonably required to verify certificates;
- d. Routine correspondence: up to five (5) years after completion of the service;
- e. Complaints and legal claims: until expiry of the applicable limitation period and conclusion of any proceedings;
- f. Marketing records: until consent is withdrawn, an objection is received or the data is no longer required;
- g. Online technical logs: for a proportionate security period, normally between six (6) and twenty-four (24) months;
- h. Session recordings: for the period communicated before recording and no longer than reasonably necessary; and
- i. Accessibility or health information: only for as long as necessary to provide the requested accommodation, unless longer retention is legally required.

26.3. Data may be retained for a longer period where required by law, a regulatory authority, accreditation rules or the establishment, exercise or defence of legal claims.

26.4. At the end of the applicable period, personal data shall be securely deleted, anonymised or archived with restricted access.

27. DATA SECURITY AND PERSONAL-DATA BREACHES

27.1. The Provider shall implement appropriate technical and organisational measures proportionate to the nature, scope, context and risks of processing.

27.2. Measures may include:

- a. Access controls and least-privilege permissions;
- b. Strong authentication;
- c. Encryption where appropriate;
- d. Secure backups;
- e. Staff confidentiality obligations;
- f. Security monitoring;
- g. Processor due diligence;
- h. Incident-response procedures; and
- i. Periodic review of security controls.

27.3. No method of transmission or storage is completely risk-free. The Provider does not warrant absolute security but shall maintain safeguards required by applicable law.

27.4. Where a personal-data breach occurs, the Provider shall assess the risk and notify the competent supervisory authority and affected individuals where required by Articles 33 and 34 GDPR.

28. DATA-SUBJECT RIGHTS

28.1. Subject to the conditions and limitations of the GDPR, an individual may have the right to:

- a. Receive transparent information about processing;
- b. Request access to personal data;
- c. Request correction of inaccurate data;
- d. Request deletion of personal data;
- e. Request restriction of processing;
- f. Receive certain data in a portable format;
- g. Object to processing based on legitimate interests;
- h. Object to direct marketing at any time;
- i. Withdraw consent; and
- j. Request safeguards relating to automated decision-making.

28.2. Requests may be submitted to:

privacy@aractech.com

28.3. The Provider may request reasonable evidence of identity before responding.

28.4. Requests shall normally be answered within one month, subject to any lawful extension permitted under the GDPR.

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28.5. Rights are not absolute. A request may be restricted where retention or processing is required by law, contractual necessity or legal claims.

28.6. An individual may lodge a complaint with the supervisory authority in the EU Member State of habitual residence, place of work or place of the alleged infringement.

29. MARKETING COMMUNICATIONS

29.1. The Provider may send service-related communications necessary to administer registrations and courses.

29.2. Marketing communications shall be sent only where permitted under applicable data-protection and electronic-marketing law.

29.3. Recipients may unsubscribe from marketing at any time using the unsubscribe facility or by contacting the Provider.

29.4. Unsubscribing from marketing does not prevent the Provider from sending essential contractual or administrative communications.

30. COOKIES AND WEBSITE TECHNOLOGIES

30.1. The Provider may use cookies and similar technologies for essential website operation, security, analytics and marketing.

30.2. Non-essential cookies shall be used only where permitted and, where required, after valid consent has been obtained.

30.3. Further information shall be provided in the Provider's Cookie Policy.

31. AUTOMATED DECISION-MAKING

31.1. The Provider does not normally make decisions producing legal or similarly significant effects based solely on automated processing.

31.2. If such processing is introduced, the Provider shall provide the information and safeguards required by Article 22 GDPR.

31.3. Automated fraud or security alerts may be used to support human review of registrations and payments.

32. LIMITATION OF LIABILITY

32.1. Nothing in these Terms excludes or limits liability for:

- a. Death or personal injury caused by negligence;
- b. Fraud or fraudulent misrepresentation;
- c. Intentional misconduct or gross negligence where liability cannot lawfully be excluded;
- d. Breach of mandatory data-protection obligations; or
- e. Any other liability that cannot legally be excluded.

32.2. Subject to Clause 32.1, the Provider shall not be liable for:

- a. Indirect or consequential loss;
- b. Loss of profit, revenue, business or opportunity;
- c. Loss of anticipated savings;
- d. Travel, accommodation or visa expenses;
- e. Loss caused by inaccurate information supplied by the Client;
- f. Failure to obtain a visa, employment, promotion or certification; or
- g. Failure of third-party platforms or services outside the Provider's reasonable control.

32.3. For business Clients, the Provider's aggregate contractual liability shall not exceed the total training fees actually paid for the course giving rise to the claim.

32.4. For Consumers, liability shall be limited only to the extent permitted by mandatory consumer law.

32.5. Each party shall take reasonable measures to mitigate any loss.

33. CLIENT RESPONSIBILITY AND BUSINESS INDEMNITY

33.1. The Client is responsible for ensuring that information supplied to the Provider is accurate, complete and lawful.

33.2. A business Client shall be responsible for obtaining any required authority to provide Participants' personal data to the Provider.

33.3. To the extent permitted by law, a business Client shall compensate the Provider for direct losses arising from:

- a. Unlawful instructions given by the Client;
- b. Materially inaccurate information supplied by the Client;
- c. Unauthorised use of course materials by the Client; or
- d. A serious breach of these Terms by the Client.

33.4. This Section does not apply to Consumers to the extent that it would limit mandatory consumer rights.

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34. COMPLAINTS

34.1. Complaints should be submitted promptly to:

complaints@aractech.com

34.2. The complaint should include:

- a. Participant's name;
- b. Course title and dates;
- c. Invoice or registration number;
- d. A clear description of the issue; and
- e. The requested resolution.

34.3. The Provider shall acknowledge the complaint within five (5) working days and shall aim to provide a substantive response within fifteen (15) working days.

34.4. The parties shall attempt in good faith to resolve disputes through direct negotiation before commencing legal proceedings.

35. APPLICABLE LAW AND JURISDICTION

35.1. These Terms and any contractual or non-contractual dispute arising from them shall be governed by the laws of Netherlands, without prejudice to applicable European Union law.

35.2. The competent courts of the District Court of Noord-Holland, the Netherlands, shall have jurisdiction in disputes involving business Clients.

35.3. If the Participant is a Consumer resident in the European Union or European Economic Area, the choice of law in Clause 35.1 shall not deprive the Consumer of mandatory protections available under the law of the country in which the Consumer habitually resides.

35.4. A Consumer may bring proceedings before any court having jurisdiction under applicable European Union and national consumer law.

36. NOTICES

36.1. Formal notices must be sent by email or registered post to the contact details stated on the invoice or in these Terms.

36.2. A notice sent by email is deemed received on the next working day unless the sender receives a delivery-failure notification.

36.3. Each party is responsible for notifying the other of changes to its contact details.

37. ASSIGNMENT AND SUBCONTRACTING

37.1. The Client may not transfer its contractual rights or obligations without the Provider's written consent.

37.2. The Provider may use qualified trainers, venues, processors and subcontractors to perform parts of the service.

37.3. The Provider remains responsible for its contractual obligations to the extent required by law.

38. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

38.1. The agreement consists of:

- a. Any separately signed agreement;
- b. The accepted quotation;
- c. The registration confirmation;
- d. The invoice;
- e. The relevant course page; and
- f. These Terms.

38.2. In the event of conflict, the documents shall take precedence in the order listed above, unless expressly stated otherwise.

38.3. No oral statement modifies the agreement unless confirmed in writing by an authorised representative.

39. SEVERABILITY, WAIVER AND AMENDMENTS

39.1. If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary or severed, and the remaining provisions shall continue in effect.

39.2. Failure or delay in enforcing a right does not constitute waiver of that right.

39.3. The Provider may update these Terms prospectively. The version accepted at the time of contract formation shall continue to govern that booking unless a lawful amendment is agreed.

40. LANGUAGE

40.1. These Terms may be translated for convenience.

40.2. Unless prohibited by applicable law, the English version shall prevail in the event of inconsistency between translations.