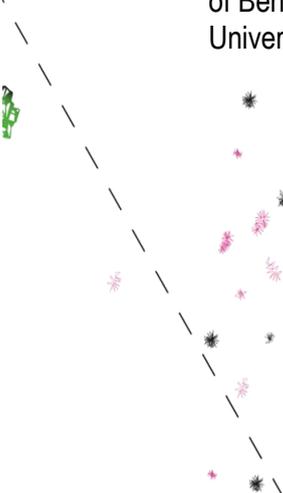




GENERAL TERMS AND CONDITIONS

These General Terms and Conditions relate to the educational programmes and other (educational) activities offered by the Professional Learning & Development Centre of the faculty of Behavioural, Management & Social Sciences (BMS) of the legal entity under public law, the University of Twente.



ARTICLE 1 DEFINITIONS

In these General Terms and Conditions, the following terms should be taken to mean:

- Registration: enrolment by a participant for an educational programme or other (educational) activity.
- Participant: any person participating in an educational programme or other (educational) activity thereby entering into an agreement with the University of Twente (UT).

- PLD: the Professional Learning & Development Centre of the faculty of BMS, acting on behalf of the University of Twente.
- Educational programme: a specific post-initial educational activity offered by PLD. This includes but is not limited to: master's programmes, masterclasses, and (study) courses.
- Other (educational) activities: all other activities offered by PLD. This includes but is not limited to: lectures, symposia, conferences and other events.
- Agreement: the contract between the participant and the University of Twente relating to attending an educational programme or other (educational) activity.



ARTICLE 2 APPLICABILITY

1. These General Terms and Conditions apply to all offers, quotations, agreements and tasks performed by PDL.
2. Deviations from and additions to these General Terms and Conditions apply only in as much as agreed in writing by PLD and the participant.
3. By registering for an educational programme or other (educational) activity, the participant accepts these General Terms and Conditions.
4. All other general terms and conditions besides these are explicitly excluded.

ARTICLE 3

REGISTRATION AND ESTABLISHMENT OF THE AGREEMENT

1. The registration for an educational programme or other (educational) activity and the establishment of the agreement between the participant and the University of Twente will only be concluded following the full completion and digital submission of the registration form on the website of PLD by the participant, a positive evaluation as determined by PLD, of an intake interview between the participant and PLD, in which at least the admissibility, motivation for participation and payment will be discussed, and written confirmation or confirmation by email, by PLD.
2. All personal information relating to the participant issued to PLD in the framework of the registration is confidential and will be handled accordingly. All personal information is subject to the privacy statement of the University of Twente.
3. Registration for a master's programme applies for the entire study period, with a maximum of five years, counting from the start moment of the first educational activity and/or first masterclass.
4. Registration for a masterclass, (study) course or other (educational) activity applies for the entire study period and/or the entire duration of the activity.
5. The participant may send a replacement to participate in the educational programme and/or other (educational) activity on condition that in the judgement of PLD, this replacement satisfies the admission requirements applicable for participation in the educational programme and/or other (educational) activity.

ARTICLE 4

COMPLIANCE

1. In the provision of educational programmes and/or other (educational) activities, PLD will demonstrate the due care expected of a good contract party, and will make every effort to deliver the quality that can reasonably be expected of it.
2. PLD will work to provide all educational programmes and/or other (educational) activities in the manner specified in advance. However, if necessary due to circumstances, not limited to situations of force majeure, PLD is permitted to amend the programme, locations and dates. Such changes will not result in any liability for compensation on the part of PLD.

ARTICLE 5

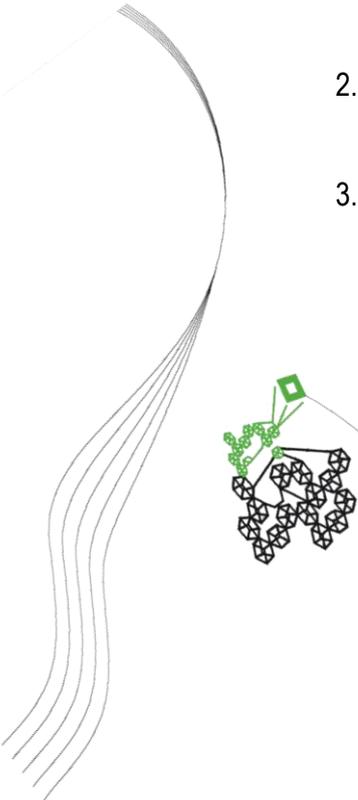
PAYMENT

1. Registration represents a compulsory undertaking by the participant to pay all costs relating to educational programmes and arrangements (costs).
2. PLD will charge these costs by sending an invoice to the invoice address specified by the participant.
3. The costs for master's programmes are invoiced in two equal instalments at the start of each academic year. For masterclasses, (study) courses and other (educational) activities, the costs are invoiced before the start of the activity, in a single instalment.
4. At the request of the participant, invoicing in additional instalments is possible. PLD will apply a charge of € 150 for each additional invoice.
5. Invoices must be paid within thirty (30) days following the invoice date, but at the latest on the day before the start of the educational programme or other (educational) activity. Set-off is not permitted.
6. If the payment deadline is exceeded, the participant is *ipso jure* in default and is then required to pay all extrajudicial costs. The participant will also still be required to pay all costs, as intended in paragraph 1 of this article.
7. All costs charged by PLD are exempt from turnover tax (VAT).

ARTICLE 6

WITHDRAWAL, CANCELLATION AND DISSOLUTION

1. Within a period of fourteen (14) calendar days following the establishment of this agreement, the participant may dissolve the agreement free of charge and without being required to specify reasons (right of withdrawal). PLD may ask but cannot demand that the participant states the reason(s) for his or her withdrawal.
2. The participant invokes this right of withdrawal by sending an unequivocal statement within this period by email (to professional-learning@utwente.nl), declaring that the agreement must be dissolved.
3. If the participant terminates the agreement in the interim, after the start of the educational programme and/or other (educational) activity, the participant will have no right to reimbursement of any amount paid or still payable by the participant to PLD, with the exception of (i) the provisions in this paragraph and (ii) the costs for any teaching materials not (yet) supplied.



In the event of interim termination of a multiyear educational programme and/or other (educational) activity, reimbursement of the amount paid or still payable by the participant to PLD will only be made exclusively at the discretion of PLD, and only in the event that such interim termination of the agreement is the consequence of serious illness or disaster, whereby PLD can demand proof of said situation in the form of a medical or other certificate. The medical or other certificate must provide proof of the (medical) circumstance invoked by the participant.

4. If the participant fails to (fully) comply with one or more obligations from the agreement or these General Terms and Conditions, PLD will be entitled to suspend its obligations, and to interrupt or eventually to terminate the educational programme.
5. The consequences of the interruption of the educational programme as intended in paragraph 4 above are for the account and risk of the participant. These consequences include but are not limited to the following:
 - a. Access to the digital learning environment will be denied, teaching materials or updates will no longer be provided, supervision and counselling by the lecturer will be halted, and the participant will be unable to participate in any examinations.
 - b. The study will incur a delay, as a consequence of which the educational programme may no longer (entirely) tie in with the examination or the participant may no longer be able to participate in an examination, such that the study cannot be concluded with a certificate.
6. In the event of termination of the educational programme as intended in paragraph 4 above, the following applies:
 - a. Unless otherwise agreed in writing, PLD will have no further obligations towards the participant.
 - b. If the educational programme is terminated early, as intended in paragraph 4 above, the conditions laid down in paragraph 7 will apply.
 - c. The terminated educational programme cannot be resumed. A participant wishing to continue the educational programme will be required to re-enrol.
7. Default by the participant does not imply termination of the agreement between the participant and PLD.

ARTICLE 7

COPYRIGHT AND PROPERTY RIGHTS TO TEACHING MATERIALS

All teaching materials used in the educational programme and/or other (educational) activity are subject to copyright protection and as a consequence may not be reproduced and/or duplicated in any form whatsoever without prior written permission from the copyright holder. Teaching materials, in whatever form, may not be placed at the disposal of third parties either fully or in part, and may not be used or put to use for any other purpose than for attending the educational programme and/or other (educational) activity.

ARTICLE 8 LIABILITY

1. PLD is not liable for any damage or losses suffered by the participant in the implementation of the agreement, except in the event that said damage or losses are caused deliberately by PLD or are due to gross negligence of PLD.
2. PLD is not liable for damage or losses arising as a consequence of the actions of lecturers, other persons, or agents engaged by PLD, or fellow participants, unless said damage or losses are caused deliberately or are due to gross negligence and are attributable to PLD.
3. PLD takes every possible care in compiling the teaching materials it provides. Nonetheless, PLD cannot guarantee the completeness and correctness of these teaching materials. PLD therefore accepts no liability for damage or losses arising from any decision or action based on the teaching materials.
4. PLD is exclusively liable for direct damage or losses. Direct damage or losses shall be taken to mean:
 - the reasonable costs for determining the cause and scale of the damage or losses, in as much as that determination relates to the damage or losses as intended in these Terms and Conditions;
 - any reasonable costs incurred in ensuring that the inadequate performance on the part of PLD once again satisfies the conditions of this agreement, in as much as said inadequate performance can be attributed to PLD;
 - reasonable costs incurred in preventing or limiting damage or losses in as much as the participant demonstrates that these costs have resulted in a limitation of the direct damage or losses as intended in these General Terms and Conditions.
5. PLD is under no circumstances liable for indirect damage or losses, including consequential losses, loss of profits, loss of savings and losses due to business interruption.
6. The liability of PLD is limited to the amount that is paid out by PLD's insurer, as the case arises.
7. If the damage or losses are not covered by the insurance, the liability of PLD will be limited to not more than the amount charged in connection with the educational programme and/or other (educational) activity in question, for each participant.

ARTICLE 9

FORCE MAJEURE

1. Force majeure will be taken to include: circumstances that prevent compliance with the undertaking, and which are not attributable to PLD. If and in as much as these circumstances render compliance impossible, or unreasonably burdensome, this will include but not be limited to:
 - strikes in other organisations than those of PLD;
 - wildcat strikes or political strikes in the organisation of PLD;
 - a general shortage of the necessary raw materials and/or other goods or services required for the provision of the agreed performance;
 - unforeseeable disruptions at suppliers or other third parties on whom PLD is dependent.
2. PLD is also entitled to invoke force majeure if the circumstance that prevents further compliance occurs after PLD should have complied with its undertaking.
3. The obligations of PLD are suspended during a period of force majeure. If the period in which compliance with its obligations by PLD is not possible as a result of force majeure lasts longer than two (2) months, both parties are authorised to dissolve the agreement, without in that case either party being subject to any obligation to pay compensation.
4. If at the start of the force majeure situation, PLD has already partially fulfilled its obligations, or is only able to partially fulfil its obligations, PLD is entitled to separately invoice for the already performed or performable part of its obligations, and the participant is required to settle this invoice as if it related to a separate contract.

Article 10

APPLICABLE LAW AND COMPETENT COURT

1. All agreements between PLD and the participant are exclusively governed by Dutch law.
2. Disputes relating to agreements between PLD and the participant will exclusively be heard by the District Court of Overijssel.