

Clause 1. Definitions

In these general terms and conditions the following definitions shall apply:

1. Cancellation and course terms: these terms and conditions.
2. HAS Training and Consultancy: HAS Training and Consultancy registered at Onderwijsboulevard 221, 5223 DE 's-Hertogenbosch, Chamber of Commerce number 41086191.
3. Customer: any individual, company, institution or public service that follows a study programme with or purchases a product from HAS Training and Consultancy.
4. Study Programme: a study programme, training session, re-training or in-service training programme, course, study, class, day programme, workshop or any other form of study programme provided by HAS Training and Consultancy. HAS Training and Consultancy provides study programmes in the form of an in-company programme or by open enrolment. A study programme may be subdivided into one or more study programme module(s) and may be spread over several academic years.
5. Open enrolment: a study programme that is open to interested parties.
6. In-company programme: a study programme that is developed in consultation with the customer and tailored to the needs of that specific customer.
7. Distance agreement: a study agreement entered into solely using one or more methods for communication at a distance within the meaning of Article 7:46a of the Dutch Civil Code, such as electronic communication.
8. Course fees: course fees for the study programme excluding BTW (Dutch sales tax), package costs and study materials.
9. Package costs: costs associated with catering during a study programme.
10. Study materials: training, study or instruction materials, documentation or any other materials in any form that are used as part of the study programme.
11. Over-subscription: when more than the maximum permitted number of participants enrol for an open enrolment study programme. These participants are placed on a waiting-list.
12. Examination: a test, written examination or assignment conducted by HAS Training and Consultancy and forming part of the relevant study programme.
13. Examination regulations: the HAS Training and Consultancy teaching and examination regulations in force at the time of enrolment for a study programme, which apply to an examination and are available on the website.
14. Website: the website of HAS Training and Consultancy: www.haskennistransfer.nl

Clause 2. General

1. These cancellation and course terms apply to all agreements between HAS Training and Consultancy and the customer, except where both parties explicitly state otherwise in writing.
2. Any change to these cancellation and course terms shall not affect the remaining terms and conditions. HAS Training and Consultancy and the customer shall enter into discussions concerning new provisions for the changed terms and conditions, having regard to the greatest extent possible to the object and scope of the original provision(s).
3. By accepting the course and cancellation conditions, the client also agrees with the exam regulations of the relevant academic year.

Clause 3. Liability

HAS Training and Consultancy shall only be liable for the direct consequences of deficiencies on the part of HAS Training and Consultancy in the performance of its obligations to the customer as set out in the agreement. Any liability is limited to a maximum of the invoice value of the part of the agreement to which the liability relates.

Clause 4. Payment terms

1. Procedure:
 - a. Following enrolment the customer is obliged to pay the course fees in full.
 - b. The course fees must be paid within 15 days of the invoice date. The instructions for payment shall be stated on the website and on the invoice and shall be observed at all times. If the customer fails to make payment of an invoice according to the legal requirements, the customer shall be in default by operation of law.
2. Payment default: If the customer fails to comply (or comply on time) with his obligations, all reasonable costs of debt collection - both in court and out of court - shall be payable by the customer. Out-of-court debt collection costs shall be calculated on the basis of usual debt collection practice in the Netherlands. However, if HAS Training and Consultancy has incurred higher debt collection costs that were reasonably necessary, the costs actually incurred shall be eligible for reimbursement.
3. In-company payment
The payment terms for in-company programmes are described in the agreement between HAS Training and Consultancy and the customer and shall be complied with at all times. If no such description is included in the agreement, the procedure set out in paragraph 1a shall apply.
4. Payment in instalments
If the course fees exceed €4,000 payment may be made in instalments. Any customer wishing to exercise this option should contact HAS Training and Consultancy.
5. Any bank/administration fees are for your own account.

Clause 5. Price

1. Price of the course and other costs. The costs of our study programmes and the method of payment are stated in the brochures, on the website and on the relevant invoice. The package costs are an integral part of the total cost of the study programme.
2. In-company programmes: costs are determined in consultation and set out in the agreement prepared between the customer and HAS Training and Consultancy.
3. Our training programmes are not exempted from BTW. BTW at a rate of 21% applies to our courses. The amounts stated include all course materials (unless otherwise indicated) and exclude BTW and package costs. Books and package costs are subject to BTW at 6% and the examination and other course materials are subject to BTW at 21%. You will receive an invoice detailing the costs for the course, books and the package.

Clause 6. Termination at a distance

1. During the period of 14 calendar days following entry into the distance agreement with HAS Training and Consultancy, the customer has the right to rescind a distance agreement without giving reasons. In the case of teaching materials these 14 days commence on receipt of the teaching materials and the cost of the materials can be reimbursed provided that they have not been used.

2. The customer is not entitled to rescind a distance agreement without giving reasons if the course start date is within these 14 calendar days or the course has already started.

3. Early termination:

a. The customer has the right to terminate the agreement early in the event of a severe illness or emergency; in this case a settlement should be made of the remaining amount owed by the customer to HAS, less the days of the course that have already been taken.

b. In case of an interim termination of a multi-year program, only a refund will be paid about the years that is in advance. Refund according to this paragraph can only take place if the interim termination no later than four weeks before the start of the next academic year occurred.

c. The repayment by HAS Training and Consultancy shall take place within four weeks.

Clause 7. Change of study programme location, time and dates

1. Study programme location and time

a. HAS Training and Consultancy is entitled to change the location of the study programme in consultation with the customer, provided that exceptional circumstances apply.

b. HAS Training and Consultancy is entitled to change the time of the study programme in consultation with the customer, provided that exceptional circumstances apply.

c. HAS Training and Consultancy is entitled to change the dates of the study programme in consultation with the customer, provided that exceptional circumstances apply.

Clause 8. Processing personal information

The customer agrees that personal information such as address information, telephone numbers and email addresses will be processed by automated systems. This information may be used for the purposes of customer administration, the supply of course materials online and electronic transmission of information about study programmes and courses.

Clause 9. Cancellation

1. If in the opinion of HAS Training and Consultancy the number of participants enrolled for a specific study programme or study programme module is insufficient, HAS Training and Consultancy shall be entitled to agree with the customer that the relevant study programme or study programme module shall be taken at a different training location, on a different date and/or at a different time. If HAS Training and Consultancy and the customer do not reach agreement concerning the change(s) the customer is entitled to cancel the relevant study programme or study programme module at no charge.

2. Prior to commencement of a study programme the customer shall be entitled to cancel the relevant study programme. HAS Training and Consultancy shall be deemed to have received notice of the cancellation as follows: (a) for a letter, on the postmarked date; and (b) for an email, on the date of receipt of the relevant email. The planned start date for the study programme (or the revised start date, where applicable) shall form the basis for determining the cancellation charges.

3. In the event of cancellation as described in Clause 9.2 (without prejudice to the time for reflection as described in Clause 6 in the case of Distance Agreement, if applicable) HAS Training and Consultancy shall be entitled to charge the following costs to the customer:

a. on cancellation up to four weeks prior to commencement of the study programme: 10% of the course fees.

b. on cancellation later than four weeks prior to commencement of the study programme: the course fees in full.

4. In the event that the customer cancels a study programme after HAS Training and Consultancy has changed the location, date or time of the study programme, HAS Training and Consultancy shall be entitled to charge the following costs to the customer:

a. on cancellation up to four weeks prior to commencement of the revised study programme: 10% of the course fees.

b. on cancellation later than four weeks prior to commencement of the revised study programme: the course fees in full.

5. In the event that HAS Training and Consultancy cancels due to insufficient enrolment and no new date is scheduled for a study programme or study programme module, the customer will be reimbursed for the study programme or study programme module. In the case of modules forming part of a single study programme, no restitution will be made for modules that have already been taken.

Clause 10. Intellectual property rights

1. Unless otherwise stated the intellectual property rights are held by HAS Training and Consultancy. HAS Training and Consultancy shall retain the copyright and all other intellectual and/or industrial property rights developed during the agreement with the customer. If this is not the case, this is set out in the agreement between the customer and HAS Training and Consultancy.

2. The rights to the information referred to in paragraph 1 remain the property of HAS Training and Consultancy regardless of whether costs have been charged to the customer for its production. Except with the explicit prior written consent of HAS Training and Consultancy, this information may not be reproduced, used, stored (in an automated data file or otherwise) or shown to third parties by any means.

3. For each breach of the restriction in paragraph 2 the customer shall pay to HAS Training and Consultancy a penalty of €10,000. This penalty may be claimed in addition to any compensation payable by law. HAS Training and Consultancy shall also be entitled to freeze the identification data referred to in Clause 8 immediately, without any liability on the part of HAS Training and Consultancy for injury or loss suffered by the customer as a result.

Clause 11. Absence of lecturer / examination assessor

1. In the event that a lecturer or examination assessor is ill or otherwise unable to attend, HAS Training and Consultancy shall, as far as possible, provide an equivalent replacement. If it does not turn out to be possible to provide a replacement, HAS Training and Consultancy shall inform the customer as soon as possible and propose alternative dates on which the relevant study programme will be given or the relevant HAS Training and Consultancy examination will be conducted.

2. In the event that a lecturer or examination assessor is ill or otherwise unable to attend, this shall not entitle the customer to any compensation (including compensation for injury or loss). HAS Training and Consultancy shall not charge any extra costs for the provision of study programme days as a result of a lecturer being ill or otherwise unable to attend.

3. A customer is not entitled to cancel a study programme or examination without charge due to the absence of a lecturer or examination assessor or to terminate the study programme agreement early due to the absence of a lecturer.