



General terms and conditions RadboudCSW

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Radboud Universiteit



Definitions

Activities: Course, or a Training or conference presented by RadboudCSW with open registration.

Course: a well-defined, systematically structured, cohesive educational activity presented as such to interested parties.

Participant: a person (or trainee) who registers for an activity.

RadboudCSW: Radboud Centre for Social Sciences.

Training: learning, improving or changing skills.

1. Scope of application

RadboudCSW declares that these general terms and conditions shall apply in relation to all openregistration activities.

RadboudCSW explicitly declares that these general terms and conditions shall *not* apply in relation to:

SPON study programmes:

Health Care Psychologist
Psychotherapist
Clinical Psychologist

Other study programmes:

Remedial Educationalist
Educational Psychologist

For these study programmes RCSW is not the legal contractor and different admission requirements and conditions may apply. For more information about these study programmes please consult: <https://www.rcsw.nl/aanbod>

2. Fees

Any fees mentioned in a quotation shall be exempt from VAT unless otherwise stipulated. RadboudCSW shall be entitled to vary its fees at any time subject to the proviso that after an activity has been confirmed the fee applicable at such time will continue to apply, unless that activity is moved to a different date. Quotations are issued subject to rectification of any typesetting or printing errors.

3. Registration for an activity

a) A participant may register for an activity by signing a registration form and returning it to RadboudCSW.

b) An agreement shall be concluded between a participant and RadboudCSW after the latter provides the former with written or electronic confirmation of their registration. Such confirmation shall occur provided that the conditions for the activity have been satisfied, which includes (but is not confined to) satisfying the admission requirements which RadboudCSW stipulates and the actual occurrence of the activity.

c) It is not possible to register for any activity by telephone.

d) RadboudCSW shall deal with registrations in the order in which they are received. In the event that it is impossible to place a participant, the latter shall be notified of this electronically, in writing or by telephone.

e) Approximately four (4) weeks before an activity commences, a participant shall receive additional information concerning the nature of that activity and its occurrence (where applicable).

f) A participant shall at all times remain responsible for the full, timely payment of any invoice, even where their employer undertakes to pay the fee for the relevant activity.

g) Where a separate registration form and/or procedure applies in relation to a study programme or course, this shall be stated on the relevant registration form.

4. Terms of payment

a) RadboudCSW shall issue an invoice one (1) month before the relevant date of commencement. Payment must always be effected within thirty (30) days after the relevant invoice date.

b) RadboudCSW shall be entitled to issue invoices periodically.

c) A participant shall be in default as of the date on which the deadline for payment expires. Following the expiry of that date, RadboudCSW shall issue a payment reminder and shall afford the relevant participant an opportunity to effect payment within ten (10) working days after their receipt of such reminder.

d) Should a participant fail to ensure timely compliance with their financial obligations and, after RadboudCSW has drawn their attention to their late payment and has given them a deadline of ten (10) days within which to comply with their financial obligations, still fail to effect payment within that period of ten (10) days, the participant shall be liable for any legally stipulated interest over the amount due and RadboudCSW shall be entitled to charge them any extrajudicial debt collection costs which it has incurred. Such debt collection costs shall amount to no more than 15% of any outstanding sums up to €2500.00, 10% of the next €2500.00 and 5% of the next €5000.00 subject to a minimum of €40.00. RadboudCSW may deviate from the aforementioned amounts and percentages to the benefit of the participant concerned.

5. Cancellation of an activity by a participant

a) After an agreement has been concluded between a participant and RadboudCSW, the participant shall have a legally stipulated cooling-off period of fourteen (14) working days. A participant may cancel an agreement without citing reasons for doing so within such period notwithstanding the provisions in the other sections of this article.

b) The foregoing shall not apply in the event that services have begun to be provided before the expiry of the cooling-off period with the relevant participant's consent.

c) Cancellation shall occur in writing or by email. The date of the postmark of a notice of cancellation received by RadboudCSW or that on which the relevant email message is received from the participant concerned shall be deemed to constitute the date of cancellation.

d) Cancellation a month before the start of an activity shall be subject to payment of 25% of the agreed amount subject to a minimum of € 50.00.

e) Cancellation between a month and the start of an activity shall be subject to payment of 50% of the agreed amount subject to a minimum of € 50.00.

f) Cancellation after the start of an activity shall be subject to

the provisions of article 411 of Book 7 of the Dutch Civil Code.

g) In the case of a conference or course, a participant may send a replacement. Such a replacement must nevertheless satisfy the applicable requirements for admission to such conference or course. RadboudCSW's decision concerning the suitability of a replacement shall be final. The identity of a suitable replacement must be known to RadboudCSW by no later than three (3) working days before the commencement of the relevant activity.

h) RadboudCSW may deviate from the aforementioned amounts and percentages *to the benefit* of the participant concerned.

6. RadboudCSW's cancellation or change of an activity

a) RadboudCSW shall be entitled to change any activity that has been announced without citing reasons for doing so. This shall include but shall not be confined to any change in its:

- i. structure;
- ii. date;
- iii. lecturer(s);
- iv. venue;
- v. content.

b) In the event that a different time, venue or date is assigned to an activity, RadboudCSW shall notify a participant of this in writing or electronically.

c) Unless otherwise agreed or in the event that such change does not constitute grounds for cancellation given its particular nature or limited significance, a participant shall be entitled to cancel the relevant agreement in writing or by email within fourteen (14) days after notice of such change. In this case a participant shall be entitled to a refund of the full amount paid to RadboudCSW.

d) In the event that cancellation occurs, a participant shall be entitled to a refund of the full amount that they have paid to RadboudCSW for the relevant activity.

e) RadboudCSW shall be entitled to suspend any obligation pursuant to an activity or to cancel an agreement in the

following (but not only those) situations:

- i. should RadboudCSW be of the opinion that there are not sufficient registrations for an activity;
- ii. where a participant fails to comply with their agreement;
- iii. RadboudCSW concludes from a statement made by a participant that the latter will be non-compliant;
- iv. RadboudCSW has good grounds to fear that a participant will fail to comply with their agreement;
- v. where security is stipulated to ensure compliance with an agreement but the participant fails to tender such security;
- vi. where RadboudCSW can no longer be expected to comply with an agreement based on the obligations which it originally agreed to as a result of a delay on the part of a participant.

RadboudCSW shall be entitled to deny a participant admission in so far as the participant has failed to comply with their obligations towards RadboudCSW pursuant to the relevant agreement before the activity concerned.

7. Liability

a) Except in the case of gross negligence, or a wilful act or omission on the part of RadboudCSW and/or any of its supervisors, RadboudCSW shall not be liable for any indirect or consequential loss, a loss due to a delay, impaired goodwill, loss of earnings, a pecuniary loss or damage to property belonging to a participant. In so far as RadboudCSW may be held culpable for any direct loss, the maximum value of any compensation shall amount to the invoiced amount that has been paid, unless there is any question of gross negligence, or a wilful act or omission on the part of RadboudCSW and/or any of its supervisors.

b) RadboudCSW shall make an effort to ensure that every activity ensues successfully and to provide the relevant participants with the best possible information. Nevertheless, the possibility of incorrect information being provided by a speaker through written or any other materials cannot be excluded. Under absolutely no circumstances shall RadboudCSW be liable for this, unless there is any question of culpability or a wilful act or omission on the part of RadboudCSW.

8. Force majeure

In the event that RadboudCSW is unable to comply with an agreement due to *force majeure* (which includes the absence of a speaker, lecturer or chair of a conference and so forth), RadboudCSW shall be entitled to suspend or cancel the relevant agreement without having a duty to provide compensation. In the event that a lecturer (or speaker, chair and so forth) is absent, RadboudCSW shall do all in its power to find an appropriate replacement of similar quality. Where it is impossible to do so, RadboudCSW shall propose an alternative date or dates as soon as possible.

9. Privacy

a) The *Regulations governing Personal Data Protection at Radboud University* applies to the processing of personal data by RadboudCSW.

b) Personal data will be handled by RadboudCSW as strictly confidential and processed in accordance with the rules and conditions of the *General Data Protection Regulation (GDPR)*.

c) Where a participant registers for an activity, RadboudCSW may use their personal data for the purposes of drawing up a registration list. Furthermore, RadboudCSW may use such information to notify participants about study programs and courses. Where a participant objects to the use of such information, they may lodge an objection in written or electronic form.

d) RadboudCSW may not pass on a participant's details to another party without the participant's consent, unless this is stipulated in any provision of the law.

e) The Subprivacy Statement Students applies to RadboudCSW's processing of course participants' personal data and should be read in conjunction with the Privacy Statement Radboud University.

10. Intellectual property

a) All rights to any product which RadboudCSW develops or uses for the purposes of an agreement, which is deemed to include study materials and brochures, shall be vested in RadboudCSW in so far as they do not already belong to any other party.

b) Except with the explicit written consent of RadboudCSW, a participant shall not be permitted to record any of the aforementioned products on a medium (which is deemed to include through a camera or telephone) or to use, replicate, publish or commercially exploit them together with or by engaging another party.

11. Complaints procedure

The provision of services by RadboudCSW is a human activity and where humans work mistakes are also made. It may happen that you are not satisfied with the services provided by RadboudCSW in your capacity as a participant. RadboudCSW has a complaints procedure for this purpose, which may be found on the website at <https://www.rcsw.nl/over-ons/klachtenregeling>.

Any agreement which RadboudCSW concludes shall be governed by and construed in accordance with the law of the Netherlands, unless the law of another country is applicable pursuant to mandatory law. The complaints procedure shall not preclude the possibility of a client bringing a dispute before a civil court of law.