

General Terms and Conditions

Fire Safety Academy (a brand of Brandpreventie Academy B.V.)

Updated: March 2026

Company details:

Brandpreventie Academy B.V.

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1. Definitions

Agreement: the contract formed between FSA (Fire Safety Academy) and the Customer for the supply of Services.

Participant: any individual attending a Service under the Agreement.

Open Course: a course with open enrollment.

In-Company Training: a course delivered exclusively for Customer's organization.

Business Day: a day (Mon–Fri) other than Dutch public holidays.

2. Applicability and Formation

These Terms are exclusively applicable. Customer's general terms are expressly rejected.

An Agreement is concluded upon the Customer's registration via the website, which constitutes a definitive and binding registration, upon FSA's written confirmation of registration, or by FSA commencing performance.

Following registration, FSA will issue an invoice within 14 days for an advance payment equal to 30% of the applicable course fee.

Brochures, websites and other pre-contractual information are non-binding; only the Agreement and these Terms govern.

3. Registrations, Scheduling and Changes

Courses proceed subject to sufficient enrollments. FSA may change the venue, date, time, content and/or instructor where reasonably required, without liability.

FSA may engage third parties to perform the Services.

FSA may suspend, reschedule or modify the Agreement in case of unforeseen circumstances or force majeure.

4. Substitution and Attendance

Customer may substitute a Participant free of charge up to 2 Business Days before the start, subject to providing complete details in writing; later substitutions are at FSA's discretion.

Failure to attend (no-show) constitutes full delivery; fees remain fully due.

5. Cancellation by Customer (Open Courses)

Cancellation fees per Participant are as follows:

- more than 21 calendar days before the start of the course: 30% of the course fee due;
- 21 to 14 calendar days before the start of the course: 50% of the course fee due;
- 14 to 7 calendar days before the start of the course: 75% of the course fee due;
- less than 7 calendar days before the start of the course, or after the start: 100% of the course fee due.

Any advance payment already invoiced or paid shall be credited against the total cancellation fee due. In the event of cancellation more than 21 calendar days before the start of the course, the 30% advance payment remains due and is non-refundable.

For In-Company Trainings, the same schedule applies to the total project fee.

6. Cancellation or Changes by FSA

If FSA cancels due to insufficient enrollments, FSA will notify Customer and offer an alternative or refund fees already paid for that course date. No liability for travel or accommodation costs.

7. Prices and Payment

All prices are exclusive of VAT.

Following registration, FSA will issue an invoice within 14 days for an advance payment equal to 30% of the course fee. This invoice is payable within 14 days of the invoice date.

The remaining balance is payable before the course start, unless agreed otherwise in writing.

Late payment accrues statutory commercial interest plus 15% collection costs with a minimum of €100.

FSA may suspend or terminate performance for non-payment or insolvency. No set-off or suspension is allowed.

8. Satisfaction Guarantee

Open Courses only: Customer may invoke the guarantee by written notice no later than 11:00 on day 1. Refund covers the net course fee only. Not available for In-Company Trainings, exams, or e-learning.

9. Conduct, Safety and Results

Participants must follow all safety and instructor rules. FSA may remove a Participant for misconduct without refund. FSA does not warrant any specific outcome.

10. Intellectual Property

All course content and materials remain property of FSA or licensors. Customer/Participants obtain a non-transferable, non-exclusive license for internal use only. Unauthorized use triggers a €500 per day penalty.

11. Performance and Programme Changes

FSA may adapt content or methods to improve quality. Customer must provide required information on time; delays are for Customer's account.

12. Liability

FSA is not liable for damage or accidents except in case of gross negligence. Liability limited to the net invoice amount. Excludes consequential loss.

13. Force Majeure

In case of force majeure, FSA may suspend obligations or dissolve the Agreement without liability.

14. Complaints

Report complaints promptly in writing. Submitting a complaint does not suspend payment obligations.

15. Confidentiality and Privacy

Customer and Participants must treat all information as confidential. FSA processes personal data in accordance with applicable laws and its privacy notice.

16. Certificates and Exams

Certificates are conditional on full attendance, assessment criteria and full payment.

17. Publicity

Customer shall not use FSA's name, trademarks or logos for publicity without consent.

18. Assignment

Customer may not assign rights or obligations without FSA's consent. FSA may assign to affiliates or successors.

19. Severability and No-Waiver

Invalid provisions do not affect the remainder. Failure to enforce is not a waiver.

20. Governing Law and Jurisdiction

Dutch law applies exclusively. Disputes shall be submitted to the competent court in Utrecht, the Netherlands.

21. Amendments

FSA may amend these Terms; the latest version on its website applies to future Services.