

## TERMS AND CONDITIONS – LuxFLAG TRAINING SERVICES

### 1. SCOPE AND PURPOSE

These Terms and Conditions (“Terms”) govern the registration, participation and payment for all training sessions and related educational events (the “Training Services”) organised by the Luxembourg Finance Labelling Agency (“LuxFLAG”).

These Terms apply exclusively to Training Services and supplement LuxFLAG’s general website terms and any applicable terms relating to labels or associate membership. In the event of conflict, these Terms shall prevail with respect to Training Services.

By registering for a Training Service, the Participant agrees to be bound by these Terms.

### 2. DEFINITIONS

For the purposes of these Terms:

**Agreement** means the legally binding agreement formed between LuxFLAG and the Participant upon submission of the Registration Form, together with the Terms, which collectively set out the rights and obligations of the Parties in respect of the underlying Training Service.

**Customised Training Service** means a training session designed specifically for a Participant (or group of Participants) to meet particular requirements, including content, duration, format, or venue. Customised Training Services shall be subject to a written offer or agreement signed by LuxFLAG and the Participant. Where there is a conflict between the standard Training Services Terms and the customised agreement, the customised agreement shall prevail.

**Fees** means the participation fees applicable to the relevant Training Service.

**Force Majeure** means an unforeseeable and extraordinary event or circumstance beyond the reasonable control of a Party, which prevents that Party from performing its obligations under this Agreement. Such events are not due to the fault or negligence of either Party and could not have been avoided.

**Formally Notify** means to notify in writing by email, which provides the sender with substantive evidence that the notification was delivered to the specified recipient. For the purposes of these Terms, all notifications to LuxFLAG shall be sent to [academy@luxflag.org](mailto:academy@luxflag.org).

**Intellectual Property Rights** means all rights related to authorship, trademarks, designs, patents, inventions, know-how and trade secrets and any other forms of intellectual property rights which are capable of protection, whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar

or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Participant** means any individual or legal entity registering for or attending a Training Service.

**Registration** means the completion of the online registration process via LuxFLAG's designated platform.

**Training Service** means any training session and related educational event organised by LuxFLAG.

### 3. REGISTRATION AND FORMATION OF AGREEMENT

Registration for Training Services must be completed via LuxFLAG's online registration platform.

A binding Agreement between LuxFLAG and the Participant is formed upon:

1. Submission of the completed registration form; and
2. Confirmation of registration issued electronically by LuxFLAG (typically by email) to the Participant.

Where the Participant is a legal entity, the person completing the Registration Form warrants that they have full authority to bind the entity to these Terms. The entity shall be responsible for ensuring that all registered employees or delegates comply with these Terms. Fees, liability, and obligations under these Terms shall be binding on the entity, regardless of the number of employees attending.

For Customised Training Services, registration and confirmation may follow separate procedures agreed in writing between LuxFLAG and the Participant.

Participants may contact LuxFLAG for registration, information, or notifications regarding the Training Services at [academy@luxflag.org](mailto:academy@luxflag.org).

LuxFLAG reserves the right to refuse or cancel any registration at its discretion, including without limitation where minimum participation requirements are not met or the Participant fails to comply with any applicable requirements of the Agreement.

### 4. FEES AND PAYMENT TERMS

All Fees are stated in euros and are exclusive of any applicable VAT.

An invoice will be issued upon confirmation of Registration and sent electronically by e-mail to the Participant. Payment must be received no later than seven (7) calendar days prior to the scheduled start date of the Training Service.

Fees for Customised Training Services may differ from standard Fees and will be communicated in writing. Payment terms for Customised Training Services shall be as agreed between LuxFLAG and the Participant.

If payment is not received by the above deadline:

- A late payment surcharge of fifteen percent (15%) of the total invoiced amount shall automatically apply; and
- LuxFLAG reserves the right to deny participation until full payment (including surcharge) has been received.

All payments must be made by bank transfer in accordance with the details stated on the invoice.

## **5. CANCELLATION, POSTPONEMENT OR MODIFICATION BY LUXFLAG**

LuxFLAG reserves the right to cancel, postpone, reschedule or modify a Training Service, including changes to date, venue, format, programme, trainer or speaker.

LuxFLAG may without limitation take such actions where:

- operational circumstances require it;
- minimum participation levels are not met; or
- a Force Majeure event affects the organisation or delivery of the Training Service.

LuxFLAG shall Formally Notify Participants as soon as reasonably practicable of any such change.

Where a Training Service is rescheduled, Participants shall be entitled to attend the rescheduled session.

Where LuxFLAG cancels a Training Service and rescheduling is not possible within a reasonable period, Participants shall be entitled to a refund of the Fees paid for the affected Training Service.

LuxFLAG shall not be liable for any losses in connection with cancellation, postponement, or modification, subject to the limitations set out in Clause 10 (Liability).

Participants remain responsible for arranging their own travel and accommodation.

## **6. CANCELLATION, SUBSTITUTION AND ATTENDANCE BY PARTICIPANT**

### Cancellation:

Any cancellation by a Participant must be Formally Notified to LuxFLAG.

Unless otherwise specified for a specific Training Service:

- Cancellations received more than fourteen (14) calendar days prior to the Training Service may be refunded in full.
- Cancellations received fourteen (14) calendar days or fewer before the Training Service are non-refundable.

For Customised Training Services, cancellation and refund terms shall be as agreed in writing with LuxFLAG.

Refunds, where applicable, will be processed within a reasonable period following confirmation of cancellation.

#### Substitution:

Individual Participants may designate a substitute participant at no additional charge, provided that LuxFLAG is Formally Notified at least twenty-four (24) hours prior to the start of the Training Service. Corporate Participants may designate substitute participants under the same conditions.

LuxFLAG reserves the right to refuse substitutions where justified.

#### Attendance:

If a Participant is unable to attend due to a Force Majeure event or other serious exceptional circumstances beyond the Participant's reasonable control, the Participant shall Formally Notify LuxFLAG as soon as reasonably practicable. LuxFLAG may require reasonable supporting documentation, solely to assess eligibility for excused absence and transfer.

Where such circumstances are accepted by LuxFLAG, the Participant shall not be considered an unexcused absence, and LuxFLAG may, at its discretion, allow the Participant to transfer their registration to a future Training Service.

A Participant who fails to attend the Training Service without valid justification or prior cancellation shall be considered an unexcused absence. In such cases:

- no refund shall be granted; and
- the full Fee shall remain due and payable.

Late arrival, partial attendance or early departure does not entitle the Participant to any refund, credit or reduction of the Fees.

### **7. ATTENDANCE, CERTIFICATION AND MATERIALS**

LuxFLAG may maintain attendance lists for administrative, compliance and certification purposes.

Participants may be required to sign attendance sheets to confirm their presence.

Certificates of attendance will be issued to all Participants and are conditional upon full participation in the Training Service.

All training materials provided during the Training Service remain the property of LuxFLAG unless otherwise stated. Customised Training Service materials are provided solely for the Participant's use and may not be distributed outside the organisation without LuxFLAG's written consent.

## **8. DATA PROTECTION**

Any personal data collected in connection with Registration and participation in Training Services shall be processed pursuant to applicable EU law and regulations and in line with the LuxFLAG Privacy Policy available at [<https://luxflag.org/en/privacy-notice/>](https://luxflag.org/en/privacy-notice/).

Where a Participant is a legal entity registering individuals to attend a Training Service, the Participant guarantees that all such individuals have been informed of the processing of their personal data in accordance with applicable data protection laws and the LuxFLAG Privacy Policy, and that any required consent has been obtained.

Data may be processed for purposes including:

- Registration administration;
- Invoicing and payment management;
- Attendance tracking;
- Certification issuance;
- Communication regarding Training Services.

Participants acknowledge that attendance lists and signatures may be collected for legitimate administrative purposes.

## **9. INTELLECTUAL PROPERTY**

All content, materials, documentation and presentations provided in connection with Training Services are protected by Intellectual Property Rights.

Participants may not reproduce, distribute, modify, publish, record or transmit such materials without LuxFLAG's prior written consent.

Recording of Training Services (whether in-person or online) is prohibited unless expressly authorised.

## **10. LIABILITY**

LuxFLAG shall only be liable for direct damages resulting from gross negligence or wilful misconduct in connection with the Training Services.

LuxFLAG shall not be liable for:

- Indirect or consequential damages;
- Loss of profit, revenue, or business opportunity;
- Loss of or damage to personal belongings brought to the Training Service venue.

To the maximum extent permitted by applicable law, LuxFLAG's total liability arising out of or in connection with the Training Services shall not exceed the Fees paid for the relevant Training Service.

Nothing in these Terms excludes or limits liability where such exclusion or limitation is not permitted under applicable law.

## **11. COMPLAINTS**

Participants are encouraged to provide feedback on the Training Service through post-training surveys. Any formal complaints regarding the Training Service must be submitted in writing to [academy@luxflag.org](mailto:academy@luxflag.org) within fourteen (14) calendar days following completion of the Training Service. A complaint shall be considered validly submitted only once LuxFLAG acknowledges receipt of the written communication. LuxFLAG will use reasonable efforts to investigate and respond promptly. Submission of a complaint does not affect any other rights under these Terms.

## **12. GOVERNING LAW – JURISDICTION**

These Terms shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg. Any dispute arising out of or in connection with these Terms shall fall within the exclusive jurisdiction of the Grand Duchy of Luxembourg.