

# General terms and conditions

## 1. Scope

These general terms and conditions apply to the services provided and produced by Hanken & SSE Executive Education Ab (hereinafter Hanken & SSE) and its subcontractors.

## 2. Parts of the agreement

In addition to these general terms and conditions, the agreement consists of approval of programme information presented on web page / programme brochure.

## 3. Hanken & SSE's general obligations

Hanken & SSE shall carry out its responsibilities under this Agreement in a professional and objective manner in compliance with Hanken & SSE's Quality Policy which shall at least be aligned with the level of best industry practice and ethical standards for similar services. Hanken & SSE shall protect the customer's interests and act dutifully and honestly towards the customer.

## 4. The customer's general obligations

The customer shall provide Hanken & SSE with sufficient information to complete the assignment on the scale and timetable required of the assignment. The customer is responsible for the accuracy of the information provided to Hanken & SSE.

## 5. Subcontracting

Hanken & SSE has the right to contract its contractual obligations with a third party. In this context, Hanken & SSE will be responsible to the other party for the work and its results as if their own. Hanken & SSE will ensure that its subcontractors are bound by confidentiality terms in section ten (10).

## 6. Invoicing schedule and terms

Customer will receive an invoice for the program fee when the programme is confirmed to start (21 days before programme start). Payment term is 14 days and VAT is added to the prices. If the payment of the customer is delayed more than 30 days from the due date, Hanken & SSE is entitled to terminate the contract for the remaining work or suspend the work by notifying the customer in writing.

## 7. Ownership, use and copyright

The copyright of Hanken & SSE's material belongs to Hanken & SSE. Hanken & SSE may use this material in its normal operation, considering the confidentiality of the information. The copyright of Customer's material belongs to Customer.

The customer may copy and modify the documents for the use of the assignment. The customer is not entitled to use Hanken & SSE's documents later in activities that are not related to the purchased service. The material may not be disclosed to persons who have not used the service. The customer does not have the right to sell or disclose documents or other results to a third party.

## 8. Postponement or cancellation

The Customer can postpone their programme participation to the next programme implementation latest 21 days before the programme start.

If the customer needs to cancel programme participation, the following cancellation policies will be used;

- Cancellation latest 21 days before the start of the programme: no fee will be charged.

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- Cancellation 7–20 days before the start of the programme: 50% of the programme fee will be charged.
- Cancellation less than 7 days before the start of programme: 100% of the programme fee will be charged.

Hanken & SSE reserves the right to postpone or cancel the programme 21 days before the programme start.

## 9. Personal data processing

Hanken & SSE complies with data privacy legislation and protects your personal data. When you participate in a programme, seminar or other development event or process organised by us, we gather some personal information about you and use it in delivering our services. Please see the privacy policy for further information <https://www.hankensse.fi/privacy>.

## 10. Confidentiality

A party may not authorize any third party about trade secrets and other confidential without a written permission. This provision is also valid after the end of the contract. Unless otherwise agreed, confidential information shall be deemed to be confidential information as disclosed.

The Parties shall ensure, in their respective areas of responsibility, that any data protection or other confidentiality provisions and any regulations issued by the authorities are considered.

## 11. Force majeure

A party shall be released from its obligations and liability for damages due to any factor, which was caused by an obstacle beyond its control and which the party cannot reasonably be expected to have considered at the time of the contract execution and which the party was not able to avoid or overcome.

A party who wishes to rely on the above-mentioned fact is obliged to notify the other party writing without delay, as well as the termination of the objection.

If the event of delay is more than three (3) months due to the fact mentioned above, both parties have the right, by written notice, to terminate the contract for the remaining to the extent it is reasonable without the other party being entitled to claim damages.

## 12. Limitation of liability

Neither Party is liable towards the other Party for any indirect, special, punitive, exemplary, or consequential damage howsoever arising. Each Party's cumulative liability pursuant to this Agreement shall not exceed the total fees paid by the other Party to it under this Agreement. The limitations do not apply to breaches of confidentiality provisions or loss and damage arising out of gross negligence or willful misconduct.

Each party must indicate any claim for compensation in writing by no later than three (3) months after the date on which the liability incurred, otherwise the other party's liability to pay damages will lapse.

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## 13. Resolution of disputes

Negotiations resulting from the agreement shall be resolved primarily in the negotiations between the parties. The parties shall agree on the settlement of dispute in writing.

If a solution to the dispute is not reached in the negotiations, any dispute, controversy, or claim arising out of or relating to this agreement, or the breach, termination, or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one.

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