

General Purchase Conditions Stichting Hogeschool Rotterdam (Rotterdam University of Applied Sciences)

regarding

agreements and performance in the private (non-public) domain.

Article 1 Definitions

In these terms and conditions, the following terms will have the following meanings:

- a. *Client*: the natural or legal person who orders Contractor to supply goods, services and/or works as referred to in these general terms and conditions (private domain); the Client is also the person that enters into an agreement with the Contractor by registering an offer.
- b. *Contractor*: Stichting Hogeschool Rotterdam (Rotterdam University of Applied Sciences).
- c. *Private domain*: the area of activity in which the Contractor receives no funding, whether directly at the expense of the national budget or pursuant to other laws and regulations, to fulfil its statutory task.
- d. *Written*: in these terms and conditions, written documents include communications by e-mail in addition to the usual written correspondence.
Fax communications are expressly not regarded as written documents.
- e. *Offer*: an offer published by the Contractor for which participants can register under the applicable conditions and within the specified period.
- f. *Quotation*: the Contractor's targeted written offer to supply a particular amount of goods, services and/or works for a particular price.
- g. *Order*: the order to supply or the acceptance of the Contractor's quotation by the Client. The order results in the agreement, whereby the Contractor trusts the authority of the person representing the Client and the legal validity of that person's signature.
- h. *Agreement*: the written arrangements between the Client and the Contractor regarding the supply of goods, services and/or works.
The written registration of a participant (e.g., by means of an application form), in conjunction with the preceding offer, is also regarded as an agreement.
- i. *Supply*: putting one or more goods into Client's possession or control, and/or possibly installing and assembling these goods, or performing the services or work, under whatever title.

Article 2 Scope

1. These general terms and conditions apply to all offers and quotations submitted by the Contractor and to all agreements it concludes with a Client, as well as to all agreements under which the Contractor provides services to a Client, insofar as these relate to activities in the private domain.
2. In the event of an offer / registration, these general terms and conditions will be sent to the registrant on request together with the written confirmation of registration and can be viewed on the websites of Rotterdam University of Applied Sciences (www.hr.nl; or www.rotterdamuas.com).
3. General terms and conditions on the Client's part will not apply, unless expressly agreed otherwise in writing.
4. Deviations from these general terms and conditions will only be legally valid if they have been expressly agreed upon in writing between the Contractor and the Client. In that case, the provisions of the agreement shall prevail over these terms and conditions, which shall otherwise continue to apply.
5. The Dutch text of these general terms and conditions will prevail over translations thereof.
(*Algemene verkoopvoorwaarden private activiteiten Stichting Hogeschool Rotterdam*)

Article 3 Offers, quotations, conclusion, and amendment of the agreement

1. The Contractor shall make an open offer known through appropriate media. The offer will be dated and will be valid during the period specified or, if no period is indicated, for thirty (30) days after its publication. A targeted offer shall be made in writing. The validity period referred to above also applies to targeted offers.
2. The price stated in an offer or quotation shall be fixed and expressed in euros and shall be deemed to include all costs required to deliver the goods or services at the location indicated or designated by the Client, with the exemption of the VAT due. These are costs such as municipal charges, other taxes, excise duty and levies relating to, for example, production, transportation including import/export, and insurance.
3. Prices are based on the prices, exchange rates, wages, and taxes (cost factors) existing at the time of the offer. In the event of an increase in one or more cost factors, the Contractor will be entitled to increase the prices. In that case, the Client will have the right not to go ahead with its participation or order.
4. The agreement is formed by the Client accepting a written offer or quotation from the Contractor through a written order; this also includes the submission of a completed and signed participation form.
5. The agreement shall be entered into for the term laid down in the agreement. If no term is specified in the agreement itself, the agreement will be deemed to have been entered into an indefinite period, unless the nature of the agreement evidently entails that the term is limited.
6. If the order is received after the term specified in article 3, section 1 (whereby the date of receipt by the Contractor is decisive) or if the order deviates from the offer in more than minor respects, the agreement will nevertheless be concluded in accordance with the order, unless the Contractor rejects the order in writing within fourteen days of receipt.
7. If the Contractor has not made a written or verbal offer, the agreement will be formed by the Contractor accepting a written instruction from the Client within fourteen days of the date of this order.
8. Amendments or additions to the agreement can only be made in writing, and only if both parties agree to this.
9. The Contractor is only bound if a legally valid signature has been made by an authorised representative of the Contractor.
10. If no order is placed, the Contractor will be entitled to charge the Client for the costs that had to be incurred in connection with issuing the offer.
11. If either party believes that the agreement can no longer be performed in accordance with the confirmed quotation and any subsequent additional specifications, that party will notify the other party of this in writing, stating its reasons. The parties may then establish in consultation that performance is no longer possible in a manner satisfactory to both parties, and subsequently agree to terminate the agreement prematurely. Assuming that the cause of such premature termination is entirely or largely attributable to the other party, the Contractor will be entitled to compensation of the resulting loss due to capacity underutilisation, which loss needs to be demonstrated; the parties must settle this loss in accordance with the standards of reasonableness and fairness.
12. If and insofar as the applicable participation conditions are fulfilled, the places on a course/study programme will be allotted according to the order of receipt of the registration forms or the digital applications/confirmations. The Contractor reserves the right to place participants on a waiting list.

Article 4 Execution of the Agreement and Supply

1. The Contractor will perform the agreement to the best of its knowledge and ability and in accordance with high standards.
2. The delivery period or delivery time agreed upon between the Contractor and the Client will never be a final deadline, except in the circumstances regarded as circumstances beyond one's control within the meaning of Section 6:75 of the Dutch Civil Code, unless expressly agreed otherwise in writing. In the event of overdue performance, the Contractor will therefore only be in default after it has received written notice of default.
3. The goods, services and/or works are deemed to have been supplied at the moment they have been delivered by the Contractor at the location designated by the Client, and the Client can freely make use of these goods, services and/or works. If the supply involves services and/or works, the moment the provision of services and/or the work has been completed will count as the moment of

supply.

4. The Contractor guarantees that the goods, services and/or works supplied comply with the agreement (conformity). The Contractor also guarantees that the goods, services and/or works have the properties which, taking all circumstances into account, are required for normal usage, as well as for special usage insofar as such usage has been agreed.
5. The Contractor is entitled to have activities carried out by third parties if and insofar as this is necessary or desirable for the proper performance of the agreement.
6. All specifications and/or statements by the Contractor in respect of its goods, services and/or works are made to the best of its knowledge but are not binding. The Contractor expressly reserves the right to make deviations and/or changes of any nature and size.
7. The Client will ensure that all information which the Contractor designates as necessary – or which the Client should reasonably understand to be necessary – for the performance of the agreement is provided to the Contractor in good time. The use of personal data by both Contractor and Client will take place in accordance with the regulations given by or pursuant to the General Data Protection Regulation.
8. Unless provided or agreed otherwise elsewhere, (interim) examination results will be deleted five years after the date on which they were registered by the Contractor.

Article 5 Circumstances beyond one's control and dissolution of the agreement; general

1. Notice of termination of the agreement must be given in writing and will only become final after confirmation by the Contractor.
2. During a period of fourteen days after the conclusion of an education agreement by digital means, the Client has the right to terminate the agreement without having to state reasons.
3. The right to terminate the agreement in accordance with Article 5 section 2 will not exist if the Contractor has already started the programme, with the Client's consent, before the fourteen-day period has expired. The start of the programme also includes gaining access to teaching material offered electronically.
4. If either the Client or the Contractor fails to fulfil an obligation under the agreement, the other party will send the breaching party written notice in this respect, in which the breaching party is given a reasonable period in which to fulfil its obligations after all. If the breaching party fails to fulfil its obligations within that period, its rights under the agreement will become null and void. In the event of a demonstrable non-attributable failure (circumstances beyond one's control) on the part of one of the parties, both parties shall not be required to fulfil the obligations arising from the agreement for as long as the situation of circumstances beyond one's control continues.
5. Circumstances beyond one's control on the part of the Contractor will include, but will not be limited to, its inability to meet its obligations due to strike, lockout, fire, storm, weather conditions, lack of resources, parts, or labour not attributable to the Contractor (including as a result of illness), transport disruptions, power failures, government measures and, in general, causes beyond its control.
 6. If the circumstances beyond one's control have the effect that the agreed end date of the supply of goods, services and/or works is exceeded by more than a reasonable period, in view of the performance to be delivered, either party may terminate the agreement by registered post, without judicial intervention being required. The Client is obliged to pay for any goods, services and/or works already delivered, unless parties agree otherwise.
7. The Contractor may terminate all or part of its agreement with the Client by registered post, with immediate effect and without judicial intervention being required, and without being obliged to pay any compensation in this respect, if:
 - a. the Client is declared bankrupt,
 - b. a request is filed for the Client's bankruptcy, or the Client requests its own bankruptcy,
 - c. the Client is granted a (provisional) moratorium,
 - d. an arrangement is reached with the Client's creditors,
 - e. the Client loses the power to dispose of (a substantial part of) its assets, for example, because of an attachment,
 - f. the Client ceases all or a major part of its business operations, including liquidation of the business or the contribution of the business to a newly incorporated or already existing company,
 - g. a decision has been made to dissolve the Client as a legal person,

- h. the Client assigns its assets,
 - i. third parties, not being group companies or subsidiaries as referred to in Sections 2:24a, and 2:24b respectively of the Dutch Civil Code, gain direct or indirect control over the Client's activities,
 - j. the Client fails to fulfil all or part of an obligation it has under the law or the agreement or acts in contravention of the agreement and/or the supply conditions.
8. After the agreement has been formed, the Contractor will have the right to terminate it unilaterally in those cases in which a course/study programme does not take place (is cancelled) because insufficient participants have registered. This is at the Contractor's discretion. In that case, the other party will not owe any payment and any payments already made will be refunded.
 9. In the event of cancellation as referred to in this article, the Contractor will not be obliged to reimburse any costs already incurred.
 10. In the event of special and/or highly compelling circumstances – this being at the Contractor's sole discretion – the Contractor may decide to waive all or part of the Client's payment obligations.

Article 6 Dissolution prior to the start of the course (cancellation)

1. The Client is entitled to dissolve the agreement in writing without giving reasons prior to the start of a course (cancellation in advance). In that case, the Client owes the Contractor a reasonable wage within the meaning of Section 7:411 of the Dutch Civil Code.
2. In the event of prior cancellation of an agreement with a duration of less than one calendar year or an in-company course, the reasonable wage owed by the Client shall be calculated as follows:
 - a. in case of cancellation from 8 to 2 weeks before the start of a course: 10% of the agreed price,
 - b. in case of cancellation less than 2 weeks before the start of a course: 50% of the agreed price,
3. In the event of prior cancellation of an agreement with a duration of one calendar year or longer, the reasonable wage owed by the Client shall be calculated as follows:
 - a. in case of cancellation from 8 to 2 weeks before the start of a course: 10% of the agreed price for the first calendar year,
 - b. in case of cancellation less than 2 weeks before the start of a course: 40% of the agreed price for the first calendar year,

Article 7 Dissolution after the start of the course

1. The Client is entitled to dissolve the agreement in writing after the start of the course without giving reasons. In that case, the Client owes the Contractor a reasonable wage within the meaning of Section 7:411 of the Dutch Civil Code.

2. In the event of dissolution, after the start of the course, of an agreement with a duration of less than one calendar year or an in-company course, the reasonable wage owed by the Client will be calculated as follows:
 - a. 50% of the agreed price, being start-up costs, and,
 - b. the pro rata (per month) part of the remaining amount of the price (being 50% of the total) per month of offered education, including the current month. It is irrelevant whether the Client has actually made use of the education offered.
3. In the event of dissolution, after the start of the course, of an agreement with a duration of one calendar year or longer, the reasonable wage owed by the Client is calculated as follows:
 - a. forty % of the agreed price for the first calendar year, being start-up costs, and,
 - b. one-twelfth over the remaining amount (being 60% of the price for the first calendar year) per month of offered education, including the current month. It is irrelevant whether the Client has actually made use of the education offered.
4. The reasonable compensation can never exceed the total agreed price.

Article 8 Price and payment

1. The agreed price excludes VAT, unless agreed otherwise.
2. Unless otherwise agreed, the fee shall remain unchanged for the duration of the contract. If there is a change in the VAT rate, this change will be passed on.
3. Unless stated otherwise, the prices quoted do not include any material costs, books, travel/accommodation costs or other additional costs.
4. If no other payment term has been agreed, the Client must pay within thirty (30) days of the invoice date, without any discount, netting, or debt set-off being permitted.
5. The Client will be in default by the mere expiry of the payment term, without any demand, notice of default or judicial intervention being required. The Contractor will be owed default interest at a rate of one percent (1%) of the relevant invoice amount for each month or part of a month that the Client fails to effect payment, all this without prejudice to the Contractor's option, if payment is made in instalments, to claim the outstanding amount immediately in its entirety.
6. The Client will bear the judicial and extrajudicial costs that must be incurred for the purpose of collection. The level of these costs is in accordance with the graduated amounts laid down in or pursuant to the Extrajudicial Collection Costs (Standards) Act [*Wet incassokosten*], to be increased by VAT and statutory (commercial) interest, with a minimum of forty euros (EUR 40). The graduated amounts are applied to private and business Clients.
7. Without prejudice to the Client's payment obligation, the Contractor reserves the right to suspend the supply of services and/or goods, or to cease and not resume this supply, if the Client has failed to fulfil its payment obligations, without the Contractor being obliged to pay any compensation.

Article 9 Retention of title

1. So long as no payment has not been made, the items supplied will remain to be the Contractor's property. Therefore, the Client will not be authorised to lend, pledge, or transfer the title to the items supplied to third parties. The Client is obliged to hand over the items supplied when the Contractor so requests. As long as the items supplied are the property of the Contractor, the Client must ensure that these are adequately ensured at its own expense.
2. Where applicable, the title will only pass to the Client after the amount owed by the Client to the Contractor in respect of the supply concerned has been paid to the Contractor in full, including interest and costs.

Article 10 Intellectual property

1. The Contractor is entitled at all times to use the newly acquired knowledge and experiences it has gained for the purpose of the education to be provided by the aforesaid institution and the performance of market-oriented tasks.
2. In the case of research, the Client will not obstruct the customary academic publication(s) or interfere in other ways in the content of academic standards with regard to research.
3. No part of the Contractor's publications or informative products may be reproduced and/or published by print, photocopy, microfilm, video disc, magnetic disc or tape, storage in a retrieval system accessible to third parties, or in any other way, electronically, mechanically, or otherwise, without the Contractor's prior written consent.

Article 11 Complaints and disputes

1. In the event of immediately detectable defects after termination of the supply of goods, services and/or works or a part thereof by the Contractor, the Client will have fourteen (14) days in which to submit a complaint.
2. As long as the complaint has not been accepted by the Contractor, the Client's payment obligation will continue to exist.
3. The Contractor undertakes to respond in writing within thirty days of receiving the complaint, to express an opinion in that response and to indicate to what extent this opinion will involve any kind of compensation.
4. If the Client believes that the complaint was not settled, or not settled sufficiently adequately, the Client may submit a complaint against this written settlement decision to the Complaints & Disputes Office of Rotterdam University of Applied Sciences. The complaint shall be dealt with in accordance with the ['Reglement klachten studenten en cursisten'](#).

Article 12 Liability

1. The Contractor will only be liable for damage that is the direct and immediate result of a failure attributable to the Contractor in the execution of the supply of goods, services and/or works. This contractual liability will be limited in all cases to no more than the invoice value of the part of the agreement from which the liability arises.
2. The Contractor will only be liable for damage arising from the use of goods, services and/or works to be supplied or advice to be provided by the Contractor pursuant to the agreement, or damage caused by persons engaged by the Contractor in the supply of goods, services and/or works, in the event of wilful misconduct and/or gross negligence on the Contractor's part and/or on the part of persons engaged by the Contractor in the execution of the supply of goods, services and/or works.
3. The Client shall never hold one of the persons engaged by the Contractor personally liable.
4. The Client indemnifies the Contractor against all claims from third parties in relation to damage sustained by these third parties as a result of the agreement between the Client and the Contractor, except in the event of wilful misconduct and/or gross negligence on the Contractor's part.
5. The Contractor only accepts liability if and insofar as the Contractor's insurer or insurers acknowledge and accept this liability as being covered by the liability insurance. Furthermore, the compensation payable in that case will be limited to the applicable sum insured under the Contractor's liability insurance.

Article 13 Confidentiality

1. The parties are mutually obliged, both during the term and after the end of the agreement, to maintain confidentiality in respect of all matters of which they (have) become aware in connection with the agreement and/or which are evidently of a confidential nature.
2. Where necessary, the parties will impose the same duty of confidentiality on their staff members in the context of the agreement.
3. The parties indemnify each other against any breaches of the duty of confidentiality by their staff members.

Article 14 Staff acquisition ban

During the term of the agreement and during a period of twelve (12) months after the full or partial performance of the agreement, the Client will not hire any staff members of the Contractor's or involve them in its operations in any way otherwise than in the performance of the agreement, unless this is done with the Contractor's consent, subject to an immediately due and payable penalty of twenty-five thousand euros (EUR 25,000) per breach, without prejudice to the Contractor's right to claim full compensation.

Article 15 Applicable law, choice of forum and concluding provisions

1. All agreements to be concluded between the Contractor and the Client will be governed by Dutch law.
2. Disputes will be submitted to the competent court of Rotterdam.
3. If one or more provisions of these general terms and conditions should be declared non-binding, the remaining terms and conditions will remain in full force.
4. The Client cannot derive any rights from the titles of the articles. These are for ease of reference only.