

## General Terms & Conditions Workshops for Lawyers (W4L)

1. Workshops for Lawyers (“W4L”) is a cost association formed by Ampersand, Brugseweg 126, 8900 Ieper, represented by Anouck Meier and by Stephanie Blommaert BVBA, Terlindenweg 124, 1730 Asse, BTW BE 0840.751.953, represented by Stephanie Blommaert.
2. The legal relationship between W4L and the client, is governed by these general terms and conditions, the purchase order, invoices and/or any special conditions (referred to jointly below as 'the Agreement'). This Agreement nullifies and supersedes all prior written or verbal contracts, proposals and undertakings that relate to the same subject. The Agreement takes precedence over the client's general terms and conditions and/or other conditions, even if these conditions state that they alone are valid. Any exceptions from the Agreement are only possible with the prior written consent of W4L. W4L reserves the right to modify the terms of the Agreement.
3. The services provided by W4L consist of organizing workshops (in-company and on location), e-learning and other forms of trainings, as well as providing logistical and organizational support for the client's workshops (“Workshops”). Unless agreed otherwise, the client agrees that the Workshops will be standard products that have not been created specifically for the client's needs. Consequently, the client also accepts that W4L does not offer any guarantee and takes no responsibility in relation to the ability of the Workshops to meet the client's specific requirements.
4. Commercial documents and offerings from W4L create no undertakings on the part of W4L. Any registration for a Workshop must be made electronically or in writing by the client. The Agreement between W4L and the client will only come into effect after registration and invoicing of the Workshop by W4L.
5. For in-company Workshops, a proposal will be submitted to the client based on the information W4L has at that time. The client guarantees W4L that the information required to develop and conduct the in-company Workshop will be complete and accurate. W4L presents in-company Workshops from an independent point of view and will abide by the program developed based on consultation between W4L and the client. The client will provide W4L with all documents and details in good time that W4L needs to be able to conduct the Workshop. The client will only involve third parties after approval from W4L.
6. Unless stated otherwise, the prices charged by W4L for Workshops on location include documentation and accommodation and exclude VAT. Unless stated otherwise, the prices charged by W4L for in-company Workshops include documentation and exclude VAT, catering, accommodation, rental of teaching equipment and any other exceptional expenses.
7. Unless stated otherwise, all invoices are payable on receipt. Invoices will be deemed accepted, unless disputed by the client by registered mail to W4L, within 7 days after sending such invoice to the client. No dispute can suspend the payment obligation of the client. Participation by the client at the Workshops can be refused in case invoices have not been paid (in whole or in part) at the start of the Workshop.
8. The amount of any invoice that remains unpaid at the start of the Workshop will automatically and without prior notice of default be increased by an amount of interest charged at 1% for each month, plus a fixed indemnity of 15% of the amount of the unpaid invoice, with a minimum of € 25.00. If the client remains in breach of fulfilling one or more outstanding claims from W4L, W4L may suspend all participation by the client at Workshops or other trainings, or even terminate the Agreement or any other agreements with the client, until all outstanding amounts have been paid in full.
9. W4L will take all necessary steps to ensure that the Workshops ordered can take place. However, in case of unforeseen circumstances, material breach or bankruptcy of the client or when the minimum required number of participants for a Workshop has not been reached 2 weeks before the beginning of the Workshop (unless otherwise stated, 8 participants), W4L may cancel the Workshop or modifying the content, date(s) or location. In such case, the client may cancel its Workshop or opt to attend the next session of this cancelled or modified Workshop. In the event of such cancellation, any invoices already paid by the client will be reimbursed upon request by the client, without interest or any other indemnity.
10. If the client is unable to attend a Workshop on location, the client may always opt to be replaced by a work colleague, unless stated otherwise. He must inform W4L in writing hereof at least 1 day before the beginning of the Workshop.

11. In case of cancellations of Workshops, the client may do so in writing after confirmation of receipt from W4L, up to 5 weeks before the beginning of the Workshop. Any invoices already paid by the client will be reimbursed upon request by the client, without interest or any other indemnity. For cancellations between 5 and 3 weeks before the beginning of the Workshop, the client will pay 50% of the amount stated in the Agreement. For cancellations between 3 and 2 weeks before the beginning of the Workshop, the client will pay 75% of the amount stated in the Agreement. For cancellations less than 2 weeks before the beginning of the Workshop, the full amount stated in the Agreement will remain due.
12. For a move of a scheduled in-company Workshop less than 3 weeks before the beginning of the Workshop, the client will pay an additional cost of 25 % of the full amount stated in the Agreement. The new date, as agreed between W4L and the client, must fall within 6 months of the date originally agreed upon. One move is permitted. In all other cases, the full amount is due.
13. The client acknowledges that it has no rights to the ownership of the intellectual property rights (which are any and all rights in copyrights, designs, trademarks, brand names, logo's, graphics, database rights, internet domain names and any other rights related to W4L, including to the Workshops) which are used, owned, required by W4L and which are existing or yet to be developed by W4L in view of the Workshops or related services, unless otherwise agreed in writing. The participation by the client at the Workshops shall not constitute a transfer of any intellectual property rights. See also our Website Policy.
14. The client shall not disclose details about the approach, working methods, case studies used, etc. to any third parties without the prior consent of W4L. Except where there are statutory exceptions, the contents and documentation of a Workshop may not, in whole or in part, be duplicated, translated, adjusted or stored in any form or in any way, nor may the contents and documentation of a Workshop, whether in whole or in part, be disclosed or passed on to the public in any form or in any way without the prior written consent of W4L. The client, including its employees for which it remains responsible, agrees that it will comply with the above provisions.
15. The data provided by the client is entered into the W4L database. This data will be used for the purpose of conducting information or promotional campaigns in connection with the Workshops provided by W4L and/or in the context of the contractual relationship between the client and W4L. The client may at any time and at no cost request to view and amend its details. If the client does not wish to receive any commercial information from W4L, or if the client wishes to stop use of its electronic contact details for information or promotional campaigns and other direct marketing purposes by W4L, the client must notify W4L of this wish. See also our Privacy Policy.
16. Except for the explicit undertakings entered into by W4L pursuant to the Agreement, W4L's liability is limited to the liability imposed by law. W4L shall be solely liable for any claims insofar as they arise out of any fault or willful misconduct of W4L, directly caused by W4L. W4L is not liable for indirect damages. If W4L can be shown to be directly liable, W4L is only required to replace the Workshop and, if that is not possible, to reimburse the price of the Workshop. See also our Website Policy.
17. Any possible invalidity of one or more of the conditions of the Agreement will in no way affect the validity of the other clauses, regardless of the invalidity of the disputed clause. The parties will make every effort, by mutual agreement, to replace the invalid clause by a valid clause with the same or mainly the same economic impact as the invalid clause.
18. The fact of not enforcing a right or not applying a sanction by W4L in no way implies that the right has been waived.
19. The Agreement is governed by Belgian law. The courts of Gent will have sole jurisdiction.
20. These general conditions are in effect as of 1 October 2017.