



General terms and conditions

Article 1: Definitions

1.1 The Positive Culture Academy:

The Positive Culture Academy is a trade name of the company Kikker Groep, registered with the Chamber of Commerce in Zwolle, the Netherlands, with number 28076947.

1.2 Student, client, customer, end user:

Any legal or natural person entering into an agreement for the delivery of products and/or services with The Positive Culture Academy. This includes, but is not limited to, managers, employees, companies, public authorities, external advisors, freelance workers, societies, foundations, schools, and any other interested parties.

1.3 Products and services of The Positive Culture Academy:

The products and services that The Positive Culture Academy offers contain content, such as e-books, articles, essays, videos, podcasts, presentations, training and advice on organizational culture, change, and positive leadership.

1.4 Agreement:

Any mutual acceptance, digitally, in writing, or confirmed by e-mail, of the delivery of one or more products or services provided by The Positive Culture Academy. This explicitly includes assignments sent and/or received electronically. When a person enrolls in The Positive Culture Academy, this person agrees with these terms and conditions, and this enrollment means entering into an agreement with the Positive Culture Academy.

1.5 Website:

The website <https://www.positive-culture.com>

Article 2: Applicability

2.1 These general terms and conditions will apply to all agreements, offers, documents, (e-mail) newsletters, advising procedures, the website (including its content), ordering procedures, and any (legal) transactions between parties, even if these (legal) transactions do not result in a contract.

2.2 The general terms and conditions of the student, customer, or any third parties shall not be binding for The Positive Culture Academy and shall be deemed not applicable to any agreement within the context of the execution of their assignment.

2.3 In the event that an agreement with the client is ended, whether or not there are any doubts with regard to the cause of termination, the general terms of The Positive Culture Academy shall prevail in the relation between parties insofar as this is necessary for the settlement of the agreement.

Article 3: Offers and acceptance

3.1 The online training, the online advice, and other services, and documents offered on the website, as well as their prices, shall be considered as offers. The client may accept this offer by enrolling in the academy. This contract will be considered effective when the client pays online using credit card. Every client that creates an online user account indicates by doing so to have read all corresponding information from The Positive Culture Academy regarding the product or service they purchase, and to accept these general terms.

3.2 If and when the client prefers payment in advance and indicates this preference in advance, the invoice sent shall be considered an offer without engagement, which may be accepted by actual payment of the amounts stated on the invoice.

3.3 If the invoice as mentioned in paragraph 3.2 is not paid in full within the period of time mentioned in article 4.2, the agreement will become null and void. If and when an agreement has come about and accounts are not settled within the period stated in article 4.2, the customer shall be in default immediately. Nonpayment shall be considered a resolute condition, and the contract shall be terminated without a warning or notice of default or any other action being required, and without either party being liable for any damages the other party may suffer as a consequence of terminating the agreement.

3.4 There are no refunds possible due to the immediate and electronic nature of all The Positive Culture Academy's services and products.

Article 4: Prices and payment

4.1 Sums, prices, and amounts stated on the website do not include value added tax (VAT) due within Europe. This may apply for clients in Europe. Clients from outside the European Union do not pay VAT nor sales tax or their local taxes.

4.2 If and when the client prefers payment in advance and indicates this preference in advance, the invoice sent shall be considered an offer without engagement, which may be accepted by actual payment of the amounts stated on the invoice. This invoice shall be due within 14 days after the date of invoice, or before the academy's training and advice starts. If the client has not paid within 14 days, article 3.3 will take effect immediately.

4.3 Prices are subject to change. Changes are effective immediately and will apply to any new agreements entered upon after these changes have been made.

4.4 The right that any private client in the Netherlands would have according to the "Wet Koop op Afstand" (Dutch law regulating refunds and the cancelation of sales via the Internet) to cancel an agreement within seven days, in as far as it would be applicable, cannot be exercised due to the immediate and electronic nature of the services and products provided by The Positive Culture Academy. This counts for all clients from all countries, be they organizations or private persons. Refunds are not possible due to the immediate and electronic nature of our services and products that grants clients access to the materials.

Article 5: Intellectual property

5.1 The Positive Culture Academy and its suppliers reserve all rights regarding intellectual property in the execution of an agreement, including but not limited to documents and all other content (video, presentations, podcasts, etc.).

5.2 The client will only receive the right of use of the documents and other content provided. Every user account to access the Academy's contents is strictly personal. In case of violation, this right shall be immediately revocable by The Positive Culture Academy, nonexclusive, and nontransferable. The right of use is limited to: a. the use of documents for the client's own purposes, and b. activities of the client regarding documents and other content that cannot be deemed competitive to the services provided by The Positive Culture Academy in any way.

Article 6: Guarantees and indemnity

6.1 Although The Positive Culture Academy compiles all documents, video lessons, and other content with the

greatest possible care, The Positive Culture Academy cannot be held responsible for any mistakes and/or omissions.

6.2 The client is bound to use the documents in such a manner as not to cause any damage to The Positive Culture Academy and/or third parties.

6.3 The client shall indemnify The Positive Culture Academy from all claims by any third parties arising out of the utilization of the documents and other content caused by actions of said student or client arising from article 5.2 and/or actions in violation of article 6.2.

6.4 The Positive Culture Academy cannot guarantee that the advice and training given will lead to a positive culture and high performance.

6.5 The Positive Culture Academy cannot guarantee that the online training layout looks exactly the same on the client's end as shown in our information due to different browsers, software versions, firewalls or devices used. The Positive Culture Academy does everything that can be reasonably required, to guarantee safety, security and functionality of the online training for clients that have regularly updated Internet environments. The Positive Culture Academy assumes that clients have updated their software and devices to be compatible with the current state of ICT.

6.6 The Positive Culture Academy will provide technical support within the boundaries of its current software system to all users who submit a technical support form with specifications of their error or question.

6.7 The Positive Culture Academy cannot be held responsible for any abuse, in any way or shape, of either the training, the advice, the webinars or the downloaded materials. The Positive Culture Academy will take all possible precautions to prevent such abuse, as stated in paragraph 10.10.

6.8 The Positive Culture Academy does not guarantee that every student/client will obtain certification. The certificate must be earned by passing the tests and final assignment. The quality of the assignment will be assessed by the Positive Culture Academy. The decision about whether or not a student/client qualifies for certification is not open to discussion.

Article 7: Liability

7.1 The client is fully responsible for the use of all documents and other content ensuing from the agreement, and hereby certifies to have the capabilities and expertise to work with the Academy's content within their organization, and to make the required use of said documents and other content.

7.2 The Positive Culture Academy shall not be liable for any damage caused as a result of the agreement and/or the use of the documents and other content provided during or after the completion of the online training and advice, including any immaterial damage that could arise from applying the lessons learned within the organization of the client.

7.3 In case the limitations as stated in article 7.2 cannot be held up in law or in fact, liability for damages arising from the agreement is limited to direct loss and shall be limited to the total invoice amount (excl. VAT).

Article 8: Delivery and delivery time

8.1 The online training and advice that The Positive Culture Academy offers will be delivered within the indicated time frame on the website. For students, the regular curriculum takes about 3 months to complete.

8.2 All products and services will be delivered electronically as soon as possible after completion of the ordering procedure. In case The Positive Culture Academy provides advice or customized products, parties involved will mutually agree upon a specific time of delivery.

Article 9: Force majeure

9.1 If The Positive Culture Academy is unable to fulfill one or more obligations arising from the agreement, or to deliver specific content on time due to force majeure, these obligations shall be suspended, and The Positive

Culture Academy cannot be held responsible. These reasons shall include, but are not limited to a. any suppliers engaged who fail to perform their respective tasks and obligations, whether or not this failure is due to imputable or nonimputable inadequacies, faults, or defects, b. power cuts or technical problems in the payment systems, and c. power cuts or technical problems in the systems and/or equipment that The Positive Culture Academy uses to facilitate and/or produce, among others, the website, the ordering procedures, and/or the documents.

9.2 If these circumstances beyond the control of The Positive Culture Academy continue for a longer period of time, or if it is to be expected that they will continue for more than 7 days, either party is entitled to terminate the agreement without either party being liable or having to remunerate any damage that may ensue from this termination.

Article 10: Additional terms and conditions

10.1 The International Sale of Goods Act (Viennese Convention) is explicitly not applicable to any agreement made under these terms and conditions.

10.2 The right that any private client would have according to the “Wet Koop op Afstand” (Dutch law regulating refunds and the cancellation of distance sales, such as sales over the Internet) to cancel an agreement within seven days, in as far as it would be applicable, cannot be exercised due to the immediate and electronic nature of the services and products provided by The Positive Culture Academy.

10.3 The client is not entitled to transfer the rights and commitments resulting from this agreement to any third party without obtaining permission in writing from The Positive Culture Academy. Every user account is strictly personal.

10.4 The Positive Culture Academy is entitled to transfer any rights and obligations resulting from this agreement at all times.

10.5 If and insofar as the client acts in violation of the stipulations set down in these General Terms and Conditions, specifically of article 5, The Positive Culture Academy shall be entitled to terminate the agreement immediately and without judicial intervention, without being liable for any damage to the client resulting from the complete or partial rescission and/or to revoke the license as stated in article 5.

10.6 The Positive Culture Academy is authorized to change the prices on the website at any time.

10.7 The Positive Culture Academy reserves the right to adapt, change, or complete these general terms and conditions. Any changes to these terms will be published on the site.

10.8 The Positive Culture Academy will handle all data of the client according to the European GDPR (General Data Protection Regulation) and the “Wet Bescherming Persoonsgegevens” (Dutch law to protect personal information). We only collaborate with third parties that have a contract with us and that are approved by the European Commission and, regarding providers based in the United States, we may transfer data to them if they are part of the EU-US Privacy Shield which requires them to provide similar protection to personal data shared between the Europe and the US.

Please also see our [Privacy Policy](#).

10.9 Safety: The Positive Culture Academy shall ensure the best possible protection of all data, in compliance with GDPR.

10.10 The Positive Culture Academy complies with the model Code of Good Conduct for Electronic Commerce as formulated by the ECP (Electronic Commerce Platform).

Article 11: Applicable jurisdiction and complaints

11.1 Dutch law applies to all agreements between The Positive Culture Academy and the client, as well as to all additional agreements resulting from them.

11.2 In case of a dispute, the plaintiff will submit the specifics of the dispute to the other party in writing, as well

as a summary of what that party deems to be the subject and/or cause of the said dispute. All disputes related to and/or caused by an agreement to which these general terms and conditions apply shall be submitted to the competent court in the court district in which The Positive Culture Academy has its residence, including the summary trial judge of this district court, acting in summary judgment.

Zwolle, The Netherlands, updated version: August 2018.

R E C E N T P O S T S

[A Positive Culture starts on 99 cents and a smile](#)

[Time is precious. Take action if you dread Mondays](#)

[Kim Cameron on Positive Leadership and Culture](#)

C A T E G O R I E S

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