



## **Terms and Conditions**

### **1. SCOPE**

The Standard Terms and Conditions together with the registration form in Annex hereto, govern the details of participation in all basic and advanced training programs and seminars offered by ABAF/BVFA.

### **2. ADMISSION CONDITIONS**

Candidates must:

- a. hold a university degree or equivalent through experience.
- b. speak and understand English.
- c. speak or at least understand French and Dutch

To assure the high quality of the training program, interested participants must fulfil entrance requirements consisting of an academic degree or its equivalent and at least one year of relevant professional experience.

Exceptions can be made for people with non-university degrees but with appropriate experience. Those exceptions will be granted at the sole discretion of the organizational committee.

### **3. TRAINING AND QUALIFICATION PROGRAMS**

The ABAF/BVFA programs combine intensive classroom teaching, online training and a self-study component based on comprehensive manuals. All lecturers are highly qualified academics and experienced professionals. The course planning allows young professional to combine their intensive daily job with our courses. All course material is provided in English and is available on the EFFAS learning platform. Lectures are in English, discussions can be held in English, French or Dutch. For each of the modules, the necessary notes, the core text books and/or books of reference will be provided to the participants (at the beginning of each module) and are included in the global rate. ABAF/BVFA will make sure that all participants receive the necessary course material in order to prepare successfully for the exams: syllabi, slides, specific or complementary notes as well as the previous exams. All course material is up-to-date and adapted to recent trends within the financial markets.

### **4. COURSE AND EXAM LOCATION**

The training classes and courses will take place in Brussels or Antwerp. Depending on the number of students, classroom teachings can also be replaced by online classes.

Sessions start at 9h00 to 17h00 and take mostly place on Friday; some sessions are organized on a Thursday. Examinations are written and will be organized in Antwerp, Sneeuwbeslaan 20/11, 2610 Wilrijk. The examination location can be easily reached by public transport.

### **5. REGISTRATION**

The registration form must be completed with the required information, signed and returned to ABAF/BVFA (info@abaf-bvfa.be). Registration constitutes an offer by the participant to enter into a contract to attend the respective ABAF/BVFA training program or seminar indicated on the registration form, which must also be accepted by ABAF/BVFA. The participant shall be bound to the offer upon signing the form. Acceptance by



ABAF/BVFA will be made by written declaration (participation confirmation) stating that the participant will be admitted to the respective training program/seminar.

The transmittal of the registration form by the participant constitutes his/her express acknowledgement of these Standard Terms and Conditions for Participation.

Supplements to these terms and conditions are valid only if agreed in writing between both parties. Unilateral reservations or conditions made in connection with registration shall not form part of this agreement.

The registration form must clearly indicate the choices made among the different programs offered by ABAF/BVFA.

For the full program the registration and payment has to be done before the 31th January of the year in which the program starts.

For a module the registration has to be done 30 days before the start of a module.

You will find the registration form on our website (Training > CEFA). Please send it back duly completed via email to [info@abaf-bvfa.be](mailto:info@abaf-bvfa.be).

The registration must arrive at this address before the limit date mentioned before.

## **6. PAYMENT CONDITIONS**

ABAF/BVFA shall be paid the consideration set forth in the registration form. The fee includes the performance as described above. The attendance fee shall be due upon receipt of the written confirmation and invoice. The fee shall be paid within 10 days after confirmation.

Full payment of the attendance fee in advance is a prerequisite for attending courses or exams. If the attendance fee has not been paid when the course or exam begins, the participant may be barred from attending and shall be obligated to pay liquidated damages equal to the attendance fee. The participant reserves the right to provide evidence of lower actual damages.

For split payments, please contact the ABAF/BVFA Secretariat.

The attendance fees must be paid by bank transfer on the account of ABAF/BVFA with number IBAN BE88 5512 5243 0041 at Belfius Bank and use as a reference the name of the subscriber as well as the invoice number he received.

Registration for ABAF/BVFA programs is personal and accounts only for one academic year. Delivery of the certificates and diplomas depends on full payment of the attendance fee.

## **7. CANCELLATION AND NON-ATTENDANCE**

The participant may make a written withdrawal of his/her registration to attend the program at any time. But any cancellation must be reported in writing 8 days before the courses start. In the event of cancellation after this date, the full attendance fee remains due.

Cancellation by people, who benefit from a split payment, can result in an extra invoice sent by ABAF/BVFA in order to pay for training courses that were attended and to indemnify administrative charges and the reservation for the full program.

## **8. EXAMINATION & EXAMINATION ADMINISTRATIVE COST**

Exams are organized in class (physical presence needed). For students following the complete program, examinations are organized per block. This means that all modules of a single block will be examined the same day. Following the EFFAS rules of conduct, students aren't allowed to split the exams of the first session over the two days. Students will be able to retake the exam(s) for which they didn't pass during the first examination session. The re-sitting is organized about 3 weeks after the first examination.

The tuition fee comprises books, courses and 2 examination sessions. However, for people that need to pass exams a third time an administrative fee of EUR 75 per exam paper (= module) will be charged. Students will be informed about the examination dates well in advance. If a student can't attend the exam, he has to inform the organisation minimum 2 weeks before the exam takes place. ABAF/BVFA doesn't accept exam cancellations after this deadline and the candidate will lose the examination right for this session. In case you will need to register for a third time, the above-mentioned administrative cost should be taken into account.

## **9. LIABILITY**

ABAF/BVFA shall only be liable for wilful conduct or gross negligence, except in the case of injury to life, body and health, for which it shall also be liable for ordinary negligence. ABAF/BVFA shall also be liable for ordinary negligence in the event of a breach of its contractual obligations that are material to achieving the purpose of the contractual agreement (cardinal obligations). If ABAF/BVFA is liable in cases of ordinary negligence, its liability – except in the case of injury to life, body or health – is limited to foreseeable damages and, with respect to the quantum of damages, to the amount of the attendance fee. In addition, liability for consequential and indirect damages is excluded. Claims shall lapse if written notice thereof is not provided to ABAF/BVFA within three months of learning of the injury. ABAF/BVFA assumes no liability for personal injury and property damage arising during travel to, from and at the course venue.

## **10. MISCELLANEOUS**

In cases of force majeure, ABAF/BVFA shall be released from its duty to perform for the duration of the hindrance. Force majeure includes, on an equal basis: fire, strikes, pandemics, lockouts and other circumstances for which ABAF/BVFA is not responsible but which render their performance materially more difficult or impossible.

For the purposes of processing registrations and organizing the training programs, the participant's data will be stored, evaluated and in some cases passed on to third parties for the purposes of fulfilling contractual obligations. In addition, ABAF/BVFA and third parties who offer similar courses would in future also like to inform participants about other interesting courses and send participants information about them. Participants may object to being sent such information at any time. If individual provisions of these terms and conditions are or become invalid, this shall not affect the validity of the remaining terms and conditions. An invalid provision shall be replaced by a legally permissible provision that most closely approximates the economic purpose of the invalid provision. If a gap in these provisions should appear, the parties shall find



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or allow the validity of a provision that corresponds to what they would have agreed to had they considered the point left open.

The laws of Belgium govern this agreement. Jurisdiction and venue for all legal disputes arising from this contractual relationship shall be Brussels.

## **11. CEFA PROGRAM COORDINATION**

Hans Buysse (Chairman)

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