

Additional Terms of Delivery for Continuing Education with Open Registration

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This Continuing Education product is subject to the <u>General Terms of Delivery of Utrecht University</u>, with the exception of Articles 3.2, 4.1 and 4.3. The following terms specifically concern Continuing Education products with open registration and apply in addition to the General Terms of Delivery. By applying for this product, the Other Party agrees to the General Terms of Delivery of Utrecht University and to the Additional Terms of Delivery for Continuing Education with Open Registration.

The definitions used in the General Terms of Delivery also apply to these Additional Terms of Delivery for Continuing Education.

Additional definitions

- **Course**: a degree programme, training course, retraining course, refresher course or any other type of education provided by Utrecht University.

Article 1: Application, registration and formation of the agreement

- 1. Unless another application method has been agreed, applications for courses must be made in writing by submitting the application form prescribed by Utrecht University, which must be fully completed by the Other Party. The Other Party warrants the accuracy of the information provided by the Other Party by means of and/or in addition to the application form.
- 2. Utrecht University will determine on the basis of the fully completed application form whether the Other Party will be admitted to a course.
- 3. An agreement is made when Utrecht University sends a written confirmation of the admission of a course student.

Article 2: Cancellation

- 1. In the event of cancellation of a short course with a lead time of *no more than* two (2) months by the Other Party up to one (1) month before the first course day, 10% of the course fees will be payable subject to a minimum of €50. In the event of cancellation within one (1) month before the first course day, the course fees must be paid in full and there will not be any right or entitlement to a refund.
- 2. In the event of cancellation of an agreement for a course with a lead time of *more than* two (2) months by the Other Party, the registration may be cancelled in writing free of charge up to eight (8) weeks before the start of the course, unless indicated otherwise with respect to the course or degree programme. In the event of written cancellation up to four weeks before the start of the course, 50% of the course fees will be payable. In the event of cancellation later than four weeks before the start of the course, the course fees must be paid in full and there will not be any right or entitlement to a refund. In the event of a hardship case in which (full) payment is disproportionate, Utrecht University may deviate from these cancellation provisions.

Article 3: Changes to, cancellation and postponement of courses

In the event of insufficient applications, Utrecht University reserves the right to cancel a course. In addition, Utrecht University reserves the right to make changes to or postpone a course in the event of unexpected circumstances. In such cases, Utrecht University will notify the Other Party as soon as possible. If a course is cancelled, the course fees already paid will be refunded to the Other Party. If a course is postponed, the Other Party will be given the option to take the course at the rescheduled dates or to withdraw the registration. If the Other Party indicates that it will take the rescheduled course, the admission of the Other Party will be reconfirmed in writing by Utrecht University.



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Article 4: Illness of the Other Party

If the Other Party is unable to participate in the course due to illness, the Other Party must communicate this before the start of the course. Thereupon, participation in the course may in mutual consultation be replaced by participation in a similar course or subsequent course. In that case, no course fees will be refunded, and any interim price increases will then be borne by the Other Party.

Article 5: Payment

- 1. Utrecht University will charge the course fees and any additional costs by sending an invoice to the invoice address indicated by the Other Party or by providing an online payment option. This manner of invoicing will not affect the payment obligation of the Other Party in the event that the name and address details in the invoice differ from the name and address details of the Other Party.
- 2. Invoices must be paid within fourteen (14) days of the invoice date, but no later than the day prior to the start of the course. Setting off invoices against any outstanding amounts is not permitted.

Article 6: Conduct, access and duty to provide proof of identity

- 1. The Other Party must adhere to the generally accepted standards and rules of decency, as well as the guidelines and instructions given by Utrecht University and/or the lecturer/teacher in the context of the performance of the agreement.
- 2. The Other Party must immediately provide proof of its identity when requested by Utrecht University and/or the teacher/trainer.
- 3. Utrecht University will be entitled to deny the Other Party access to the course:
 - as long as the course fees have not been paid in full;
 - as long as the Other Party does not meet the prior education requirements for the course; or
 - if the Other Party acts in breach of the provisions of paragraphs 1 and 2 of this Article or previously participated in courses in a manner that is not in accordance with the requirements that Utrecht University may reasonably impose in this regard.
- 4. The lecturer/trainer will be entitled to deny the Other Party access to the room in which the course is given on the ground of any actions by the Other Party in breach of paragraphs 1 or 2 of this Article.
- 5. Any denial of access as referred to in paragraphs 3 and 4 of this Article will not affect the payment obligation of the Other Party.