

# General Terms and Conditions

## A. General provisions

### A1. Definitions

**A.1.1.** For the purposes of these general terms and conditions (the 'General Conditions') the following terms have the following definitions:

**Client:** a party that contracts with Zuyd, being either a legal entity or a natural person;

**Fee:** the amount payable for a Course, advice, research, or consultancy;

**Participant:** a natural person who participates in a Course;

**Services:** work performed by Zuyd on the instructions of and/or for the benefit of the Client, including advice, research, consultancy or Courses;

**Course:** all courses, course programmes, training programmes, or workshops provided or organised by, or on the instructions of, Zuyd;

**Examination:** An examination held by or on behalf of Zuyd to be taken as part of a Course;

**Contract:** a written agreement between Zuyd and the Client, whereby Zuyd undertakes to provide one or more Services to the Client in return for payment by the Client of the relevant Price;

**Zuyd:** Stichting Zuyd Hogeschool, with registered office in Heerlen, the Netherlands;

**A.1.2.** If these General Conditions specify that any communication must be in writing, this includes communication by e-mail or fax.

**A.1.3.** The general provisions of this Section A apply alongside the special provisions of Sections B and C. However, the special

provisions of Sections B and C rank in priority above the general provisions of Section A.

### A2. Scope

These General Conditions govern all Contracts with Zuyd. Any general conditions or other terms and conditions of the Client are hereby expressly excluded.

### A3. Creation of a Contract

A Contract is created as a result of a written registration, an online registration, or written instruction to Zuyd, followed by acceptance thereof by Zuyd. By registering in writing or issuing an instruction, the Client agrees to be bound by these General Conditions.

### A4. Amendments

Amendments and/or additions to the Contract or these General Conditions are only valid if they have been agreed in writing by both parties.

### A5. Fees

1. Services will be supplied at the Fees charged by Zuyd at the time the Contract is entered into.
2. The Fees are net of VAT and any other duties, administration and postage costs. Courses are exempt from VAT (see also Section B, Article 2).
3. Zuyd reserves the right to update its Fees. The updated fees are binding as soon as they are implemented by Zuyd, but do not apply to pre-existing Contracts.
4. Payment in instalments is only possible if this has been expressly agreed between the parties.

### A6. Invoicing and payment

1. Zuyd will invoice for the Services when the Services begin to be delivered.
2. Payment must be made within thirty days of the invoice date into a bank account number as specified by Zuyd.
3. The payment term specified in section 2 of this article is a deadline. Failure to pay in time

is a breach of contract by the Client which entitles Zuyd to charge statutory interest on the sum invoiced as from the final payment date.

4. The Client is also liable for any judicial and extrajudicial enforcement costs. Extrajudicial enforcement costs are fixed at 15 % of the outstanding sum invoiced, or 40 euros (plus VAT), whichever is more.

#### **A7. Intellectual and industrial property rights**

1. All copyrights and all other intellectual or industrial property rights and similar rights, such as concomitant rights, database rights, and rights to the protection of know-how and confidential commercial information, applicable to the Services, accrue exclusively to Zuyd or its licensors.
2. The Client acknowledges these rights and will refrain from infringing these rights in any way.
3. The Client is not permitted to copy or publish any part of any results from the Services, including Course materials or other documents, without the prior written consent of Zuyd, or unless expressly agreed otherwise in a Contract.

#### **A8. Compliance and termination**

1. If either party is in attributable breach of their obligations under a Contract, the other party may serve it with written notice of default, sent by registered post, allowing the party in breach a reasonable period in which to comply with its obligations. Such a reasonable period constitutes a deadline and if the other party fails to comply by this deadline, it is in breach of contract. However, the party in breach of its obligations will be automatically in breach of contract if it remains impossible for it to comply within the agreed period, other than as a result of force majeure. The party not in breach may choose either:
  - a. to terminate the Contract; or
  - b. to claim specific performance of the Contract, unless the party not in breach has expressly agreed in writing to the non-compliance.
2. Zuyd is entitled to terminate the Contract with immediate effect in writing, without the need to first serve notice of default, if:
  - a. the Client has used the Services in breach of the current rights of use, or restrictions on use, and/or any intellectual property rights relating to those Services;
  - b. the Client has been granted a moratorium or has been declared insolvent.

3. Section B, Article 4 will remain fully in force.

#### **A9. Liability and indemnity**

1. The party that is in attributable breach of its obligations is liable to the other party for the loss suffered by the other party due to such breach, including future loss. It indemnifies the other party for any third-party claims for compensation resulting from the said breach.
2. The amount of such liability is limited to direct loss, and to no more than the Price stipulated for such Services.
3. The Client indemnifies Zuyd in respect of all third-party claims for Services performed by Zuyd.

#### **A10. Jurisdiction and disputes**

1. All Contracts are governed by Dutch law.
2. Any dispute arising from or connected with the interpretation or implementation of these General Conditions or a Contract shall be brought exclusively before the court with competent jurisdiction for the district of Maastricht, except where statutory provisions stipulate otherwise.

## **B. Courses and Training**

#### **B1. Registration**

1. A Course must be registered for at least ten days before the start date of the Course.
2. Zuyd reserves the right to refuse registration for a Course as referred to in Section A, Article 3, without having to give reasons.
3. Zuyd reserves the right to cancel a Course or to combine Course groups in the event of an insufficient number or registrations. Zuyd shall notify the Client in good time of any such decision.

#### **B2. Distance purchasing**

1. If the Client is a natural person not acting in the course of a business or profession, and the

definition of 'distance purchasing' as set out in Book 7 Article 46a of the Dutch Civil Code is satisfied, the provisions of section 2 of this article also apply.

2. As an exception to Section B, Article 4, the Client is entitled to cancel the Contract within a period of seven working days following creation of the Contract, without the need to give reasons. To cancel the Contract, the Client must give written notice to Zuyd, to reach Zuyd within the period specified in the preceding sentence.

### **B3. Fees and payment**

1. The fees charged by Zuyd for a Course are exempt from VAT and inclusive of administration costs.

2. As an exception to Section A, Article 6, the Price payable by the Client to Zuyd is payable in advance at least one week before the commencement date of the Course by transfer to the bank account number of Zuyd as indicated in its invoice. If payment is not made in the period specified in the preceding section, Zuyd is entitled to refuse the Client access to the Course.

### **B4. Cancellation**

1. Cancellation of its participation in a Course by the Client is only valid if made in writing, including by fax or e-mail. If sent by post, the date of cancellation is the date of the postmark. If sent by fax or e-mail, the time of cancellation is the time at which the fax or e-mail is received by Zuyd.

2. Unless expressly agreed otherwise in writing, the Client may cancel its participation in a Course up to four weeks prior to the commencement of a Course. If its participation is cancelled between four and two weeks before the commencement of a Course, the Client is liable to pay 25% of the Price. If its participation is cancelled less than two weeks before the commencement of a Course, the Client is liable to pay the full Price.

3. If a Participant is unable to attend a Course, the Client is entitled to designate another person to attend the Course prior to the commencement of such Course, subject to the approval of the coordinator of the Course and

on condition that the replacement person attends the entire Course.

### **B5. Termination of registration before completion**

1. Apart from instances of force majeure, termination of registration by the Client is only possible after the end of the second year in respect of a Course with a length of at least 2.5 years.

2. Notice of termination must be in writing, and subject to a notice period of one month. In the case of termination before completion of a Course, Zuyd will refund the Price paid by the Client insofar as it relates to a period after the termination date, subject to a deduction of administrative costs of 10% of the sum eligible to be refunded.

3. The rules regarding termination set out in sections 1 and 2 of this article can be varied if the Client can prove that as a result of force majeure (e.g. long-term and/or serious illness) prevents participation in the Course. The request for such exemption must be sent by registered post, together with documentary evidence of the situation giving rise to force majeure.

### **B6. Course content**

1. The Course programme is described in the most recent information published by Zuyd on the Course in question. Zuyd reserves the right to make changes to the Course. Zuyd will give timely notice to the Client of any such changes.

2. All information and materials received by the Client from or on behalf of Zuyd concerning a Course are intended for the exclusive use of the Client|Participant.

3. Zuyd reserves the right to change the dates and location of the Course. Zuyd will give timely notice to the Client of any such changes. Zuyd also reserves the right to replace pre-announced teachers.

4. The Client|Participant is not permitted to develop or present, either alone or in collaboration with third parties, any similar course based on the Course, study plans and study materials supplied by Zuyd, without the prior written consent of Zuyd.

5. Zuyd will ensure that the Course is of a proper, satisfactory quality. Any complaints regarding the quality of the Course or otherwise should be put in writing, clearly described, and sent within ten days following the circumstances giving rise to the complaint, to *Zuyd Training*, specifying the Course name.

### **B7. Examinations**

1. Insofar as a Course includes Examinations, these are governed by the Examination Regulations supplied by Zuyd to the Participant.
2. If Examinations are conducted by third parties, Zuyd will endeavour to notify the Participant in good time about the Examination requirements.
3. Participants of a Course and/or Examination must prove their identity on request by a teacher or other employee of Zuyd in accordance with the requirements set by the Dutch Identification Requirement Act (*wet op de identificatieplicht*).

## **C. Research**

### **C1. Content**

1. The field of research is determined by the description of the work as set out in the offer, including all changes subsequently made thereto by agreement.
2. The offer will indicate the results to be achieved from the work in question: written advice, report, model, computer software, etc.
3. The research will be carried out within the precise or estimated period specified in the offer, following consultation with the Client, unless completion within this period is impossible. If completion threatens to exceed this period, Zuyd is under an obligation to consult with the Client as soon as possible.
4. Zuyd shall notify the Client of any undisputable deficiencies in the agreed research method and other unusual features of the research which, in the opinion of Zuyd, are of importance to the Client.

### **C2. Confidentiality**

When such is agreed at the time the instructions are given, Zuyd undertakes to preserve the confidentiality of the name of the Client, of the fact of the performance of the research, and of the results of thereof.

### **C3. Rights to results**

1. Within the field of the research the Client has the full and absolute right to the use of the results of the research as supplied by Zuyd to the Client.
2. During the period in which Zuyd is subject to the duty of confidentiality set out in Section C, Article 2, Zuyd is entitled to use the results of the research only for its own purposes.

### **C4. Ownership**

Reports, drawings, and other physical materials that are the result of instructions from the Client belong or accrue to the Client, with the exception of copyright belonging to Zuyd, unless agreed otherwise in writing.

### **C5. Publication**

The Client is not permitted to copy, publish, or disclose to any third party any part of any report, advice, model, etc. produced by Zuyd, without the prior written consent of Zuyd.