

General Terms and Conditions

Wageningen Academy

1 August 2023

Wageningen University – Commercial Register no. 09215846
Stichting Wageningen Research – Commercial Register no. 09098104



General Terms and Conditions for Wageningen Academy, part of Wageningen University. Wageningen University collaborates with Stichting Wageningen Research under the name Wageningen University & Research.

These General Terms and Conditions are filed at the Central Gelderland Chamber of Commerce in Arnhem.

Article 1

Definitions

Agreement: an agreement, including a Distance Agreement, whereby WA undertakes to provide a Customer with one or more Courses, including In-company Courses.

Customer: a party, whether a natural or legal person, that concluded an Agreement with WA.

Client: a Customer that is acting in the course of a trade or profession.

Consumer: a Customer that is not acting in the course of a trade or profession.

Course: a course, module, summer school, winter school, seminar, online master, executive MBA, programme, bachelor course, master course, micro-credential, conference, symposium, masterclass, inspiration session or mixed classroom in an online, offline or blended form offered by WA, for which Participants can register on an individual basis.

Distance Agreement: an Agreement concluded with Consumer by electronic or telephonic means.

In-company: the assignment given by a Customer to for the development, organisation and/or execution of a Course for individual Participants and groups of Participants from a Customer.

Offer: the offer made by WA to Customer to provide an In-company Course at a given price (as stated in the Offer).

Participant: a Customer, being a natural person, that has been registered to participate in a Course.

Wageningen Academy (WA): an organisation dedicated to develop programs and courses for professionals from business and government, part of Wageningen University.

Wageningen University & Research (WUR): a collaboration between Wageningen University and Stichting Wageningen Research. In these General Conditions the name "WUR" includes these legal entities either individually or jointly.

Article 2

Applicability

2.1 – General

2.1.1. These General Terms and Conditions shall apply to the Agreements entered into with WA.

2.1.2. These General Terms and Conditions shall be made available to the Customer prior to registration or entering into an Agreement through a hyperlink to a pdf form in such a way that these may be stored simply on a durable data carrier by the Customer and, as a result, be accessed at a later time. If not reasonably possible, WA shall, before the Agreement is entered into, indicate where these General Terms and Conditions may be viewed electronically, and, upon request, transmit the General Terms and Conditions to the Customer by other means (paper) at no cost to the Customer.

2.1.3. By entering into an Agreement with WA, the Customer accepts the applicability of these General Terms and Conditions. WA expressly rejects the applicability of any general terms and conditions of the Customer, however defined.

2.1.4. If any provision of these General Terms and Conditions conflicts, in whole or in part, with a provision of any law, or is held to be invalid or unenforceable, the remaining provisions shall not be affected or impaired thereby and shall remain in full force and effect.

2.1.5. In the event of conflict between these General Terms and Conditions and the Agreement, the Agreement shall prevail.

2.1.6. Unless otherwise agreed in writing, these General Terms and Conditions may be amended by WA at any time and at its own discretion. Any amendments to these General Terms and Conditions shall be published no less than ten (10) calendar days prior to their entry into force. Publication shall be effected by personal notice or by means of a general notice on the website.

Article 3

Application, registration and agreement

3.1 – In-company Course

3.1.1. The In-company Course concerns a customized Course for which an Offer will be issued by WA. An Offer for an In-company Course is not binding unless it states a term for acceptance. The Agreement between WA and the Client regarding the In-company Course is entered into as soon as WA and the Client have signed the Agreement.

3.1.2. All time limits listed in the Agreement for an In-company Course are estimates. WA shall not be in default by mere expiry of the term. If it appears that WA will likely substantially exceed a term, WA shall notify and enter into consultations with the Client.

3.2 – Course, excluding an In-company Course

3.2.1. The Course will be offered via the website of WA. Application for registration to participate in such Course must be done no later than until one week before the start of the Course as indicated on the website:

- i. by e-mailing the digital registration form provided by WA; or
- ii. by filling in the registration form on the website.

3.2.2. The Agreement between the Customer and WA is entered into as soon as WA confirms the registration in writing to the Customer. This confirmation also serves as proof of registration for the Course for which the Customer is registered.

3.2.3. Applications for registration to participate in a Course will be treated in order of their receipt. If the maximum number of Consumers has been reached for a specific Course, WA may reject further applications for that Course.

3.2.4. The registration for a Course will only be accepted after it has been established by WA that the admission requirements, including level of knowledge, insight and skills and the applicable payment conditions have been met.

3.2.5. The input on the submitted registration form is fixed and decisive for admission. Any expense or risk incurred as a result of input errors made in submitting the registration shall be borne by the Customer. The version of the Agreement stored by WA shall be evidence thereof, in the instance of evidence to the contrary from the Customer.

3.3 - General

3.3.1. WA may assess all facts and factors it deems important for the conclusion of an Agreement. WA may – to the extent permitted by law – determine if the Customer will be able to meet its (payment) obligations. If, following the assessment, WA has reasons for not entering into the Agreement, it shall have the right to reject an application or registration or attach special conditions to the performance of the Agreement. In the event of special conditions, an Agreement shall only be established if the Customer accepts these special conditions.

Article 4

Execution of the Agreement

4.1 - General

4.1.1. In case the Course includes an online learning environment, the Participant is entitled to access the online learning environment during the period of the Course and for a fixed term thereafter, with a maximum of one year in total. The online learning environment is connected to a

specific Participant and may not be used by or transferred to any other person.

4.1.2. The Participant is entitled to guidance during the period of the Course to which it is admitted, as specified on the Course website.

4.1.3. The Participant is entitled to proof of participation, provided that the Participant actively participated in the Course, which includes at least successfully performing the tasks and/or tests or attendance in accordance with the minimum prescribed (online) attendance obligation. The assessment of the participation can have various forms.

4.1.4. In case of a test, the Participant shall be entitled to one retake of a test on the date set in advance on the website or in the Course information. The retake is at no additional cost to the Participant, unless otherwise agreed in the Agreement.

4.1.5. The Participant is solely responsible for meeting the requirements for the Course, including hardware and software requirements necessary for participating in the Course.

4.1.6. WA shall at its own discretion have the right to:

- i. make (interim) changes to the programme of a Course if such change would, at WA's discretion, benefit the quality of the Course;
- ii. replace programme Course lecturers and/or portfolio managers, if the lecturer or the manager is prevented from carrying out the duties;
- iii. change the date, time and/or location of a Course;

4.2 Course, excluding an In-company Course

4.2.1. WA shall at its own discretion have the right to:

- i. cancel a Course due to insufficient Participants, in which case registered Participants will be notified, their obligations will elapse and, to the extent applicable, payments will be refunded; and
- ii. refuse enrolments for an existing Course, if the maximum number of registrations has been reached or if a Course is cancelled.

Article 5

Price and Payment

5.1 - General

5.1.1. Payment must be made within 14 calendar days following the billing date. After expiry of the payment period, WA shall have the right to charge any resulting statutory (commercial) interest due to the Customer as well as any extrajudicial costs and litigation costs.

5.1.2. All costs associated with foreign bank transactions shall be borne by the Customer.

5.1.3. If the Customer deems WA's delivery of the Course to be defective, the Customer is not relieved of its payment obligation under the Agreement. The Customer is not entitled to offset the payment owed against any alleged counterclaims against WA.

5.1.4. In the event of an In-company Course, WA shall invoice the Customer fifty percent (50%) of the agreed price prior to the start date of the Course. The remaining fifty percent (50%) will be invoiced after completion of the Course.

5.2 Course, excluding an In-company Course

5.2.1. The price for the Course is specified on the Course website.

5.2.2. Payment for the Course must be made prior to the start of the Course in the manner(s) specified on the Course website and/or in the registration form. Payment must be made in full in Euros. Payment in instalments is not accepted. Participants who have registered for a Course shall receive (an) invoice(s) from WA to the provided billing address.

Article 6 Intellectual Property Rights

6.1 - General

6.1.1. All intellectual property rights, including copyrights, relating to the educational materials provided by WA shall exclusively vest in WA and/or the authors of the materials.

6.1.2. The intellectual property rights relating to the (organisation and content of the) Course and other products and services delivered by WA to the Customer, shall exclusively vest in WA.

6.1.3. Without the prior written consent of WA, the Customer shall be prohibited from reproducing, in whole or in part, disclosing or making available to third parties any materials provided in relation to a Course.

Article 7 Liability

7.1 – General

7.1.1. WA will take the utmost care in providing its Courses.

7.2 – Client

7.2.1. WA shall only be liable for damages incurred by the Client, where these damages are the direct result of a material shortcoming attributable to WA.

7.2.2. WA's total liability for damages incurred by the Client (or its Participants) arising from or relating to the Agreement, shall be limited to direct damages with a maximum of the total fees paid by the Client. This limitation shall not apply if and to the extent that the damage is caused by an intentional or reckless act of WA.

7.2.3. Any claim for damages against employees and other persons hired by WA is excluded. Employees and other persons hired by WA may at all times use the provisions outlined in this third party clause to their benefit.

7.3 – Consumer

7.3.1. WA's total liability for damages incurred by the Consumer arising from or relating to the Agreement, shall be limited to direct and indirect damages with a maximum of the total fees paid by the Consumer, to the extent permissible by law. This limitation shall not apply if and to the extent that the damage is caused by an intentional or reckless act of WA.

Article 8 Force Majeure

8.1 – General

8.1.1. If, as a result of force majeure, the Customer is unable to participate in the Course, the Customer must contact WA immediately by means of written notice (by e-mail) to WA's address. By force majeure, the following is meant: serious illness, compelling personal circumstances, or extreme weather and acts of nature. Not meeting the hardware and software requirements necessary for participating in the Course does in any event not constitute a force majeure event.

8.2 – Course, excluding an In-company Course

8.2.1. In the event of force majeure, WA will not issue a refund. If, as a result of force majeure, the Participant is unable to participate in the desired Course, the Participant:

- i. may participate in the next Course at no additional cost to the Participant;
- ii. may participate in a different Course offered at a similar price. If the other Course is more expensive, an invoice for the additional price will be sent to the Participant; or
- iii. the Participant may, at no charge, cede the spot to a colleague or other party interested in taking the Course, unless expressly stated otherwise in the Course information or on the website.

8.2.2. The Participant may only rely on the provisions of this Article 8.2 if it contacts WA immediately. Should the Participant fail to contact WA, the Participant shall lose the right to make use of one of the options referred to in this Article 8.2 and the Participant's non-participation in the

Course shall be classed as a cancellation. In this event, the provisions set out in Article 9 apply.

8.3 – In-company Course

8.3.1. WA and the Client decide in good faith about a reasonable solution concerning the force majeure situation.

Article 9 Cancellation and Termination

9.1 – General

9.1.1. Without prejudice to other rights, the Customer or WA is entitled to terminate ("ontbinding") the Agreement with immediate effect by written notice if the other party, after elapse of a reasonable period being given in a written notice of default, attributably fails to perform any of its obligations arising from the Agreement.

9.1.2. Either party may terminate ("ontbinden") the Agreement with immediate effect by means of a registered letter in the following events:

- i. if the other party has declared bankruptcy or for whom a receivership has been granted or a motion for receivership filed;
- ii. if the other party's business is wound up or shut down.

9.1.3. Premature termination ("opzegging") of an Agreement by the Customer may only be effected by means of written notice (by e-mail) to WA's address. The termination date is the date in the e-mail.

9.1.4. In the event of premature termination ("opzegging") or termination ("ontbinding") of a Course by the Customer, WA shall be entitled to costs incurred to date of (premature) termination.

9.2 – Course, excluding an In-company Course

9.2.1. Notwithstanding Article 10, if the Participant terminates ("opzegging") more than six (6) weeks before the start of the Course, no fees shall be due. If cancellation occurs less than three (3) to six (6) weeks prior to the start of the Course, €200.- shall be payable as a cancellation fee. If cancellation occurs less than three (3) weeks prior to the start of the Course, the Course fee shall be due in full. The cancellation fees must be paid immediately after receipt of the invoice.

9.2.2. Failure to attend the Course for which the Participant is registered (other than for force majeure circumstances, outlined in Article 8) shall be deemed a termination ("opzegging").

Article 10 Consumer right of withdrawal

10.1 – Consumer

10.1.1. A Consumer shall have the right to terminate a Distance Agreement within 14 days after entering into the Distance Agreement without providing a reason by means of a timely written notice to be received by WA.

10.1.2. In the event of termination of the Distance Agreement under Article 10.1, the Consumer must at its own expense return to WA, as soon as possible, any educational materials that were provided during the Course.

10.1.3. Article 10.1.1 shall not apply if and to the extent that the Distance Agreement covers:

- i. the provision of services for which, with the Consumer's consent, performance has begun within the withdrawal period specified in Article 10.1.1;
- ii. goods produced in accordance with the Consumer specifications;
- iii. goods that are clearly personal in nature;
- iv. goods which cannot be returned due to their nature;
- v. goods that quickly become obsolete;
- vi. sealed software for which the Consumer has broken the seal;
- vii. the provision of digital content which is not supplied on a tangible device and the supply of which has commenced before the withdrawal period has expired with the express consent of the Consumer.

10.1.4. The right of withdrawal under Article 10.1.1. shall elapse following commencement of the Course. The Course shall in any event be considered commenced when access is provided to the online learning environment or when the first (physical) meeting is attended.

Article 11 Data Protection

11.1 – General

11.1.1. WA shall process personal data of the Participants solely for the purpose of execution of the Agreement. The processing activities include communication with the Participants, recording results, teaching and administrative purposes and statistical and historical purposes. WA shall process all personal data obtained in accordance with the privacy policy of WUR, that is available on the website of WUR.

11.1.2. WA has the right to perform an identity check.

Article 12

Disputes/Complaints

12.1 – General

12.1.1. Complaints about the implementation of the Agreement must be submitted to WA within a reasonable time after the Customer has discovered the defect, but no later than 21 days following such discovery. The complaint must be complete and clearly defined. In the absence of a properly defined complaint, any claim against WA regarding a defect in the execution of the Agreement shall expire.

12.1.2. A complaint will be responded to within 14 days from the date of receipt. If it appears that a complaint requires a longer processing time, WA shall, within a period of 14 business days, respond with an acknowledgment of receipt and an indication as to when the Customer may expect a more detailed answer.

12.1.3. All Agreements entered into are governed by Dutch law.

12.1.4. All disputes arising from or relating to the Agreement shall be settled by the competent court in Arnhem.

12.1.5. These General Terms and Conditions are available in English and in Dutch. If the English General Terms and Conditions show discrepancies with the Dutch version, the English version shall prevail.