

TERMS AND CONDITIONS FOR BOOKING INTERNAL COMPANY COURSES BY AVONOVA

These Terms and Conditions are valid from 15.11.2022

The following Terms and Conditions shall apply when requesting internal company courses from Avonova Solutions AS, as well as any other companies within the Avonova Group (hereinafter referred to as “**Avonova**”).

The company requesting the course shall hereinafter be referred to as “**the Customer**”.

1 NUMBER OF PARTICIPANTS, COURSE CONTENT AND CONTACT DETAILS

1.1 Number of participants

The Customer may have 25 participants per course. If the Customer wishes to participate in courses with more than 25 participants, this shall be agreed in advance. An additional cost of NOK 1,500 per additional participant shall apply. The maximum number of course participants is 30.

1.2 Course content

If the Customer requires special adaptations to the course content and/or structure, such adaptations shall be agreed in advance and shall be subject to an additional cost. Preliminary digital meetings with the course provider shall be charged to the Customer at NOK 1,490, excluding VAT per hour commenced.

Major adaptations of course content will result in changes to the course certificate. The customer himself is responsible for deviating course content being sufficient to meet the requirements that apply to statutory training where this is applicable.

1.3 Responsibility for contact details

The Customer shall be responsible for ensuring that the correct company and contact details are registered during the booking. The same shall apply to contact details for course participants. If such details are not registered correctly, Avonova is unable to guarantee that participants will receive relevant information prior to or after attending the course.

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2 CERTIFICATE

Issuance of a course certificate requires that the course participant attends and completes the entire registered course. A course participant who acts in a disruptive manner for the rest of the course group, or who acts so absent-mindedly that the course instructor considers that it interferes with the learning, may, after a warning from the course instructor, be expelled from the course and/or denied a course certificate. In such cases, the customer is not entitled to a refund

3 COURSE MATERIALS

Course materials and course certificates shall be made available to course participants via the Avonova course portal after completing the course. The Customer shall be responsible for downloading any course certificates. The Customer shall be given access to the Avonova course portal for a minimum of one year after completing the course. Please note that data contained in the course portal may be lost in the event of circumstances including, but not limited to, change of suppliers, etc. If the circumstances fall within the control of Avonova, the Customer shall be notified in advance.

Course participants may only use the materials in connection with course participation.

All course materials and content, including presentations and other materials made available to course participants, shall remain the property of Avonova and shall be protected by the Norwegian Copyright Act and the Norwegian Marketing Act. Under no circumstances may course participants copy, sell, lease, display, redistribute or otherwise use or distribute the materials in any other context, including through plagiarism or by using the materials as the basis for or as content in their own courses or presentations, without prior agreement with Avonova.

In the event that internal company courses with customised content and/or materials are developed for the Customer, these shall also remain the property of Avonova. The Customer shall be granted a non-exclusive, non-transferrable right to use materials developed especially for the Customer at no additional cost. Such materials may be used, copied and distributed exclusively internally by the Customer and may not be disclosed to unauthorised parties or kept by employees leaving the company or similar. Avonova reserves the right to also use such content in other contexts, provided that the Customer's name/logo/information is removed.

4 PREMISES

The Customer shall be responsible for providing training facilities. The Customer shall be responsible for any costs associated with the hire of training facilities.

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5 RESCHEDULING AND CANCELLATION ON THE PART OF THE CUSTOMER

5.1 Rescheduling

The Customer may reschedule the course at no additional cost once and no later than eight weeks before the original course date. In the event that the course is rescheduled more than once, the Customer shall be charged NOK 10,000 per course date.

The Customer shall be charged NOK 10,000 per course date for any rescheduling that takes place between eight and four weeks before the original course date. Courses cannot be rescheduled later than four weeks before the course date.

4.2 Cancellation

The Customer shall be entitled to cancel courses at no additional cost within 24 hours of making the booking. All enquiries concerning such cancellations shall be made in writing via e-mail to kundeservice@avonova.no.

In the event of course cancellations up to two weeks before the agreed course date, the Customer shall be charged half of the course fee but no less than NOK 20,000.

In the event of courses cancelled later than two weeks before the agreed course date, the Customer shall be charged the full course fee.

6 CHANGES TO THE SCHEDULED COURSE ON THE PART OF AVONOVA

6.1 Changes to the course provider and/or date

Avonova reserves the right to change the course provider or postpone scheduled courses if the original course provider is prevented from attending. In the event that a course is postponed by Avonova, a new course date shall be determined in consultation with the Customer. Postponed courses shall otherwise be implemented subject to the same terms and conditions as the originally agreed course.

5.2 Cancellation of courses

Avonova reserves the right to cancel courses if such cancellation is deemed necessary. In such a case, Avonova shall notify all participants in advance and the Customer shall receive a refund of the course fee. Any other costs, including costs associated with travel or accommodation shall not be reimbursed.

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7 FORCE MAJEURE

Avonova shall be entitled to cancel courses without a refund or other liability to the Customer or registered course participants if such cancellation is necessary due to extraordinary and unforeseeable circumstances outside of Avonova's control, including but not limited to, natural disasters, war, airline strikes, epidemics/pandemics, fire, etc.

8 HEALTH AND INFECTION CONTROL

The Customer shall ensure that the premises are configured in such a way that the course can be implemented in accordance with government guidelines and/or recommendations, including recommendations from the Norwegian National Institute of Public Health and local authorities. The Customer shall also ensure that all participants comply with such guidelines. Avonova may also develop its own infection control procedures that the Customer and its participants shall be obliged to comply with if such procedures are deemed necessary by Avonova.

In the event of non-compliance with the aforementioned guidelines and procedures, the course provider and/or Avonova shall be entitled to cancel the course without the Customer being entitled to any refund of the course fee or other compensation.

In the event of a significant outbreak of an infectious disease at or near the course location, Avonova reserves the right to offer to provide a scheduled face-to-face classroom course as a virtual classroom course via the Zoom platform instead.

9 PRIVACY

Privacy Policy: <https://www.avonova.no/personvern>

10 PHOTO AND VIDEO RECORDINGS

Avonova reserves the right to take photos and video recordings for marketing purposes in connection with courses.

11 INVOICING

In the event of rescheduling or cancellation of courses, an invoice will be issued for the course fee and any rescheduling fee associated with the originally scheduled course date. Any preliminary meetings shall be invoiced together with the course fee.

Avonova collaborates with Intrum AS for the follow-up of unpaid invoices. In the event that Avonova has not received payment within five days of the due date specified on the issued invoice, the claim will be submitted to Intrum AS, which will follow up on the claim.

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12 VAT

The listed prices do not include VAT and VAT shall be added when invoicing VAT-liable services. This does not include Svalbard.