



TICKEN Terms and Conditions for schools, businesses, and institutions

Article 1 – Definitions

The following definitions apply in the terms and conditions:

1. **Trader:** the natural or legal person who offers goods, and/or remote services to the Buyer.
2. **Buyer:** Any artificial or natural person who enters into a Contract with Trader or is negotiating over the conclusion of a Contract.
3. **Contract:** Any contract between Trader and the Buyer. Any amendments to the Contract, and all legal actions taken for entering into the Contract.
4. **Remote Contract:** a Contract whereby sole use is made of one or more techniques for remote communication within the framework of a system organised by the Trader for the remote sale of goods and/or services, up to and including the moment that the contract is completed.
5. **Technique for remote communication:** the method that is used for completing a Contract, without the Buyer and Trader being in the same place at the same time.
6. **Day:** Calendar day.
7. **Durable medium:** any method that enables the Buyer or Trader to store information that is addressed to them in person in a way that facilitates future consultation and unaltered reproduction of the stored information.
8. **User:** any student, or employee registered at the Buyer.
9. **Service:** providing with access to a for the general public restricted part of the website, operated or managed by Trader.
10. **Manual:** The information that Trader provides to the Buyer, describing the operation and use of the goods and/or services.

Article 2 – Identity of the Trader

TICKEN B.V.

Active under the name(s)	: TICKEN, TICKEN.CO.UK
Company address	: Jacob van Lenneplaan 22, 3743AR Baarn (NL)
E-mail address	: info@ticken.co.uk
Chamber of Commerce NL	: 24454327
VAT identification number	: NL820468125B01

2. Contract

2.1 An offer or quotation is not binding for the Trader, and serves only as an invitation to provide a Contract.

2.2 A Contract is established when the Buyer orders at Trader and the acceptance of the order is sent by Trader to the e-mail address as provided by the Buyer. Buyer accepts with the order as mentioned here before the appositeness of these terms and conditions.

2.3 Trader reserves the right to amend the terms and conditions. These amendments will take immediate effect.

3. Delivery

3.1 Trader does not offer fixed delivery dates; therefore, it is not possible to schedule a date for delivery.



3.2 Trader reserves the right to suspend or cancel an order if the Buyer has not fulfilled the payment obligations, according to the Contract.

3.3 Trader will retain full ownership of all goods and/or services supplied, where the Buyer has not fulfilled the payment obligations, according to the Contract, including claims due to shortcomings related to the Contract.

3.4 Any passwords or access codes associated with, or needed for use with the goods and/or services from Trader are the responsibility of the Buyer from the moment of delivery.

4. Prices and rates

4.1 Sale, delivery and supply of goods and/or services comes into effect at the time of completion of the Contract, in accordance with the Trader prices and rates.

4.2 The price of the course is based on the estimated number of participants using the license for the year. The Buyer will receive an invoice based on this amount, however, this will be re-calculated based on the actual number of registered participants before the license expires. The Buyer will then receive a refund, or an invoice for additional payment.

4.3 These prices are fixed, and are, therefore, not affected by the number of participants per license.

4.4 Trader reserves the right to adjust the prices and fees annually, based on the official Buyer Price Index (CPI) for the preceding calendar year.

5. Billing and payment

5.1 An invoice may be sent from the time an order is placed, or from the time that a Contract with Trader is concluded.

5.2 Payment should be made within fourteen days of the invoice date at the bank account of Trader.

5.3 In accordance with the payment terms mentioned in Article 5.2, the Buyer should complete payment within this time. In the event of late payment, Trader is entitled to invoice the legal commerce interest as from the due date and if there are any extrajudicial costs, amounting to 15% per annum of the unpaid invoice amount, without prejudice to the right of Trader to invoice the actual cost to Buyer.

5.4 In the event that the Buyer fails to meet the payment obligations, or other Buyer obligations, as specified in the agreed terms and conditions, Trader reserves the right to terminate or suspend the Contract, without prejudice to the right of Trader to claim at the Buyer compliance or compensation related to the termination of the Contract and related damage.

6. Guarantees, complaints and returns

6.1 Trader guarantees that the goods and/or services meet the specifications stated in the offer, the requirements of reliability and usability, in accordance with existing regulations on the date the Contract was completed.

6.2 The Buyer can not claim the guarantee if:
- changes have been made to the item(s)



- there is wear and tear
- improper use and / or failure to observe the instructions for use, damage by intent or gross negligence.
- acts of nature, including but not limited to lightning, power cut.
- the Buyer defaults on payment and fails to meet their obligations.

6.3 The Buyer has fourteen days from delivery to file a complaint, or from the date when services have been implemented in writing, including a clear description of the complaint. In the absence of this description, Trader reserves the right to deny any claims for compensation.

6.4 Returns are accepted, providing the goods are returned in their original packaging, and are not damaged or defaced in any way. The Buyer is also required to provide the reason for return in writing to the Trader.

6.5 If the Buyer exercises the right to cancel, the cost for the Buyer will not exceed that of the return shipping. In the event that the Buyer has made a payment for goods or services, the Trader will refund this within 30 days of the goods being returned, or services being cancelled.

7. Transaction duration

7.1 Trader will provide the Service for the duration of one year (hereafter: a license year).

7.2 There is no notice period for an indefinite Contract, the Buyer may cancel at any time.

7.3 If the Buyer wishes to cancel the Contract, they should contact Trader by e-mail.

7.4 Upon receipt of the Buyers' request to cancel, Trader will terminate the Contract with immediate effect in the form of confirmation e-mail to the Buyer. Trader may also cancel a Contract by this means, if they no longer offer the service.

7.5 When a Contract relating to a service is cancelled (by cancellation or any other means), all information and data stored by the Buyer related to the service is deleted. Trader is not obliged to back-up this information, or to provide it to the Buyer after the Contract has been cancelled.

8. Intellectual property

8.1 All copyrights, and other intellectual property rights, including text, images, and software belong strictly to Trader and its affiliated companies, or are included with the permission of the owner.

8.2 The Buyer is not permitted to use the course, or any rights relating to the course for any reason other than personal study. Transfer or distribution to any third party is strictly prohibited

8.3 None of provisions in these terms and conditions or the Contract can be transferred completely nor partially to Buyer of rights in accordance with Article 8.1. Buyer acknowledges these rights, and will refrain from any form of direct or indirect infringement. Violation of these rights will result in a penalty of €1.000 per violation, which will be charged for each week that the violation continues. Trader also reserves the right to request compensation.



8.4 Buyer is prohibited from deleting, defacing, or otherwise modifying the manual or Durable medium as provided by Trader in accordance with Article 8.1 of the terms or changing or deleting TICKEN brands or trademarks.

9. Personal information

9.1 Trader uses your personal information for processing orders, completion of contracts, Buyer relations, service and product development and development of the (general) business strategy.

9.2 Students can check or change their personal information on the website, under "My Ticken"

9.3 Cookies may be sent to your computer from the Trader website, you can reject or accept these cookies as required, and will be notified when they are sent to you. You can adjust your cookie preferences in your browser.

9.4 When you visit the Trader website, we will record your IP address, and the pages visited. This information is collected and processed anonymously solely for quality control, and to improve the website and service, we do not share this information with any third party.

9.5 Trader protocols for data protection have been established under reference m1408875 with the Data Protection Authority ('College Bescherming Persoonsgegevens') in The Hague. The privacy policy is available on the Trader website. If you wish to receive a copy of the privacy policy, you should send an email to Trader requesting this.

10. Availability, faults and Force Majeure

10.1 Trader strives to ensure availability of goods and/or services, and to ensure that all faults or problems are dealt with as quickly as possible.

10.2 Force Majeure includes any circumstances beyond the control of Trader, whereby they are unable to fulfil their obligation to the Buyer.

10.3 In the event of Force Majeure, whereby Trader is unable to fulfil their obligations to the Buyer, the obligations will be suspended with immediate effect, for the duration of the Force Majeure. If the Force Majeure exceeds one month, then either party may terminate the Contract, partially or completely in writing. The Buyer is not entitled to compensation in the event of Force Majeure.

11. Liability, indemnification and limitation

11.1 Trader is not liable for any damages caused to the Buyer or other third party, resulting from incorrect or improper use of goods and/or services provided by Trader.

11.2 The Buyer indemnifies Trader against all claims by third parties, relating to goods and/or services provided to the Buyer by Trader.

12. Termination of contract

12.1 Trader reserves the right to terminate the Contract with immediate effect, if:

- the Buyer fails to comply with, or is in breach of the terms.
- the Buyer fails to meet the payment obligations, or is declared bankrupt.
- the Buyer or a guarantor has arranged for a payment for the outstanding amount.



- the Buyer has incurred charges in relation to goods seized for non-payment, whereby this process has exceeded two months.
- In the event that the Buyer has discontinued its use of the service, without prior written permission from Trader.

12.2 In accordance with the terms mentioned in Article 12.1, all outstanding amounts owed by the Buyer are payable in full, with immediate effect.

12.3 In the event that the Contract is terminated for the aforementioned reasons, Trader is not obliged to pay any damages or compensation the Buyer.

13. Applicable law and jurisdiction

All aforementioned conditions, disclaimers and contracts are subject to Dutch law. All disputes arising from or associated with these terms, disclaimers or contracts from Trader, should be submitted to the relevant court in Utrecht.

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